

**CUSTOMER CONTRACT REQUIREMENTS**  
**58009Ph2 - Phase 2, Connected Learning: Secure Computing for Cloud Robotics**  
**CUSTOMER CONTRACT T-24-DDC-F-03-01**

**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. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting** (MAY 2024). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives. Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

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

**T-24-DDC-F-03-01 Special Provisions .**  
**Definitions:**

- ARM – Advanced Robotics for Manufacturing institute, also Buyer's customer
- "ARM Purpose Rights" as used in section 5.3 Data Rights means the rights to use Data as stipulated in the Intellectual Property Rights and Access section of the Membership Policies.
- Background Intellectual Property (BPP)
- Consortium Developed Intellectual Property (CDIP)
- "Government Purpose Rights" is defined in the paragraph entitled "Data" in Article 9 of the TIA.
- Prime Agreement – TIA W911NF-17-3-0004
- Project – statement of work for this contract
- Project CDIP – CDIP generated during the course of work under this contract
- "Robots in Manufacturing Environments" (RIME)
- Technology Investment Agreement (TIA) – ARM's public private partnership TIA W911NF-17-3-0004 from the U.S. Army Contracting Command – Aberdeen Proving Ground, Research Triangle Park Division

**SECTION 2 – FINANCIAL MANAGEMENT**

**2.2. Cost Principles**

2.2.A. Reserved.

2.2.B. 2 CFR 200, Subpart E, Cost Principles apply and describes the cost principles for determining allowability of costs applicable to Seller's with cost type contracts or awards under this contract.

## 2.9. Audit Requirements

2.9.A. Reserved.

2.9.B Reserved

2.9.C. Seller shall comply with the audit requirements appropriate for the Seller's type of entity:

(i) For-profit entities:

(a) A for-profit entity that, at time of the contract, grants access to its records to ARM, DCAA, or other Federal Government auditors, will provide standard access-to records requirements at 2 CFR 200, Subpart F Audit Requirements and 32 CFR 34.16;

(b) A for-profit entity that does not grant ARM or the Federal Government direct access to their records and is not willing to provide this information, will allow ARM and the Government to examine its independent auditor's audit report and working papers for three years after final payment. Unless notified otherwise, ARM or the Government may have access to records concerning technical performance.

(ii) Institutes of Higher Education or Nonprofit Sellers will comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements.

## SECTION 4 – TERMS AND CONDITIONS

### 4.6. Intellectual Property Policies

4.6.A. Certain Intellectual Property

4.6.B Reserved

4.6.C Reserved

4.6.D Reserved

4.6.E Reserved

4.6.F Seller and parties under all subcontracts or lower tier agreements, regardless of tier, that solely or jointly create CDIP are required to disclose the creation of Project CDIP to their respective technology transfer, licensing office or equivalent responsible office as soon as practicable during the performance of the Project. Seller shall notify ARM, via the Buyer, in writing of the existence of agreements among the Project CDIP owners governing jointly developed Project CDIP.

4.6.G Reserved

4.6.H Reserved

### 4.7. Indemnification

4.7.A. Subject to the terms and conditions set forth herein, Seller (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other Buyer, Buyer's customer, and their managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively the "Indemnified Party"), against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlement, interest, awards, penalties, fines, costs, or expenses of any kind, including professional fees and reasonable attorneys' fees, and other expenses, arising out of any third-party claims for: (a) material breach or non-fulfillment, by Indemnifying Party, of any material representation, warranty, or covenant, set forth in this contract; (b) bodily injury to or death of any person (including but not limited to employees) or damage to property caused by the grossly negligent, reckless, or willful acts or omissions of the Indemnifying Party in connection with the performance of its obligations under this contract; (c) failure of Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this contract; (d) the Indemnifying Party or its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns, infringed on any intellectual property rights of the third-party in the performance of its obligations under this contract.

