

PRIME CONTRACT NO.  
W15QKN-18-9-1008

Type	Clause No.	Date	Title	Mandatory Flowdown	In CORPDOCs
FAR	<a href="#">52.227-1</a>	DEC 2007	Authorization and Consent.	Y	Y
FAR	<a href="#">52.227-1 ALT I</a>	APR 1984	Alternate I - Authorization and Consent.	Y	N
FAR	<a href="#">52.227-2</a>	DEC 2007	Notice and Assistance Regarding Patent and Copyright Infringement.	Y	Y
FAR	<a href="#">52.227-3</a>	APR 1984	Patent Indemnity.	S	N
DFAR	<a href="#">252.227-7013</a>	FEB 2014	Rights in Technical Data--Noncommercial Items.	Y	Y
DFAR	<a href="#">252.227-7014</a>	FEB 2014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	Y	Y
DFAR	<a href="#">252.204-7012</a>	OCT 2016	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Y	Y
DFAR	<a href="#">252.204-7008</a>	OCT 2016	Compliance with Safeguarding Covered Defense Information Controls.	Y	N
DFAR	<a href="#">252.223-7001</a>	DEC 1991	Hazard Warning Labels.	Y	Y
DFAR	<a href="#">252.223-7002</a>	MAY 1994	Safety Precautions for Ammunition and Explosives.	Y	Y
DFAR	<a href="#">252.223-7003</a>	DEC 1991	Change in Place of Performance-Ammunition and Explosives.	Y	Y
DFAR	<a href="#">252.223-7006</a>	SEP 2014	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	S	N
DFAR	<a href="#">252.223-7007</a>	SEP 1999	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.	Y	Y
FAR	<a href="#">52.223-3</a>	JAN 1997	Hazardous Material Identification and Material Safety Data.	Y	Y
DFAR	<a href="#">252.239-7001</a>	JAN 2008	Information Assurance Contractor Training and Certification.	S	N
DFAR	<a href="#">252.225-7040</a>	OCT 2015	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	Y	N
DFAR	<a href="#">252.225-7043</a>	JUN 2015	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	Y	Y
FAR	<a href="#">52.245-1</a>	JAN 2017	Government Property.	Y	Y
FAR	<a href="#">52.245-9</a>	APR 2012	Use and Charges.	S	N
DFAR	<a href="#">252.211-7007</a>	AUG 2012	Reporting of Government-Furnished Property.	S	N
DFAR	<a href="#">252.245-7001</a>	APR 2012	Tagging, Labeling, and Marking of Government-Furnished Property.	S	N
DFAR	<a href="#">252.245-7004</a>	DEC 2017	Reporting, Reutilization, and Disposal.	S	N
DFAR	<a href="#">252.225-7013</a>	MAY 2016	Duty-Free Entry.	Y	Y
FAR	<a href="#">52.227-11</a>	MAY 2014	Patent Rights -- Ownership by the Contractor.	Y	Y

## **SUBCONTRACTOR & VENDOR FLOWDOWNS:**

### **1.0 ARMS, AMMUNITION, & EXPLOSIVES (AA&E)**

At this time the need for Arms, Ammunition, & Explosives (AA&E) has not been identified for this effort. As such the Ordnance Technology Initiative Recipient is prohibited from performing work dealing with AA&E on this initiative.

### **2.0 ENVIRONMENTAL REQUIREMENTS**

**2.1 ENVIRONMENTAL COMPLIANCE** All activities must be in compliance with Federal, State, and local environmental laws and regulations, Executive orders, treaties and agreements. The recipient shall evaluate the environmental consequences and identify the specific types and amounts of hazardous waste being generated during the conduct of efforts undertaken under this AGREEMENT.

#### **2.2 DISPOSAL INSTRUCTIONS FOR RESIDUAL/SCRAP MATERIALS**

The contractor shall dispose of residual and scrap materials generated from this AGREEMENT, including high explosives. The contractor shall specify the anticipated quantities, methods, and disposal costs.

