

ADVANCED AUTONOMOUS CAPABILITIES (AAC) PRODUCTS TERMS OF USE AGREEMENT

Your company (which is hereinafter referred to as the “Recipient”) may receive access to Unmanned Maritime Autonomy Architecture (UMAA), Rapid Autonomy Integration Lab (RAIL) and Peer Group / RAIL processes governing documents, models, interface control documents, and other Technical Data (hereinafter referred to as “Data”) that shall only be used to generate and support questions, comments, industry days, working groups, and other industry feedback in regards to the Government’s AAC products.

In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement and follow the specific Distribution Statements, markings, and guidance on each individual document.

DISCLOSURES AND RESTRICTIONS

General: The Recipient may receive access to Technical Data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Section 2751 et seq.) or Executive Order 12470. Violations of these export laws are subject to severe criminal penalties.

Public release: The Recipient may receive access to Data which contains information EXEMPT FROM MANDATORY DISCLOSURE under the Freedom of Information Action. Additional guidance applies after the For Official Use Only (FOUO) controls have been removed. No publicity releases, World Wide Web sites, or public displays of any kind are authorized on this Data without the prior expressed written consent of COMNAVSEASYS COM (00D) or higher DoD authority. The fact that certain details of information are shown to be unclassified information does not automatically mean it is eligible for public release. All requests for public release shall be processed through appropriate channels for publication approval.

Foreign Disclosure: The Recipient may not disclose any documents or Data marked as NOFORN to foreign nationals (regardless of clearance, export licenses, or international agreement) or transmit said enclosures outside the geographical bound or custom territory of the United States of America.

Subcontractor Disclosure: The Prime Contractor is responsible for any subcontractor disclosure considerations and must ensure that it adheres to the rules of the subject agreement. The Prime may allow subcontractors to view documents under its control in accordance with the DoD 5220.22-M National Industrial Security Program Operating Manual (NISPO).

Destruction Notice: For classified documents, follow the procedures in DoD 5220.00-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or SECNAVINST 5510.36, Chapter 10. For controlled unclassified information (CUI), follow the procedures in DoD 5200.48 Controlled Unclassified Information (CUI), Section 4.5. For unclassified or limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

Classified Documents: Classified documents shall be marked with the appropriate level of classification designations, such as (C), (S), and (S/NF). Personnel accessing classified information in support of the development of AAC’s products (generating questions and comments, attending industry days and working groups, and providing other industry feedback) need only possess a security clearance at the level of classification necessary to accomplish these tasks. The highest level of classification involved in these efforts contract is Secret.

Data Suitability: The Recipient agrees to accept this Data “as is” without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

Data Provided to Third Parties: Data provided to the Recipient may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure. The recipient shall follow the specific Distribution Statements, Markings, and guidance on each individual document. In consideration for receiving such Data, the Recipient agrees to consider the Data Government-Furnished Information and use the Data strictly in accordance with in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.227-7025.

USE OF DATA

The Recipient must comply with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

The Recipient must comply the protection requirements in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting" and National Institute of Standards and Technologies (NIST) Special Publication 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations".

The Recipient may NOT:

- a. Duplicate, transmit, or post the Data in a manner contrary to the guidance provided herein or the restrictive markings contained on and within the specific documents.
- b. Disclose the Data to anyone without proper clearance.
- c. Disclose the Data to foreign nationals (regardless of clearance, export licenses, or international agreement) or transmit said enclosures outside the geographical bound or custom territory of the United States of America.

Copy Log: In order to facilitate review, the Recipient is granted the authority to make copies of this Data. The Recipient shall maintain a copy log of all electronic and produced copies, to whom and when the copies were distributed, and date of destruction. The Recipient shall furnish these records upon demand of the Contracting Officer or other authorized Government security officials. The Recipient shall provide a copy of the log, via email, to the Contracting Officer no later than 7 days after destruction of the above documents is completed as specified herein.

RECIPIENT IDENTIFICATION

Provide the following information for the Recipient:

Business Name: _____
DUNS Number: _____
CAGE Code: _____
Business Address: _____
Mailing Address: _____

Level of Facility Clearance: _____
Level of Storage Capability: _____

Classified Mailing Address: _____
Classified Mailing POC: _____
Security Manager: _____

ACKNOWLEDGEMENT AND ACCEPTANCE

As the Facility Security Officer of the above business, I hereby acknowledge and accept the terms of this agreement.

_____ Print Name	_____ Signature	_____ Date
_____ Telephone No.	_____ Email Address	

As the Authorized Representative of the above business, I hereby acknowledge and accept the terms of this agreement.

_____ Print Name	_____ Signature*	_____ Date
_____ Telephone No.	_____ Email Address	

* Authorized to sign on behalf of the company