

23

TAB 23

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
		K	1	4
2. AMENDMENT/MODIFICATION NO. P00172	3. EFFECTIVE DATE JUL 25 1994	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO.	
6. ISSUED BY U.S. ARMY MISSILE COMMAND AMSHI-AC-CQCA MRS. PAT MCKAY/205-876-8849 REDSTONE ARSENAL AL 35898-5280	CODE W31P40 /2F MLRS, AMMO	7. ADMINISTERED BY DPRO LORAL/VOUGHT PO BOX 655907 MS 4915 DALLAS TX 75265-5907	CODE 54420A	
		SCD A	PAS NONE	ADP PT FY7628
8. NAME AND ADDRESS OF CONTRACTOR LORAL VOUGHT SYSTEMS 1701 W MARSHALL DRIVE GRAND PRAIRIE TX 75051		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DAAH01-89-C-0336	
		X	10B. DATED (SEE ITEM 13) 89JUN30	
CODE 64059	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers [] is extended [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitations or as amended by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IF by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

SEE CONTINUATION SHEET

C 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- () A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1
- X D. OTHER (Specify type of modification and authority)

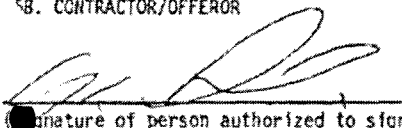
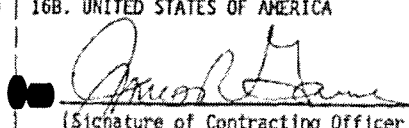
E. IMPORTANT: CONTRACTOR [] IS NOT, [X] IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO THE ISSUING OFFICE.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

DUPLICATE ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) B. N. SMITH DIRECTOR, BUSINESS OPERATIONS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] CONTRACTING OFFICER
---	---

15B. CONTRACTOR/OFFEROR  Signature of person authorized to sign	15C. DATE SIGNED 20 Jul 94	16B. UNITED STATES OF AMERICA  Signature of Contracting Officer	16C. DATE SIGNED 25 Jul 94
--	-------------------------------	---	-------------------------------

A-1 THE CONTRACT DELIVERY SCHEDULE IS HEREBY CORRECTED AS SHOWN IN ATTACHMENT 5. THIS ADMINISTRATIVE CORRECTION IS AT NO CHANGE TO THE CONTRACT PRICE.

A-2 ENGINEERING CHANGE PROPOSAL MI-C1640, "ROCKET POD TRAINER, RADIUS BLOCKS, ALTERNATE MATERIAL", IS HEREBY INCORPORATED INTO CLINS 0032, 0037, 0042, 0047AA, 0047AB, 7012, AND 7022 OF THE SUBJECT CONTRACT AT NO CHANGE TO THE CONTRACT PRICE.

A-3 VALUE ENGINEERING CHANGE PROPOSAL (VECP) MI-C1658, "REDUCED RANGE PRACTICE ROCKET (RRPR) - REMOVAL OF SPIN BALANCE", IS HEREBY INCORPORATED INTO THE SUBJECT CONTRACT. VECP MI-C1658 IS ACCEPTED BASED UPON A MINIMUM SAVINGS OF \$31,200.62 ON THE INSTANT CONTRACT DURING THE SHARING PERIOD.

MINIMUM SAVINGS IS DEFINED AS TOTAL SAVINGS LESS ANY APPLICABLE DEVELOPMENT AND/OR IMPLEMENTATION COSTS PRIOR TO ADJUSTMENT FOR CONTRACTOR SHARE OF SAVINGS. THE AMOUNT OF SAVINGS IS SUBJECT TO FINAL NEGOTIATIONS. IN NO EVENT SHALL THE FINAL NEGOTIATED AMOUNT REFLECT A SAVINGS LESS THAN THE MINIMUM OF \$31,200.62. DEFINITIZATION WILL BE BY MODIFICATION ON A FIRM-FIXED-PRICE BASIS.