#### **2.3 OZONE DEPLETING CHEMICAL (ODC)**

Class 1 Ozone Depleting Chemicals (Class 1 ODCs) shall not be used under this AGREEMENT.

### **3.0 PATENT RIGHTS**

#### **3.1. ALLOCATION OF PRINCIPAL RIGHTS**

Patent Rights under this Agreement or subsequent OTIAs shall be determined in accordance with FAR 52.227-11 (Patent Rights—Ownership by the Contractor (May 2014)), which is hereby incorporated by reference with the following modifications:

**3.1.1.** As appropriate, replace “Contractor” with “Subcontractor”; “the agency” and “the Federal Agency” with “Government”; “contract” with “Agreement”; and “Contracting Officer” with “Subcontracts Manager”.

**3.1.2.** The Government shall have the initial option to retain title to each subject invention made only by Government employees or made jointly by the Subcontractor and Government employees. The Government shall promptly notify the Subcontractor upon making this election, and agrees to timely file patent applications at its own expense and agrees to grant to the Subcontractor a non-exclusive, irrevocable paid-up license to practice the subject invention throughout the world.

**3.1.3.** The Subcontractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Agreements Officer within six (6) months of disclosure. In any case where publication, on sale, or public use has initiated the one (1) year statutory period during which valid patent protection can be obtained in the United States, the period of election of title shall no later than sixty (60) calendar days prior to the end of the statutory period.

**3.1.4.** The Prime Contractor, on behalf of the Subcontractor, may request an extension to the six (6) month period for ownership election. The Agreements Officer may, in their discretion, extend the ownership election period, but the ownership election period shall not exceed two (2) years from the disclosure of the subject invention.

FAR 52.227-1 (Authorization and Consent (Dec 2007)) and Alternate I (Apr 1984) and FAR 52.227-2 (Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)) are also incorporated by reference under this Agreement. If FAR 52.227-3 (Patent Indemnity (Apr 1984)) is applicable, it shall be incorporated into the OTIA.

#### **3.2. PATENT REPORTS**

All DOTC Base Agreements shall require the use of DD Form 882, Report of Inventions and Subcontracts, to file an invention report for every OTIA. Negative reports are also required. The Subcontractor shall provide the Prime Contractor, with an Annual Invention Report at the close of each performance year of each OTIA and at the end of the term of each OTIA.

##### **3.2.1 FINAL PAYMENT**

Final payment of an OTIA cannot be made until the Subcontractor delivers to the

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PRIME CONTRACTOR all disclosures of subject inventions and confirmatory instruments required by this Agreement.

### 3.3. LOWER TIER AGREEMENTS

The Subcontractor shall include this Article, suitably modified in all lower tier agreements, regardless of tier, for experimental, developmental, or research work performed under the OTIAs awarded pursuant to this Agreement.

The provisions of this Article shall survive termination of this Agreement.

## 4.0 PATENTS, DATA RIGHTS AND COPYRIGHTS

The Government and the Contractor agree to comply with the terms and conditions of Article 3.0 and 8. Notwithstanding the table below, the Government shall receive an Unlimited Rights license to all technical data and computer software developed or delivered under this Agreement.

	Technical Data or Computer Software to be Furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Name of Organization Asserting	Deliverables Affected
4.1					

## 5.0 iWATCH (SEE SOMETHING, SAY SOMETHING) TRAINING

### *Note - Applicable to subcontractors only*

All contractor employees, including subcontractor employees, shall receive training and participate in the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 14 calendar days after completion of training by all employees and subcontractor personnel." Slides available to COR at <https://www.milsuite.mil/book/docs/DOC-284984>

## 6.0 OPERATIONS SECURITY (OPSEC)

### 6.1 FOR OFFICIAL USE ONLY INFORMATION (FOUO) AND CONTROLLED UNCLASSIFIED INFORMATION (CUI)

Contract personnel shall be capable of accessing, handling, receiving, and storing UNCLASSIFIED documents, equipment, hardware, and test items, using the applicable standards of FOUO and CUI. DFARS Clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting applies to this effort.

### 6.2 OPSEC TRAINING

#### *Note – Applicable to subcontractors only*

Per AR 530-1 (or DoDM 5205.02-M), new contractor employees, including subcontractor employees, must complete initial OPSEC training within 30 calendar days of reporting for duty and must also complete annual OPSEC awareness training as provided by the appropriately designated OPSEC level II trained OPSEC Officer/Coordinator. The Contracting Officer Representative (COR) or Agreements Officer Representative (AOR) can request ARDEC OPSEC training from ARDEC OPSEC POC [e-mail: usarmy.pica.rdecom-ardec.mbx.ardec-opsec@mail.mil](mailto:usarmy.pica.rdecom-ardec.mbx.ardec-opsec@mail.mil).

### 6.3 PUBLIC RELEASE OF INFORMATION

Per AR 530-1 (or DoDM 5205.02-M), an OPSEC review is required prior to all public release. All government information intended for public release by a contractor will undergo a government OPSEC review prior to release.

## 7.0 PUBLICATION AND ACADEMIC RIGHTS

### 7.1 USE OF INFORMATION

Subject to the provisions of this Agreement, the Government and the Subcontractors awarded OTIAs shall have the right to publish or otherwise disclose information or data developed by the Government or the respective Subcontractors under OTIAs. The Subcontractors awarded

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OTIAs shall include an appropriate acknowledgement of the sponsorship of the projects by the Government in any such publications or disclosures.

### **7.2 CLASSIFIED RESEARCH PROJECTS**

If a desired publication includes information relating to a Classified project, the provisions of the DoD Security Agreement (DD Form 441), Certificate Pertaining to Foreign Interests (SF 328), and the DoD Contract Security Classification Specification (DD Form 254) apply.

### **7.3 REVIEW OR APPROVAL OF TECHNICAL INFORMATION FOR PUBLIC RELEASE**

At least thirty (30) calendar days prior to the scheduled release date, the Subcontractor awarded an OTIA, shall submit to the AOR at least one (1) copy of the information to be released along with the required public release form. The AOR will route the information to the cognizant Public Affairs Office for review and approval. The AOR is hereby designated as the approval authority for the Agreements Officer for such releases. Where an Academic Research Institution is awarded an OTIA, who is performing fundamental research on campus the PRIME CONTRACTOR shall require such Subcontractor to provide papers and publications to the AOR for review and comment at least thirty (30) calendar days prior to the formal paper or publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by other (non-educational institution) Subcontractors (or has authors listed on the paper who are not employees or students of the Academic Research Institution), then the procedures in the preceding paragraph shall be followed. Parties to this Agreement are responsible for assuring that an acknowledgment of Government support will appear in any publication of any material based on or developed under the awarded OTIA, using the following acknowledgement terms: "This effort was sponsored by the U.S. Government under the DoD Ordnance Technology Consortium (DOTC) Other Transaction Agreement (OTA) (W15QKN-18-9-1008) with the National Armaments Consortium (NAC). The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation herein." Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under an OTIA contains the following disclaimer: "The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government." The Subcontractor shall flow down these requirements to all tiers.

## **8.0 DATA RIGHTS AND COPYRIGHTS**

Although this Article shall serve as the default and overarching terms and conditions for the handling of Data Rights and Copyrights, every OTIA is individually negotiated, and any specific Data Rights or Copyright terms and conditions in the OTIA Statement of Work will control over this Article. Technical Data and Computer Software Rights under this Agreement shall be determined in accordance with DFARS 252-227-7013 (Rights in Technical Data—Noncommercial Items (Feb 2014)) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)), except at otherwise specified in this Article or the OTIA. The definitions included in this Article shall replace the definitions found in the referenced DFARS clauses.

