

DISTRIBUTION AGREEMENT
Bifrost Product Line Configuration
(For Academia and IR&D Development Activities)

- **DISTRIBUTION STATEMENT** The Bifrost Software and associated materials (together herein, "Bifrost Software") is not authorized for further distribution outside of the requesting organization (hereafter referred to as "Recipient").
- **WARNING** This Distribution 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) or Export Control under ITAR 22CFR ch1 (4-1-13 Ed) 121.8, and shall be handled and maintained in accordance to DoD 5220.22M -NISPOM, AR 380-5 Information Security Program and the OneSAF Program Protection Plan (PPP).
2. The Bifrost Software shall 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 an Academic Institution Internal Application, a Cooperative Research and Development Agreement (CRADA), an Other Transaction Authority (OTA), or an Independent Research and Development (IR&D) project. The Bifrost Software and data will not be modified, adapted, or otherwise altered except as required for the stated purpose.
3. 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. Further, the Bifrost Software shall not be released or provided to any organization (including those defined as academic institutions per 26 U.S.C. 501(c) (3)) who is Foreign Owned, Controlled or Influenced (FOCI). The Recipient is prohibited from using the Bifrost open source code for commercial practices and profitable gains. A copy of this Distribution Agreement shall be provided and maintained with each authorized copy of the Bifrost Software and appropriate personnel shall be briefed regarding the Distribution Agreement requirements. Recipient shall be responsible for compliance with this Agreement related to all authorized copies.
4. Recipient shall ensure that all individuals/organizations supporting Recipient return or destroy all Bifrost Software upon completion of the approved work, or completion of the agreement under which the work is authorized, whichever comes first.
5. The 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.
6. The controlling DoD office may revoke permission or hereinafter make permission subject to additional conditions as dictated by Government interests.
7. The Recipient or any person acting on behalf of Recipient of the Bifrost Software is a U.S. citizen.
8. Recipient acknowledges its responsibilities under the U.S. export control laws and regulations and agrees that it shall not disseminate any export-controlled material subject to this Agreement in a manner that would violate applicable export controls laws and regulations.
9. 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.
10. Unless dissemination is permitted herein and by applicable regulations, Recipient shall not provide access to the Bifrost Software other than to its employees or persons acting on its behalf without permission of the controlling DoD office. Further, Recipient shall provide access to the Bifrost Software only to persons who are citizens of the United States.

11. 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.
12. Recipient shall not distribute changes to the Bifrost Software source code except as set forth herein without the approval of PdM CSS, OneSAF. As consideration for the distribution of the Bifrost Software, 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 Bifrost Software, along with all software source code, shall be provided to the controlling DoD office with Unlimited Rights. The approved Recipient shall send a white paper to the controlling DoD office, at a minimum, on an annual basis. Annual white papers are to be filed no later than January 31 of each calendar year. The white paper shall describe all changes, enhancements, improvements or modifications the Recipient has made to the Bifrost Software. If the white paper or enhancements, improvements, or modifications made to the Bifrost Software are not received by the controlling DoD office with Unlimited Rights, the controlling DoD office retains the right to demand the return and/or destruction of the Bifrost Software in the approved Recipient's possession. Failure to return and/or destroy the Bifrost Software will be deemed a breach of this Distribution Agreement and may result in prosecution of the USG's rights in the applicable forum. Examples of changes, enhancements, improvements, and modifications include, but are not limited to, the following items:
 - a. Creation of new entities, units, or behaviors
 - b. Any modification of existing entities, units, or behaviors
 - c. The modification of existing code
 - d. The creation of new physical models
13. Recipient agrees that prior to publication of any research results arising out of or from the use of the Bifrost Software, the controlling DoD office shall be notified and given the opportunity to review and possibly prohibit said publication if the research results contain information which may adversely affect the national interest.
14. 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. There are certain Cybersecurity Risk Management Framework (RMF) controls that are not addressed. These controls will need to be addressed as needed by site requirements. RMF control families are comprised of numerous individual controls which dictate various aspects of physical and logical security for a system or application. OneSAF gaining site responsibility may call for responsibility for all or part of a control family. Also, certain controls have multiple Control Correlation Identifiers (CCI) which have been identified as either OneSAF, shared or site responsibility as required for the OneSAF application. 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 the 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.

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

The Bifrost Software is transferring to a/an:

☐ Academic Institution as defined by 26 U.S.C. 501(c)(3)

☐ Recipient conducting Internal Research and Development (IR&D)

Install media type required:_____

Estimated project completion date: _____

PURPOSE: Clearly identify the intended purpose/use of the Bifrost Software and the impact of not receiving the material.

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 1-15 IDENTIFIED ON PAGES 1 AND 2 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: _____ Date: _____

REQUEST FOR RELEASE AUTHORIZATION**(To be completed by sponsoring USG organization, if applicable.)**

It is requested that the Bifrost Software be released to the above-identified Recipient for the purpose as stated. It is hereby certified that the information identified above is correct and the identified Recipient requires the Bifrost Software for the purpose stated.

Name: _____

Job Title: _____

Telephone: _____ DSN: _____

E-mail: _____

Authorized Signature: _____ Date: _____

U.S. GOVERNMENT DOD CONTROLLING OFFICE ENDORSEMENT/APPROVAL**(This section is for internal OneSAF use only.)**

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

Technical Review (Required for any pre-release requests of the Bifrost Software):

Name: _____

Job Title: _____

Telephone: _____ DSN: _____

E-mail: _____

Authorized Signature: _____ Date: _____

Release Approval:

Name: _____

Job Title: _____

Telephone: _____ DSN: _____

E-mail: _____

Authorized Signature: _____ Date: _____