THIS VECP APPLIES TO THE FOLLOWING CLINS OF THE SUBJECT CONTRACT. THE GOVERNMENT'S SHARE OF THE NOT-LESS-SAVINGS OF \$31,200.62 IS 50 PERCENT, OR \$15,600.31. THIS AMOUNT IS DEOBLIGATED FROM THE CLINS LISTED BELOW.

CLIN	VECP Quantity	CLIN Quantity
0044AB	1880	3341
0044AC	492	492

A-4 THE IMPACT OF THIS MODIFICATION ON CONTRACT PRICES PER CLIN IS SHOWN BELOW:

CLIN	PREVIOUS UNIT PRICE	PREVIOUS TOTAL PRICE	NEW UNIT PRICE	NEW TOTAL PRICE
0044AB	UNDEFINITIZED	\$93,162,682.47	UNDEFINITIZED	\$93,149,084.60
0044AC	UNDEFINITIZED	14,175,179.28	UNDEFINITIZED	14,173,176.84

THE TABLE BELOW SHOWS THE CURRENT FUNDED AMOUNT FOR EACH UNDEFINITIZED CLIN SHOWN ABOVE:

CLIN	PREVIOUS	PREVIOUS TOTAL FUNDED AMOUNT	CURRENT	CURRENT TOTAL FUNDED AMOUNT
	FUNDED AMOUNT BY UNIT		FUNDED AMOUNT BY UNIT	
0044AB	\$ 27,884.67	\$93,162,682.47	\$ 27,880.60	\$93,149,084.60
0044AC	28,811.34	14,175,179.28	28,807.27	14,173,176.84

A-5 EXCEPT FOR THE DEFINITIZATION OF VECP MI-C1658, THIS MODIFICATION CONSTITUTES COMPLETE, FULL, AND FINAL SETTLEMENT FOR ALL THE CONTRACTUAL CHANGES OF THIS MODIFICATION. THE PARTIES HEREBY MUTUALLY RELEASE EACH OTHER FROM ANY AND ALL LIABILITY UNDER THIS CONTRACT FOR FURTHER EQUITABLE ADJUSTMENTS ATTRIBUTABLE TO SUCH FACTS OR CIRCUMSTANCES GIVING RISE TO THESE CHANGES.

OFFEROR OR CONTRACTOR: LORAL VOUGHT SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
---------	-------------------	----------	------	------------	-------------

0044AB	PRODUCTION QUANTITY PRON: A13EF13759 ACRN: CK AMS CD: 2230592601	3341	EA	\$UNDEFINITIZED	\$93,149,084.60 NTE PER MOD P00122
--------	--	------	----	-----------------	---------------------------------------

SECTION B - Supplies or Services
and Prices/Costs

NSN: 1340-01-149-0918
NOUN: PRACTICE ROCKET POD
FSCN: 18876
PART NO. 13031900
SECURITY CLASS: UNCLASSIFIED

0044AC	PRODUCTION QUANTITY PRON: NG200501NG ACRN: CN AMS CD: 000000 CUSTOMER ORDER NUMBER: W74VAE20650001	492	EA	\$UNDEFINITIZED	\$14,173,176.84 NTE PER MOD P00122
--------	---	-----	----	-----------------	---------------------------------------

SECTION B - Supplies or Services
and Prices/Costs

NSN: 1340-01-149-0918
NOUN: PRACTICE ROCKET POD
FSCN: 18876
PART NO. 13031900
SECURITY CLASS: UNCLASSIFIED

SECTION G - ADMINISTRATIVE DATA ACCOUNTING & APPROPRIATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCR/DECR AMOUNT	CUMULATIVE AMOUNT
0044AB 2230592601	A13EF13759	CK	1	\$93,162,682.47	\$ 13,597.87-	\$93,149,084.60
0044AC 000000	NG200501NG	CW	1	\$14,175,179.28	2,002.44-	14,173,176.84
NET CHANGE					\$ 15,600.31-	

NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCR/DECR AMOUNT
CK 21	32032 35L5L06P2230 2582 S01021	H31P4S	\$ 13,597.87-
CW 97	203500118 181098P22100031EA S49092APCEL41	W74VAE	2,002.44-
NET CHANGE			\$ 15,600.31-

