

DISTRIBUTION AGREEMENT

UH-72A Lakota Virtual Maintenance Trainer (VMT)

(Date)

(Between the U.S. Government and _____)

1. Definitions.

a. Contractor. An individual or organization outside the U.S. Government who has accepted any type of agreement, contract or order to provide research, supplies, or services to a U.S. Government Agency, including both prime contractors and subcontractors.

b. Controlling DoD Office. The DoD activity that sponsored the work that generated the Product or received the Product on behalf of the Department of Defense and, therefore, has the responsibility for determining the distribution of the Product. For joint sponsorship, the controlling office is determined by advance agreement and may be a party, group, or committee representing the interested activities or the DoD Components.

c. Government Purpose Rights. The rights to:

(i) Use, modify, reproduce, release, perform, display, or disclose the Product within the Government without restriction; and,

(ii) Release or disclose the Product outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the Product for United States Government purposes.

d. PEO STRI. The Program Executive Office for Simulation, Training and Instrumentation.

e. PM. Project or Product Manager.

f. Product. The technical data, hardware or software, or combination of some or all of the above, which is provided to the U.S Government agency or USG contractor through this Distribution Agreement.

g. Unlimited Rights. The rights to use, modify, reproduce, release, perform, display, or disclose the Product in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

h. U.S. DoD Contractor. Those U.S. contractors currently holding grants or contracts with the Department of Defense, or those contractors declared eligible for DoD Product(s) by a sponsoring DoD activity.

2. The Product is authorized for distribution in accordance with:

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Distribution Statement C. Distribution authorized to U.S. Government Agencies and their contractors. Other requests shall be referred for consideration to the controlling DoD office.

Distribution Statement D. Distribution authorized to the Department of Defense and U.S. DoD contractors only. Other requests shall be referred to the controlling DoD office.

3. **WARNING**. This document refers to technical data, hardware or non-commercial computer software, or a combination of some or all of the above, the export of which is restricted by the Arms Control Act (Title 22, U.S.C., Sec. 2751), et. seq, or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401, et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

4. Subject to approval by a Government Sponsor, the Products may be used for the purpose(s) stated with the following general conditions.

a. These Products will be handled and maintained in accordance with For Official Use Only, Export Control and Army Regulation 380-5 requirements.

b. These Products will be used only in accordance with this Distribution Agreement. The purpose may include incorporating the Product, or elements thereof, into Products being developed under the terms of a current contract with the U.S. Government.

c. These Products itself will not be modified, adapted, or otherwise altered.

d. These Products may be distributed with Product(s) from other USG agencies. Additional restrictions may apply to software not owned or controlled by PEO STRI.

e. These Products shall not be re-distributed, without the express permission DoD signatory found on this DA . The recipient is prohibited from using any open source code delivered within the product for commercial practices and profitable gains. The recipient may reproduce copies of the Product for use within his organization, or to perform under the terms and conditions of a USG contract for the specific purpose set out in this DA. A copy of this approved Distribution Agreement shall be provided and maintained with each authorized copy of the Product and appropriate personnel shall be briefed regarding the Distribution Agreement requirements. In addition, the controlling DoD office is to be formally notified of the name, address and designated point of contact of all authorized U.S.

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contractors and subcontractors to whom a copy is provided. The original recipient of the Product shall be responsible for compliance with the terms of this Distribution Agreement related to all authorized copies.

f. Changes to any simulation software source code or simulation project file may not be further distributed by the recipient without the approval of the controlling DoD office. Recipients wishing to distribute changes, which they have developed, may submit such changes to the controlling DoD office with unlimited rights. These changes will be considered for incorporation in future releases of the product.

g. U.S. contractors and sub-contractors will return or destroy all Product(s) upon completion of the approved work, or completion of the contract under which the work is authorized, whichever comes first.

h. These Products may be developmental in nature and the U.S. Government and its agents shall not be liable for any harm, damage, or injury that may result from the use or untimely receipt of the Product.

j. The controlling DoD office or current identified office may revoke permission or hereinafter make permission subject to additional conditions as dictated by Government interests.

k. The individual who will act as recipient of the Product on behalf of the U.S. contractor is a U.S. citizen.

l. The U.S. contractor acknowledges his responsibilities under the U.S. export control laws and regulations and agrees that it will not disseminate any export-controlled Product subject to this agreement in a manner that would violate applicable export control laws and regulations.

m. The U.S. contractor agrees that he will not provide access to this material to persons other than its employees or persons acting on its behalf without permission of the controlling DoD office or current identified DoD Office.

n. To the extent of his knowledge and belief, the requesting U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to the Product, who is debarred, suspended, or otherwise ineligible from performing on U.S. Government contracts, or has violated U.S. export control laws.

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o. The U.S. contractor is not debarred, suspended or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of DoD Directive 5230.25.

5. As consideration for the distribution of the Product, the approved recipient shall provide to the controlling DoD office any and all changes, enhancements, improvements or modifications which may be made to the Product while in the approved recipient's possession. The changes, enhancements, improvements or modifications made to the Product, along with all software source code, will be provided to the controlling DoD office with at least Government Purpose Rights. If the enhancements, improvements or modifications made to the Product are not received by the controlling DoD office it will be deemed a breach of this agreement and may result in prosecution of the USG's rights in the applicable forum. The controlling DoD office will also demand the immediate return and/or destruction of the Product in the approved recipient's possession. A failure to return and/or destroy the Product it will be deemed a breach of this agreement and may result in prosecution of the USG's rights in the applicable forum. The contractor agrees that it will not assert that such return and/or destruction is a Government-caused delay under any contract with the U.S. Government.

6. This data shall not be redistributed, sold, or used for commercial purposes by the recipient, in whole or in part, without the express written permission of PEO STRI. The approved recipient may reproduce copies of this material (including software) only for use with the recipient's organization, or to perform under the terms and conditions for the specific purpose stated within this Distribution Agreement. A copy of the approved Distribution Agreement shall be provided and maintained with each authorized copy of the UH-72A VMT Specifications, and appropriate personnel shall be briefed regarding the Distribution Agreement requirements. In addition, PEO STRI is to be formally notified of the name, address and designated point of contact for all authorized U.S. Contractors/sub-contractors to which a copy is provided. The company (as identified below) shall be responsible for compliance with the terms of this Distribution Agreement related to all authorized copies.

The recipient hereby agrees to conditions identified above and will utilize the UH-72A VMT Specifications, only for the purpose/use described above. The Recipient further understands that processing or transmitting this export controlled material via any public electronic medium is prohibited

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In witness whereof, the parties have caused this agreement to be executed as of the ____ Day
of _____.

U.S. Government _____

By: _____

By: _____

Name: Michelle Williams

Name:

Title: Contract Specialist

Title: