

DISTRIBUTION AGREEMENT

Bifrost

(For United States Government and USG Contractors)

- **DISTRIBUTION STATEMENT-** The Bifrost Software and associated materials (together herein, “Bifrost Software”) is authorized for distribution in accordance with CUI//SP-CTI, EXPT//Distribution Statement C: Distribution authorized to U.S. Government agencies and their contractors (ADMINISTRATIVE OR OPERATIONAL USE, March 4, 2021). OTHER REQUESTS SHALL BE REFERRED TO THE U.S. ARMY PROGRAM EXECUTIVE OFFICE SIMULATION, TRAINING, AND INSTRUMENTATION (PEO STRI), PROJECT MANAGER FOR CONSTRUCTIVE SIMULATION SUPPORT (PDM CSS), ONE SEMI-AUTOMATED FORCES (ONESAF) PROGRAM.
- **WARNING** This Agreement refers to technical data, the export of which is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, and et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., and App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate Bifrost Software in accordance with provisions of DoD Directive 5230.25.

SUBJECT TO APPROVAL BY A GOVERNMENT SPONSOR, THE BIFROST SOFTWARE MAY BE USED FOR THE PURPOSE STATED WITH THE FOLLOWING TERMS AND CONDITIONS:

1. The Bifrost Software is Controlled Unclassified Information (CUI) Export Control under ITAR 22CFR ch1 (4-1-13 Ed) 121.8, and shall be handled and maintained in accordance with DoD 5220.22M -NISPOM, AR 380-5 Information Security Program.
2. The Bifrost Software will be used only in accordance with this Distribution Agreement. The purpose may include incorporating the Bifrost Software, or elements thereof, into products being developed under the terms of a current contract with the U.S. Government. The Bifrost Software and data will not be modified, adapted, or otherwise altered except as required for the stated purpose.
3. Bifrost Software may be distributed with products from other USG agencies. Additional restrictions may apply to software not owned or controlled by PdM CSS, OneSAF (see documentation provided with the software).
4. Bifrost Software shall not be re-distributed, sold, or used for commercial purposes by Recipient, in whole or in part, without the express permission of the PEO STRI PdM CSS, OneSAF except as set forth herein. Recipient may copy Bifrost Software for use within the recipient’s organization, or by an authorized U.S. contractor/sub-contractor organization, for the Purpose stated within this Agreement. A copy of this Agreement shall be provided and maintained with each authorized copy of the Bifrost Software and appropriate personnel shall be briefed regarding the Agreement requirements. PdM CSS, OneSAF is to be formally notified of the name, address and designated POC of all authorized U.S. contractors/sub-contractors to which a copy is provided. Recipient shall be responsible for compliance with this Agreement related to all authorized copies.
5. Changes to the Bifrost Software source code may not be further distributed by the Recipient. Recipients wishing to distribute changes, which they have developed, may submit such requests to PdM CSS, OneSAF for approval and further restrictions as applicable.
6. Recipient will ensure that its sub-contractors will return or destroy all Bifrost Software upon completion of the approved work, or completion of the contract under which the work is authorized, whichever comes first.
7. This Bifrost Software is developmental in nature. The U.S. Government and its agents shall not be liable for any harm, damage, or injury that may result from the use of the Bifrost Software.
8. PdM CSS, OneSAF may revoke permission or hereinafter make permission subject to additional conditions as dictated by Government interests.
9. The individual who will act as recipient of the Bifrost Software is a U.S. citizen.
10. Recipient acknowledges its responsibilities under the U.S. export control laws and regulations and agrees that it will not disseminate any export-controlled material subject to this Agreement in a manner that would violate applicable export control laws and regulations.

11. The Bifrost Software shall not be released or provided to any USG contractor who is Foreign Owned, Controlled or Influenced (FOCI) unless a copy of the State Department documentation (SF328 and D-2032) authorizing approval to work on DoD Government contract and if required a copy of the Technical Assistance Agreement (TAA) is provided to PdM CSS, OneSAF as well for review as per DODM 5220.22M – NISPOM, AR 380-49 – Industrial Security.
12. The Bifrost Software shall not be sold, released, provided or demonstrated to any Foreign National, or Foreign Representative without prior foreign disclosure approval from the PEO STRI G2, FDO per AR 5-11 – Management of Army Modeling and Simulation and AR 380-10 – Foreign Disclosure and Contract with Foreign Representatives.
13. Unless dissemination is permitted herein and by applicable regulations, Recipient will not provide access to the Bifrost Software other than to its employees or persons acting on its behalf without permission of PdM CSS, OneSAF.
14. Recipient 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.
15. Recipient may not distribute changes to the Bifrost Software source code except as set forth herein without the approval of PdM CSS, OneSAF. Recipient may incorporate Bifrost Software, or elements thereof, into products developed by recipient and its sub-contractors. As consideration for the Government providing the Bifrost Software, recipient will provide PdM CSS, OneSAF Unlimited Rights, per DFARS 252.227-7014, to the modified software. The approved recipient agrees to provide to the controlling DOD office, without further Government request, any and all changes, enhancements, improvements or modifications which may be made to the Bifrost Software while in the approved recipient's possession. Personally Identifiable Information (PII) should not be included in the software baseline. If PII is found, it will be removed by PdM CSS, OneSAF. If PdM CSS, OneSAF does not receive the enhancements, improvements or modifications made to Bifrost Software with Unlimited Rights, PdM CSS, OneSAF, may demand the return and/or destruction of the Bifrost Software in Recipient's possession. A failure to return and/or destroy the Bifrost Software will be deemed a breach of this agreement and may result in prosecution of the USG's rights in the applicable forum. The following items include, but are not limited to, changes to the Bifrost Software code:
 - Creation of new functionality
 - Any modification of existing functionality
 - The modification of existing architecture