NET CHANGE FOR AWARD:	PRIOR AMOUNT OBLIGATED	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIGATED AMOUNT
	\$1,392,992,506.96	\$ 15,600.31-	\$1,392,976,906.65

ATTACHMENT 5
HARDWARE DELIVERY SCHEDULE

PROGRAM YEAR IV - FY92

CLIN	CY93												CY94							TOTAL
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
0031											1	7	7	7	4	7	4	7	44	
0032											2	14	14	14	8	14	8	14	88	
0033AA	400	400	400	400	400	400	400	400	181										3381	
0034AA										301	400	231							932	
0034AB												169	400	50					619	

FY92 OPTION

CLIN	CY94						TOTAL
	Aug	Sep	Oct	Nov	Dec		
0036	4	7	7	7	4	29	
0037	8	14	14	14	8	58	

PROGRAM YEAR V - FY93

CLIN	CY95								TOTAL
	Feb	Mar	Apr	May	Jun	Jul	Aug		
0041	7	7	4	7	8	8	3	44	
0042	14	14	8	14	16	16	6	88	

CLIN	CY94								CY95								TOTAL	
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		Aug
00143AA																		85
0143AB																		1
0044AA	232	400	300														932	
0044AB	246	425	425	425	425	425	339	425	85	85	36							3341
0044AC											49	85	85	85	85	18	492	

CLIN	CY96		CY97	TOTAL
	Nov	Dec	Jan	
0043AA		45		45
0243AA			36	36

ATTACHMENT 5
HARDWARE DELIVERY SCHEDULE

FY93 OPTION

CLIN	CY93		CY94		CY95		TOTAL
	Aug	Sep	Mar	Dec	Jan	Feb	
0046				2	7		9
0047				4	14		18
0048AA	236	79					315
0048AB		3					3
0049AA				50			50
0049AB				68			68

FY 93 Option

CLIN	CY95				CY96			TOTAL
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
7011	5	8	8	8				29
7012	10	16	16	16				58
7021					7	6	5	18
7022					14	12	10	36

As of Modification P00171

24

TAB 24

CONTINUATION PAGE PAGE 11

SECTION 01710 - ELECTRICAL

1710-0000 - ELECTRICAL

The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule.

1710-0001 - ELECTRICAL

The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule.

URAL

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1710-0001	Electrical	EA	1	1000.00	1000.00
1710-0002	Electrical	EA	1	1000.00	1000.00
1710-0003	Electrical	EA	1	1000.00	1000.00
1710-0004	Electrical	EA	1	1000.00	1000.00
1710-0005	Electrical	EA	1	1000.00	1000.00
1710-0006	Electrical	EA	1	1000.00	1000.00
1710-0007	Electrical	EA	1	1000.00	1000.00
1710-0008	Electrical	EA	1	1000.00	1000.00
1710-0009	Electrical	EA	1	1000.00	1000.00
1710-0010	Electrical	EA	1	1000.00	1000.00

Notes to specifications and drawings:
 1. See specification regarding the use of the
 2. Supporting structure shall be as shown on drawings.
 3. All work shall be in accordance with the latest
 4. All work shall be in accordance with the latest

CONTINUATION PAGE PAGE 12

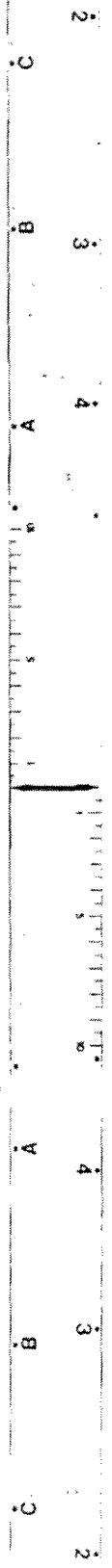
SECTION 01710 - ELECTRICAL

1710-0011 - ELECTRICAL

The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule.