### **8.1 DEFINITIONS**

*"Government Purpose"* means any activity in which the Government is a party. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

*"Government Purpose Rights"* means the right to use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and to release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for Government purposes. This is a middle path unique to defense contracts that allows contractors to have the exclusive right to use the technical data in the commercial market. Unless otherwise agreed, Government Purpose Rights convert to Unlimited Rights five years after execution of the OTIA.

*"Limited Rights"* means the right to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party. However, the Government may reproduce, release,

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or disclose such data or authorize the use or reproduction of the data by persons outside the Government if it is necessary for emergency repair and overhaul, or a release or disclosure to a covered Government support contractor in performance of its covered Government support contract (management and administrative support). The recipient of the technical data is subject to prohibition on the further reproduction, release, disclosure, or use of the technical data, and the contractor or subcontractor asserting the restriction shall be notified of such reproduction, release, disclosure, or use.

*“Restricted Rights”* applies only to noncommercial computer software and means the Government’s right to use a computer program on a limited number of computers, and make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes. However, the Government may allow the use of the noncommercial computer software outside of the Government under a limited set of circumstances, including use by a covered Government support contractor in performance of its covered Government support contract (management and administrative support), and after the contractor or subcontractor asserting the restriction is notified.

*“SBIR Data Rights”* refers to a Small Business Innovation Research contract and applies to both technical data and computer software. The contractor is entitled the SBIR data protection to all technical data and computer software developed during performance of a SBIR Phase III agreement, regardless of the funding source. SBIR Data Rights are generally equivalent to Limited Rights for technical data and Restricted Rights for computer software. In the DOD, SBIR Data Rights survive for five years from the completion of the project, at which point they will convert to Unlimited Rights. SBIR efforts are divided into three successive phases (I, II, III), with the ultimate goal of commercializing the technology in question. The Government can award an unlimited number of SBIR Phase III agreements as long as they are a logical follow-on to the technology being developed, and with the understanding that the five-year clock restarts with every award.

*“Specifically Negotiated License Rights”* means any modification by mutual agreement to the standard DFARS noncommercial data rights categories (Unlimited Rights, Government Purpose Rights, Limited/Restricted Rights) laid out in this Article that the Government and Subcontractor consider appropriate to the specific contract action, but shall not provide rights less than that provided by Limited Rights. Any rights so negotiated shall be identified in a license agreement written into or made part of the OTIA.

*“Technical Data”* means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial or management information.

*“Unlimited Rights”* means the right to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

### **8.2 ALLOCATION OF PRINCIPLE RIGHTS**

The Government shall receive a Government Purpose Rights license or an Unlimited Rights license to all technical data and computer software developed and delivered under this Agreement, except for the technical data and computer software that was previously developed exclusively at private expense and identified in the OTIA Statement of Work. To the maximum extent practicable, segregable portions of deliverables that will be restricted shall be clearly identified and labeled by the Subcontractor. The Government and the Subcontractor can negotiate for a specific level of rights to all, or a distinct subset of the technical data and computer software that is developed and delivered for a specific OTIA, which will have the full force and effect of an executed license. If the Government and the Subcontractor agree to engage in a Cost Share OTIA, and the Subcontractor desires to contribute more than 50% of the total costs of the project, the Government may agree to a Limited or Restricted Rights license to all technical data and computer software developed and delivered under the OTIA, or any other mutually agreed upon level of rights to a distinct subset of the technical data and computer software developed and delivered under the OTIA.

### **8.3 COPYRIGHTS**

The Subcontractor reserves the right to protect by copyright original works developed under this Agreement and any subsequent OTIA, pursuant to 17 U.S.C. §§ 401 and 402. All such copyrights will be in the name of the individual Subcontractor. The Subcontractor, hereby grants to the Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and

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display publicly, for Governmental purposes, any copyrighted materials developed under this Agreement, and to authorize others to do so. In the event that information is exchanged with a notice indicating that it is protected under copyright as a published, copyrighted work, and it is also indicated that such information existed prior to, or was produced outside of this Agreement or any subsequent OTIA, the Government, the PRIME CONTRACTOR or the Subcontractor receiving the information and others acting on its behalf may reproduce, distribute, and prepare derivative works for the sole purpose of carrying out its responsibilities under this Agreement.