(i) If a claim is, or is likely to be, made for an alleged or actual infringement of any

intellectual property rights of a third-party by the Indemnifying Party in the performance of its obligations under this contract, the Indemnifying Party shall: (a) obtain the right to continue to use the intellectual property rights consistent with this contract; (b) modify its use of the intellectual property so that it is non-infringing and in compliance with this contract; (c) replace its use of the intellectual property with non-infringing ones that comply with this contract; or (d) at the Indemnified Party's request, accept the cancellation and return (at Indemnifying Party's expense) of infringing intellectual property without Indemnified Party having any cancellation liability and refund to Indemnified Party any amount paid for such infringing use of the intellectual property.

(ii) Reserved.

4.7.B. Seller shall be responsible for the actions and failure to act of all Parties retained by, through, or under Seller in connection with the performance of this contract.

## SECTION 5 – FEDERAL REQUIREMENTS

The items listed in this Section are from the Federal Technology Investment Agreement (TIA) W911NF-17-3-0004.

### 5.1. Flowdown to Lower Tier Agreements

The Seller shall include this Section 5 – Federal Requirements, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, development, or research work.

### 5.2 Intellectual Property Rights

#### 5.2.A Standard Patent Rights Clauses

The Seller shall comply with the standard patent rights clauses in 37 CFR 401.14, entitled "Patent Rights (Small Business Firms and Nonprofit Organizations)," which are hereby incorporated by reference with the following modifications:

- (i) The term "contractor" shall read "Seller".
- (ii) The term "contract" shall read "contract".
- (iii) The terms "agency," "Federal Agency" and "funding Federal Agency" shall read "U.S. Department of Defense" for all paragraphs except (c) and (f)(3).
- (iv) The terms agency, Federal Agency and funding Federal Agency shall read "U.S. Department of Defense and provide a courtesy copy of the transmittal letter to Buyer and Advanced Robotics for Manufacturing Institute for paragraphs (c)(1) through (c)(3) and (f)(3).
- (v) RESERVED.
- (vi) The time "thirty days" shall read "sixty (60) days" for paragraph (e)(3).
- (vii) The statement in paragraph (f)(4) shall be replaced with "This invention was made with U.S. Government support under Technology Investment Agreement W911NF-17-3-0004 awarded by U.S. Army Contracting Command – Aberdeen Proving Ground. The Government has certain rights in the invention."
- (viii) Paragraphs (g)(2) and (g)(3) shall be deleted.
- (ix) Flowdown to lower tier agreements in lieu of 37 CFR 401.14 paragraph (g)(2) are addressed by section 5.1.
- (x) Paragraph (j) (March-in Rights) shall be replaced by the March-in Rights in the TIA Article 9 with modification that the terms "RIME-MII" and "Participant" shall read "Subrecipient".
- (xi) Paragraph (1), entitled "Communication": The point of contact on matters relating to the patent rights clauses will be the servicing Staff Judge Advocate's office.

**5.2.B Definitions – For the purposes of the patent rights clauses, definitions of "Invention", "Subject Invention", "Practical Application", and "Made" are provided in 37 CFR 401.14(a) as modified where the term "contractor" shall read "Seller" and where the term "contract" shall read "contract".**

#### 5.2.C Reporting

- (i) The Seller agrees to report to the U.S. Department of Defense, Buyer, and ARM on invention disclosures, election of title, and filing and maintenance of patent applications as specified in 37 CFR 401.14(c) and (f) with the modifications in section 5.2.A Standard

#### Patent Rights Clauses.

(ii) Reporting on Utilization of Subject Inventions (augmenting 37 CFR 401.14(h)) – The Seller agrees to submit to ARM, via the Buyer, for five years beyond the date of this contract, the Seller agrees to submit to ARM, via the Buyer, upon ARM’s or Buyer’s written request, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Seller or its licensees or assignees. The information in such reports is specified in 37 CFR 401.14(h).