1710-0012 - ELECTRICAL

The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule. The work shall include the installation of all electrical equipment, wiring, and conduits as shown on the drawings and specified in the schedule.



CDP M-C1397
 Drawing 01
 Sheet 1 of 1

IMPORTS SUMMARY

- A. All items in this column are "Imported" supplies. Imported items include materials and supplies obtained by the contractor through purchase or lease.
- B. The contractor's price.
- C. Labor and other items. The contractor shall have a duty to be satisfied through purchase or lease of materials. The contractor shall have a duty to be satisfied through purchase or lease of materials.
- D. Materials. The following list shows materials of equipment which are the subject of this contract. The contractor shall have a duty to be satisfied through purchase or lease of materials. The contractor shall have a duty to be satisfied through purchase or lease of materials.
- E. Materials. The following list shows materials of equipment which are the subject of this contract. The contractor shall have a duty to be satisfied through purchase or lease of materials. The contractor shall have a duty to be satisfied through purchase or lease of materials.

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250

Scale: 1" = 10'

Grid lines: A, B, C, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

WORKSHEET INFORMATION SHEET 1 OF 2

DATE: 5/1/08 10:21 AM

BY: [Name]

PROJECT: [Project Name]

DESCRIPTION: BEAM ASSY, INTERMEDIATE

PLANT: [Plant Name]

ITEM NO: [Item No]

QTY: [Qty]

UNIT: [Unit]

REVISION: [Revision]

APPROVED: [Signature]

WORKSHEET INFORMATION SHEET 1 OF 2

DATE: 5/1/08 10:21 AM

BY: [Name]

PROJECT: [Project Name]

DESCRIPTION: BEAM ASSY, INTERMEDIATE

PLANT: [Plant Name]

ITEM NO: [Item No]

QTY: [Qty]

UNIT: [Unit]

REVISION: [Revision]

APPROVED: [Signature]

CREATE NEW ENG INW SHEET 2 OF THIS NCR.

CREATE PL AS SHOWN BELOW

ITEM NO	DESCRIPTION	PLANT	QTY	UNIT
1	BEAM ASSY, INTERMEDIATE	[Plant]	[Qty]	[Unit]
2	PLATE, CARRIER, CASTING	[Plant]	[Qty]	[Unit]
3	PLATE, CARRIER, CASTING	[Plant]	[Qty]	[Unit]
4	PLATE, CARRIER, CASTING	[Plant]	[Qty]	[Unit]

WORKSHEET INFORMATION SHEET 2 OF 2

DATE: 5/1/08 10:21 AM

BY: [Name]

PROJECT: [Project Name]

DESCRIPTION: BEAM ASSY, INTERMEDIATE

PLANT: [Plant Name]

ITEM NO: [Item No]

QTY: [Qty]

UNIT: [Unit]

REVISION: [Revision]

APPROVED: [Signature]

WORKSHEET INFORMATION SHEET 2 OF 2

DATE: 5/1/08 10:21 AM

BY: [Name]

PROJECT: [Project Name]

DESCRIPTION: BEAM ASSY, INTERMEDIATE

PLANT: [Plant Name]

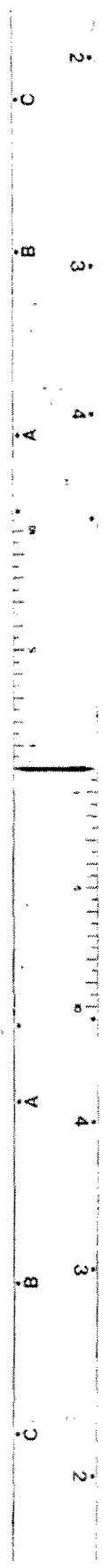
ITEM NO: [Item No]

QTY: [Qty]

UNIT: [Unit]

REVISION: [Revision]

APPROVED: [Signature]



25

TAB 25

DD FORM 1392 (Rev. 10-1-95)

1. **REPORT NUMBER** 135-01-0001-10013

2. **REPORT DATE** 1997

3. **REPORT TYPE AND PERIODICITY** Final Report

4. **PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)** ...