#### **8.4 MARKING OF DATA**

Except for technical data and computer software developed or delivered with Unlimited Rights, all technical data and computer software developed and delivered under this Agreement shall have appropriate Data Rights Markings in accordance with DFARS 252.227-7013(f) and 252.227-7014(f). The Government will have Unlimited Rights to all unmarked technical data or computer software. In the event that unmarked technical data or computer software should have contained a restrictive legend, the PRIME CONTRACTOR, on behalf of the Subcontractor, can cure the omission by providing written notice to the Agreements Officer within thirty (30) calendar days of the erroneous disclosure. The Government will not be responsible for any additional disclosures of the inappropriately marked technical data or computer software prior to that written notice.

#### **8.5 LOWER TIER AGREEMENTS**

The Subcontractor shall include this Article, suitably modified, in all lower tier agreements, regardless of tier, for work performed under the OTIAs awarded pursuant to this Agreement. The provisions of this Article shall survive termination of this Agreement.

### **9.0 iWATCH TRAINING**

#### **Note – Applicable to Subcontractors only**

If a project requires the Subcontractor employees to have an area of performance within a DoD installation, facility or area, all of the employees of the Subcontractor and all associated sub-contractors shall be briefed on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and to instruct employees to report suspicious activity to the AOR. This training shall be completed within thirty (30) calendar days of project award and within thirty (30) calendar days of new employees commencing performance with the results reported to the AOR NLT fifteen (15) calendar days after project award.

**10.0 If a project requires Information Assurance (IA)/information technology (IT) training, all Subcontractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All Subcontractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six (6) months of employment.**

### **11.0 DUTY-FREE ENTRY**

Unless supplies were imported into the customs territory of the United States prior to execution of an OTIA, Subcontractors shall not include any amount for duty on (1) end products or qualifying country end products delivered under this Agreement; (2) components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries that are to be incorporated into domestic end products delivered under this Agreement; or (3) other supplies for which the Subcontractor estimates that duty will exceed \$200 per shipment into the customs territory of the United States. The definitions in DFARS 252.225-7013 Duty-Free Entry (May 2016) are incorporated by reference. Subcontractors shall notify the PRIME CONTRACTOR in writing of any items which are to be accorded duty-free entry. The Government will execute duty-free entry certificates and afford appropriate assistance, but the Subcontractor is responsible for preparation of customs forms. Subcontractors shall claim duty-free entry only for supplies that will be delivered under this Agreement.

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**ADDENDUM 01 -SUPPLIER SMALL BUSINESS AND/OR NON-TRADITIONAL DEFENSE CONTRACTOR CERTIFICATION**

Please complete the below certification to determine whether your company qualifies as a small business or Non-Traditional Defense Contractor:

<b>9. Legal Name:</b>		<b>10. DUNS #:</b>	
<b>12. Point of Contact:</b>			
<b>14. Subcontractor/Vendor is a nontraditional defense contractor. Subcontractor/Vendor has certified that it has not performed, for at least the one-year period preceding the issue date of the solicitation, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to Section 1502 of Title 41 and the regulations implementing such section. (Y/N)?</b>			
<b>15. Subcontractor/Vendor is a nonprofit research institution. (Y/N)?</b>			
<b>16. Subcontractor/Vendor is a small business in accordance with Section 9 of the Small Business Act (15 U.S.C. 638). (Y/N)?</b>			
<b>17. Subcontractor/Vendor has performed R&amp;D under a FAR based contract within last 12 months. (Y/N)?</b> <i>Note: This is for informational purposes only.</i>			