(iii) Interim and Final Invention Reports – The Seller shall send Invention (Patent) Reports to U.S. Department of Defense and Buyer and ARM as of the close of each performance year and at the end of the term for this contract. Annual reports are due 60 days after the end of each year of performance and final reports are due 60 days after the expiration of the final performance period. The reports shall 1) list subject invention(s) and state that all Subject Inventions have been disclosed, or 2) state that there are no such inventions; i.e., negative reports are also required annually. Invention disclosure(s), patent application(s), and patent(s) for any subject invention for which the Seller has retained ownership shall be listed with 1) the name(s) of inventor(s), 2) title of invention(s), 3) disclosure number, patent application serial number, or patent number as applicable, 4) filing date, 5) a copy of the patent application and 6) patent number(s) and issue date(s) in any country in which the Seller has applied for patent(s). The Seller may report in the format that the Seller normally prepares for its own internal purposes. Alternatively, the Seller may use the DO Form 882, Report of Inventions and Subcontracts for reporting.

5.2.D. Joint Subject Inventions (between the Government and the Seller) – The Seller shall comply with paragraph entitled “Joint Subject Inventions” in Article 9 of the TIA where the term “Participant” shall read “Seller”.

5.2.E. Confidentiality – Invention reporting information is confidential to Buyer and ARM and the respective organizations.

5.2.F. Scope – The provisions set forth in this section 5.2 Intellectual Property Rights apply only to Subject Inventions.

5.2.G. Survival Rights – Provisions of this section 5.2 Intellectual Property Rights shall survive termination of this contract.

### 5.3 Data Rights

#### 5.3.A Definitions

(i) “Commercial Computer Software”, “Computer Data Base”, “Computer Program”, “Computer Software”, “Computer Software Documentation”, “Restricted Rights” and “Unlimited Rights” as used in this section 5.3 is defined in Title 48 (DFARS) 252.227-7014(A) (Jun 1995).

(ii) “Form, Fit and Function Data”, “Limited Rights” and “Technical Data” as used in this section 5.3 Data Rights is defined in Title 48 (DFARS) 252.227-7013(A) (Nov 1995).

(iii) “Commercial Computer Software License” as used in this section 5.3 Data Rights means the license terms under which Commercial Computer Software is sold or offered for sale, lease or license to the general public.

(iv) “Data” as used in this section 5.3 Data Rights means Computer Software, Computer Software Documentation, Form, Fit and Function Data, and Technical Data.

(v) “Government Purpose Rights” is defined in the paragraph entitled “Data” in Article 9 of the TIA.

(vi) “ARM Purpose Rights” as used in this section 5.3 Data Rights means the rights to use Data as stipulated in the Intellectual Property Rights and Access section of the Membership Policies.

(vii) “Specially Negotiated License Rights” are those rights to Data that have been specifically negotiated between the Government and the Seller.

#### 5.3.B Data Categories

(i) Category A is Data developed and paid for totally by non-governmental funds, whether pre-existing or concurrently developed proprietary data, trade secret data, or data related to Seller products. The Seller retains all rights to Category A Data.

(ii) Category B is any Seller generated Data developed during the performance of work under this contract, which cannot be disclosed without compromising the Category A Data.

(iii) Category C is any Seller generated Data, excluding Category A and B Data, developed during the performance of work under this contract.

(iv) Category D is third-party proprietary data used in performance of work under this contract,

including but not limited to, Technical Data, Computer Software, trade secrets and mask works.

#### 5.3.C. Allocation of Principal Rights

(i) Any Data developed outside of this contract with Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data under this contract.

(ii) As specified as flowdown from the TIA, all Data generated while performing under this Agreement (Category B and C Data) will be provided to the Government with Government Purpose Rights.

(iii) The Seller agrees that in consideration for the Government's funding, and in lieu of any Government rights to Category A, B or D data (except as contained in paragraph (vi) below), the Seller intends to reduce to practical application materials and processes developed under this contract.

(iv) No deliveries to Buyer, ARM or the Government of Category A and B data are contemplated or required under this contract. Buyer, ARM and the Government reserve the right to negotiate certain rights in Category A and B data with the owner of the data. The existence and use of Category A or B data will be disclosed in each SOW.

(v) ARM shall have immediate and irrevocable ARM Purpose Rights to all Category C Data.

(vi) Subject to the IPP – Intellectual Property Management Plan in Exhibit C, particularly relating to access to BIP, the Seller shall provide access to ARM any third-party Computer Software, Category D Data, as required for the performance or operation of other Computer Software required to be delivered in the SOW, with such rights as it is able to negotiate with the software vendor. The Seller shall use reasonable efforts in such negotiations to obtain rights adequate to fulfil Government Purpose Rights and ARM Purpose Rights and shall provide to ARM the details as part of the SOW.

(vii) Data that will be delivered, furnished, or otherwise provided to ARM under this section 5.3.C Allocation of Principal Rights, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the Data have expired or no longer apply.

#### 5.3.D. Marking of Data

(i) Any Data delivered under this contract shall be marked with the following legend: "This data is being delivered as Category (insert category) Data, as defined in Agreement W911NF-17-3-0004. Use, duplication, or disclosure is subject to the restrictions as stated in Agreement W911NF-17-3-0004 between ARM and the Government."

(ii) In the event that the Seller learns of a release to Buyer or ARM of its unmarked Data that should have contained a restricted legend, the Seller will have the opportunity to cure such omission going forward by providing written notice to ARM, via the Buyer, within six (6) months of the erroneous release.

#### 5.3.E. Prior Technology

(i) The Seller shall not be obligated to provide Data that existed prior to, or was developed outside of this agreement to Buyer or ARM or the Government. However, in the event it is necessary for the Seller to furnish to Buyer or ARM or the Government with Data which existed prior to, or was produced outside of this contract, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by Buyer or ARM, the Government, and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this contract and/or the Prime Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by ARM, such Government Contractors, or contract employees. Upon completion of activities under this contract, such Data will be disposed of as requested by the Seller.

(ii) Oral and Visual Information: If information which the Seller considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to Buyer or ARM, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to Buyer or ARM within thirty (30) calendar days after such oral or visual disclosure, or Buyer/ARM shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If Buyer or ARM reasonably determines that the

memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or confidential information, Seller shall provide additional detail at Buyer's and/or ARM's request, subject to restrictions on use and disclosure.

(iii) Disclaimer of Liability: Notwithstanding the above, Buyer, ARM and the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(a) Data not identified with a suitable notice or legend as set forth in this section 5.3 Data Rights; nor

(b) Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to Buyer, ARM or the Government or is generated by Buyer, ARM or the Government independent of carrying out responsibilities under this contract, is rightfully received from a third party without restriction, or is included in Data which the Seller has furnished, or is required to furnish to Buyer, ARM or the Government without restriction on disclosure and use.

(c) Notwithstanding 5.3.F(iii)(a) above, if the Seller cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under 5.3.F(iii)(b) above.

#### 5.3.F. Copyright

(i) The Seller reserves the right to protect by copyright works developed under this contract. All such copyrights will be in the name of the Seller or the author, as determined by Seller policies.

(ii) Government Rights – The Seller shall comply with paragraphs under the section entitled "Copyright" in Article 9 of the TIA where the terms "Recipient" and "Participant" shall read "Seller".

(iii) The Seller hereby grants to Buyer and ARM a limited non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, all copyrighted works developed under this contract (excluding Data) to which it owns the copyright, and to authorize others to do so for non-commercial purposes.

5.3.G. Survival Rights – Provisions of this section 5.3 Data Rights shall survive termination of this contract.

### 5.4 Public Release or Dissemination of Information

5.4.A Open Publication Policy – Notwithstanding the reporting requirements of this contract, the Parties favor an open-publication policy to promote the public acceptance of the research developed under this award, but simultaneously recognize the necessity to protect identified proprietary information.

5.4.B. Publication or Disclosure – It is herein agreed that except for the disclosure of basic information regarding this contract such as purpose and a general description of the technical work under this contract, the Seller agrees to furnish copies to the ARM Program Manager, via the Buyer, prior to publication or other disclosure of the results of the fundamental research under this award. Publication or other disclosures include press releases, specific publicity or advertisement, and articles for proposed publication or presentation. The requirement to furnish advance copies of publications or other disclosures does not constitute any restriction on the conduct or reporting of the fundamental research. Publications under this contract shall be in accordance with Section 5 Publications of the ARM Membership Policies.

5.4.C. Prior Review of Public Releases – It is herein agreed that except for the disclosure of basic information regarding this contract, such as purpose and a general description of the technical work under this award, the Seller will submit all proposed public releases to the ARM Project Manager, via the Buyer, in accordance with Section 5 Publications of the ARM Membership Policies for review and comment prior to release. Public releases include press releases, specific publicity or advertisement, and articles for proposed publication or presentation.

5.4.D. Publication Legend – Articles for publication or presentation will contain an acknowledgement of support and a disclaimer. These statements may be placed either at the bottom of the first page or at the end of the paper and should read as follows: "Research was sponsored by the Office of the Secretary of Defense and was accomplished under Agreement Number W911NF-17-3-0004. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the Office of the Secretary of Defense or the U.S. Government. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation herein."

### 5.5. Export Controls

- 5.5.A. Each party acknowledges that certain information or technology provided by the other party under this contract may be subject to United States export control laws and regulations (collectively, "Export Control Laws") which include, without limitation, the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and regulations and orders administered by the Office of Foreign Assets Control (OFAC). Each party agrees to comply with all Export Control Laws. The disclosing party shall provide the receiving party with written notice containing the nature of any such export controlled information, including Export Control Classification Number (ECCN) or United States Munitions List (USML) category, prior to any exchange of such export controlled Confidential Information. The disclosing party shall not disclose any information subject to Export Control Laws unless and until the disclosing party has been notified in writing that a plan for the transfer and control of the information has been created by the receiving party.
- 5.5.B. Seller further agrees if U.S. export control laws and regulations are applicable to this contract, Seller will not disclose or re-export any technical data under this contract to any country or end-user or for any end-use, for which U.S. government requires an export license at the time of export or transfer, unless seller has obtained authorization from the U.S. agency responsible for such matters.

## 5.6. Representations and Certifications

- 5.6.A. Reserved
- 5.6.B. General – Seller represents and certifies that it has filed and will maintain all assurances or other documentation with the appropriate government agencies to the extent such assurances are required, including any applicable national policy requirements as listed in and incorporated by reference from DoD R&D General Terms and Conditions dated JULY 2016, Part 8: National Policy Requirements, which may be found at <https://www.onr.navy.mil/Contracts-Grants/submit-proposal/grants-proposal/grants-terms-conditions.aspx>.
- 5.6.C. Debarment – Seller certifies that neither Seller nor any of its employees or agents performing any service under this contract (including the Project Director) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any federal agency, and Seller will immediately notify ARM, via Buyer, upon any inquiry concerning commencement of any such proceeding concerning Seller or such person referred to in this subparagraph.
- 5.6.D. Drug-Free Workplace – by signing this Agreement, the Seller assures that it is in compliance with the requirements in the "Drug-Free Workplace" (41 U.S.C. chapter 81).
- 5.6.E. Lobbying – Seller certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with this contract, and that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the Prime Award, grant loan or cooperative agreement the Seller will complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying."

## 5.7. Controlled Unclassified Information

- 5.7.A. Applicability – This Section 5.7 applies only if a determination is made by the Buyer, Government or the Parties that access to CUI by Seller is needed for performance under this contract. If a determination is made by the Buyer or Government and the Seller agrees to the need for CUI access, this contract will be modified to address the specifics of the requirement. CUI access will not be granted until the specifics for the requirement are addressed in this contract, as an additional modification. The Parties agree the following applies to this subaward:
- (1) No CUI is expected to be implicated under this award;
  - (2) Buyer and ARM will not knowingly provide Seller with CUI without advanced written acknowledgment of Seller; and
  - (3) The Parties acknowledge that no CUI is expected to be generated by Seller, given the nature of the project.
- 5.7.B. Discussion – There are types of information that are not classified but require application of

access and distribution controls and protective measures for a variety of reasons. This information is known as controlled unclassified information ("CUI") and serves as the authoritative reference for all CUI categories and markings. When handling CUI material as required by this contract, all non-federal entities ("NFE") and their representatives are to comply with applicable protection requirements. For purposes of this contract, NFE means Buyer, ARM, Seller, and any parties to subcontracts or lower tier agreements, regardless of tier.