5. **AUTHOR(S)** ...

6. **TITLE** ...

7. **DESCRIPTORS** ...

8. **KEYWORDS** ...

9. **UNCLASSIFIED STATEMENT** ...

10. **SECURITY CLASSIFICATION** ...

11. **ABSTRACT** ...

12. **NOTES** ...

13. **REFERENCES** ...

14. **REMARKS** ...

15. **FORMER PUBLICATION STATEMENT** ...

16. **CONTROLLING NUMBER** ...

17. **PROJECT NUMBER** ...

18. **PROGRAM ELEMENT NUMBER** ...

19. **PROJECT ELEMENT NUMBER** ...

20. **REPORT NUMBER** ...

21. **REPORT DATE** ...

22. **REPORT TYPE** ...

23. **REPORT PERIOD** ...

24. **REPORT AVAILABILITY STATEMENT** ...

25. **REPORT PRICE** ...

26. **REPORT AVAILABILITY STATEMENT** ...

27. **REPORT AVAILABILITY STATEMENT** ...

28. **REPORT AVAILABILITY STATEMENT** ...

29. **REPORT AVAILABILITY STATEMENT** ...

30. **REPORT AVAILABILITY STATEMENT** ...

31. **REPORT AVAILABILITY STATEMENT** ...

32. **REPORT AVAILABILITY STATEMENT** ...

33. **REPORT AVAILABILITY STATEMENT** ...

34. **REPORT AVAILABILITY STATEMENT** ...

35. **REPORT AVAILABILITY STATEMENT** ...

36. **REPORT AVAILABILITY STATEMENT** ...

37. **REPORT AVAILABILITY STATEMENT** ...

38. **REPORT AVAILABILITY STATEMENT** ...

39. **REPORT AVAILABILITY STATEMENT** ...

40. **REPORT AVAILABILITY STATEMENT** ...

41. **REPORT AVAILABILITY STATEMENT** ...

42. **REPORT AVAILABILITY STATEMENT** ...

43. **REPORT AVAILABILITY STATEMENT** ...

44. **REPORT AVAILABILITY STATEMENT** ...

45. **REPORT AVAILABILITY STATEMENT** ...

46. **REPORT AVAILABILITY STATEMENT** ...

47. **REPORT AVAILABILITY STATEMENT** ...

48. **REPORT AVAILABILITY STATEMENT** ...

49. **REPORT AVAILABILITY STATEMENT** ...

50. **REPORT AVAILABILITY STATEMENT** ...

51. **REPORT AVAILABILITY STATEMENT** ...

52. **REPORT AVAILABILITY STATEMENT** ...

53. **REPORT AVAILABILITY STATEMENT** ...

54. **REPORT AVAILABILITY STATEMENT** ...

55. **REPORT AVAILABILITY STATEMENT** ...

56. **REPORT AVAILABILITY STATEMENT** ...

57. **REPORT AVAILABILITY STATEMENT** ...

58. **REPORT AVAILABILITY STATEMENT** ...

59. **REPORT AVAILABILITY STATEMENT** ...

60. **REPORT AVAILABILITY STATEMENT** ...

61. **REPORT AVAILABILITY STATEMENT** ...

62. **REPORT AVAILABILITY STATEMENT** ...

63. **REPORT AVAILABILITY STATEMENT** ...

64. **REPORT AVAILABILITY STATEMENT** ...

65. **REPORT AVAILABILITY STATEMENT** ...

66. **REPORT AVAILABILITY STATEMENT** ...

67. **REPORT AVAILABILITY STATEMENT** ...

68. **REPORT AVAILABILITY STATEMENT** ...

69. **REPORT AVAILABILITY STATEMENT** ...

70. **REPORT AVAILABILITY STATEMENT** ...

71. **REPORT AVAILABILITY STATEMENT** ...

72. **REPORT AVAILABILITY STATEMENT** ...

73. **REPORT AVAILABILITY STATEMENT** ...

74. **REPORT AVAILABILITY STATEMENT** ...

75. **REPORT AVAILABILITY STATEMENT** ...