Does the Recipient intend to make changes to Bifrost source code as described above? _____

If yes, please provide a description of modifications and projected completion date: _____

Description:

Projected completion date: _____

16. Recipient acknowledges that the Bifrost Software is released under an Assess Only Certificate.
In order to operate and maintain the Bifrost Software, the recipient must also acknowledge, agree and adhere to all information security related policies, procedures, controls and limitations in the environment in which the Bifrost Software will be installed. Bifrost is part of the Assess Only Certification of OneSAF. As such all Cybersecurity Risk Management Framework (RMF) documentation for Bifrost is within the OneSAF Assess Only package and will be addressed there. There are certain Cybersecurity RMF controls that are not addressed. These controls will need to be addressed as needed by site requirements. A list of controls that are not addressed under the Assess Only are listed in Appendix A. RMF control families are comprised of numerous individual controls which dictate various aspects of physical and logical security for a system or application. Under RMF the use of Bifrost may call for responsibility for all or part of a control family by the gaining site. Also, certain controls have multiple Control Correlation Identifiers (CCI) which have been identified as a responsibility of either the OneSAF Program, Shared (between OneSAF and the site), or site. Please refer to the OneSAF Security Plan (SP) for details on these controls.

The SP can be requested at usarmy.orlando.peo-stri.list.onesaf-product-support@army.mil. These controls are found in OneSAF Appendix A.

For those recipients, whose environment connects to an UNCLASSIFIED or CLASSIFIED DoD enclave, the recipient must also adhere to the restrictions as defined within the OneSAF Assess Only Certificate. Any security vulnerabilities detected with the Bifrost Software will be reported by the user to PdM CSS, OneSAF.

Recipient hereby waives any and all claims for damages under any U.S. Government contract for alleged Government caused delay occasioned by revocation of the right to use Bifrost Software.

Bifrost version/product(s), component(s) or configuration baseline(s) being requested: _____

Select the appropriate checkbox(es) below to request a Bifrost component(s):

Sensors as a Service (SaaS)

Advanced Framework for Simulation, Integration, and Modeling (AFSIM)

DoD, DoD Contractors, and U.S. Government Agencies

The Bifrost Software is transferring to:

Foreign Nationals or Foreign Representatives

Install media type required: _____

Estimated project completion date: _____

PURPOSE: Clearly identify the intended purpose/use of the Bifrost Software material plus impact of not receiving material. Contractor requests are to include pertinent section(s) of the contractual Work Statement or the Request for Proposal that require the Bifrost Software.

Simulation Community(ies) Supported:

Acquisition –

Analysis –

Experimentation –

Intelligence –

Test and Evaluation –

Training –

Army Cross Functional Teams (CFTs) Supported:

Long Range Precision Fires (LRPF) _

Next Generation Combat Vehicle (NGCV) _

Future Vertical Lift (FVL) _

Air & Missile Defense (AMD) _

Precision Navigation Timing (PNT) _

Synthetic Training Environment (STE)

Soldier Lethality (SL) _

Network, Command, Control, Communications, and Intelligence (NC3I)

Other service priority - Provide service and focus of effort:

Requesting Company/Organization: _____

Contact Name: _____

Job Title: _____

E-mail: _____

Address 1: _____

Address 2: _____

City: _____ Country/State: _____ Postal/Zip code: _____ - _____

Phone no: _____ ext./DSN: _____

I HEREBY AGREE TO CONDITIONS 1-16 IDENTIFIED ON PAGES 1, 2, AND 3 OF THIS DOCUMENT AND WILL UTILIZE THE BIFROST SOFTWARE ONLY FOR THE PURPOSE/USE DESCRIBED ABOVE. I UNDERSTAND THAT PROCESSING OR TRANSMITTING THIS EXPORT CONTROLLED MATERIAL VIA ANY PUBLIC ELECTRONIC MEDIUM IS STRICTLY PROHIBITED.

Signature: _____

FOR AUTHORIZED USG CONTRACTOR REQUESTS

(To Be Completed by USG Sponsoring Organization COTR or other authorized individual. Only required for Government sponsored requests.)

Forward a copy of the pertinent section(s) of the Statement of Work (SOW) or Request for Proposal (RFP) which supports the Bifrost Software as a supplement to this form.

USA Sponsor (Organization): _____

USA Contract Number: _____

Contract Completion Date: _____

It is requested that the Bifrost Software material be released to the above-identified contractor for the purpose as stated. It is hereby certified that the contract number and completion date identified above are correct and the identified contractor requires the Bifrost Software material for the purpose stated.

Name: _____

Job Title: _____

Telephone: _____ DSN: _____

E-mail: _____

Authorized Signature: _____

U.S. GOVERNMENT DOD CONTROLLING OFFICE ENDORCEMENT/APPROVAL

(This section is for internal OneSAF use only.)

The above request is approved for the purpose stated by the requester.

Pre-Release Approval:

Name: _____

Job Title: _____

Telephone: _____ DSN: _____

E-mail: _____

Authorized Signature: _____

Release Approval:

Name: _____

Job Title: _____

Telephone: _____ DSN: _____

E-mail: _____

Authorized Signature: _____

**When the DA form is completed and electronic signatures are included, please send it to the following email address for processing: usarmy.orlando.peo-stri.list.onesaf-product-support@army.mil