E.O. 13556 established the CUI program to standardize and simplify the way the Executive Branch handles unclassified information that requires safeguarding or dissemination controls pursuant to and consistent with applicable laws, regulations, and government-wide policies. The federal regulations which implement the CUI Program are at 32 CFR Part 2002. NIST Special Publication (SP) 800-171(rev 2) provides recommended security requirements for protecting the confidentiality of CUI when this information is resident in nonfederal systems and organizations.

The National Archives and Records Administration ("NARA") is the CUI Executive Agent ("EA") responsible for developing policy and providing oversight for the CUI program. The NARA has a CUI Registry on its website (<http://www.archives.gov/cui>) that serves as the authoritative reference for all CUI categories and markings.

- 5.7.C Requirements – These requirements are incorporated into this contract if this Section 5.7 is triggered due to the need for CUI access by the Seller. The Subrecipient must comply with these requirements, as applicable, for CUI access.
- o E.O. 13556, Controlled Unclassified Information;
  - o 32 CFR 2002;
  - o DFARS 252.204-7012 - Safeguarding Covered Defense Information and Cyber Incident Reporting;
  - o NIST Special Publication (SP) 800-171 (rev 2) or most current version; and DoDI 5200.48, Controlled Unclassified Information
- 5.7.D Identification of CUI – The Agreements Officer Representative ("AOR") for the Prime Agreement, in coordination with Government Security, is the authority for designating what information is CUI in accordance with 32 CFR 2002. If during performance of this contract, research results are determined to be CUI, by the Government, Buyer, ARM, or Seller, work under this contract will cease until the Buyer, Government, ARM, and Seller can determine a path forward. The Seller will need to complete a DD2345 prior to receipt or access of any CUI. The DD2345 provides instructions on processing. The completed DD2345 is to be provided to the AOR via the Buyer for file purposes.
- 5.7.E Markings – All technical documents containing CUI will be marked with CUI markings in accordance with DoDI 5200.48. Legacy or other markings is not permitted or included in either the DOD CUI Registry or DoDI 5200.48 Marking of Technical Information will include the Distribution Statement in accordance with DoDI 5230.24 and any applicable Security Classification Guide. If the contents of the technical document require more than one Distribution Statement, in coordination with the AOR, via the Buyer, apply the most restrictive statement. This does not preclude additional mandated markings as may be required by the contract.
- 5.7.F Training – All individuals requiring access to CUI under this agreement will complete initial and annual CUI training by taking the DOD Mandatory Controlled Unclassified Information (CUI) Training IF 141.06 through the Center for Development of Security Excellence located at <https://securityawareness.usalearning.gov/cui/story.html> or another medium approved by the Agreements Officer. Certification of completion will be kept on file by the Seller and made available upon request by the Buyer, Government or ARM.

## **EXHIBIT C – IPP – INTELLECTUAL PROPERTY MANAGEMENT PLAN**

### Declaration regarding Consortium Developed IP (CDIP)

Seller hereby declares that Seller understands terms 4.6 and 4.7 as regards the management of intellectual property and ARM member policies related to intellectual property, and further understands the necessary nature and extent of Buyer and ARM's interest in CDIP, which are essential to Buyer's interest in awarding a contract to Seller.

## **EXHIBIT E – REPRESENTATIONS AND CERTIFICATIONS**



PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

A. The Seller may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or representative abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement of a Federal department or agency authorized to receive such information.

B. The Seller must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

C. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

D. If the Government determines that the Seller is not in compliance with this award provision, it:

1. Will prohibit the Seller's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

2. May pursue other remedies available for the Seller's material failure to comply with award terms and conditions.