76. **REPORT AVAILABILITY STATEMENT** ...

77. **REPORT AVAILABILITY STATEMENT** ...

78. **REPORT AVAILABILITY STATEMENT** ...

79. **REPORT AVAILABILITY STATEMENT** ...

80. **REPORT AVAILABILITY STATEMENT** ...

81. **REPORT AVAILABILITY STATEMENT** ...

82. **REPORT AVAILABILITY STATEMENT** ...

83. **REPORT AVAILABILITY STATEMENT** ...

84. **REPORT AVAILABILITY STATEMENT** ...

85. **REPORT AVAILABILITY STATEMENT** ...

86. **REPORT AVAILABILITY STATEMENT** ...

87. **REPORT AVAILABILITY STATEMENT** ...

88. **REPORT AVAILABILITY STATEMENT** ...

89. **REPORT AVAILABILITY STATEMENT** ...

90. **REPORT AVAILABILITY STATEMENT** ...

91. **REPORT AVAILABILITY STATEMENT** ...

92. **REPORT AVAILABILITY STATEMENT** ...

93. **REPORT AVAILABILITY STATEMENT** ...

94. **REPORT AVAILABILITY STATEMENT** ...

95. **REPORT AVAILABILITY STATEMENT** ...

96. **REPORT AVAILABILITY STATEMENT** ...

97. **REPORT AVAILABILITY STATEMENT** ...

98. **REPORT AVAILABILITY STATEMENT** ...

99. **REPORT AVAILABILITY STATEMENT** ...

100. **REPORT AVAILABILITY STATEMENT** ...

CONTINUATION PAGE

11 (Cont'd)

12 (Cont'd)

13 (Cont'd)

14 (Cont'd)

15 (Cont'd)

16 (Cont'd)

17 (Cont'd)

18 (Cont'd)

19 (Cont'd)

20 (Cont'd)

21 (Cont'd)

22 (Cont'd)

23 (Cont'd)

24 (Cont'd)

25 (Cont'd)

26 (Cont'd)

27 (Cont'd)

28 (Cont'd)

29 (Cont'd)

30 (Cont'd)

31 (Cont'd)

32 (Cont'd)

33 (Cont'd)

34 (Cont'd)

35 (Cont'd)

36 (Cont'd)

37 (Cont'd)

38 (Cont'd)

39 (Cont'd)

40 (Cont'd)

41 (Cont'd)

42 (Cont'd)

43 (Cont'd)

44 (Cont'd)

45 (Cont'd)

46 (Cont'd)

47 (Cont'd)

48 (Cont'd)

49 (Cont'd)

50 (Cont'd)

51 (Cont'd)

52 (Cont'd)

53 (Cont'd)

54 (Cont'd)

55 (Cont'd)

56 (Cont'd)

57 (Cont'd)

58 (Cont'd)

59 (Cont'd)

60 (Cont'd)

61 (Cont'd)

62 (Cont'd)

63 (Cont'd)

64 (Cont'd)

65 (Cont'd)

66 (Cont'd)

67 (Cont'd)

68 (Cont'd)

69 (Cont'd)

70 (Cont'd)

71 (Cont'd)

72 (Cont'd)

73 (Cont'd)

74 (Cont'd)

75 (Cont'd)

76 (Cont'd)

77 (Cont'd)

78 (Cont'd)

79 (Cont'd)

80 (Cont'd)

81 (Cont'd)

82 (Cont'd)

83 (Cont'd)

84 (Cont'd)

85 (Cont'd)

86 (Cont'd)

87 (Cont'd)

88 (Cont'd)

89 (Cont'd)

90 (Cont'd)

91 (Cont'd)

92 (Cont'd)

93 (Cont'd)

94 (Cont'd)

95 (Cont'd)

96 (Cont'd)

97 (Cont'd)

98 (Cont'd)

99 (Cont'd)

100 (Cont'd)

CONTINUATION PAGE

11 (Cont'd)

12 (Cont'd)

13 (Cont'd)

14 (Cont'd)

15 (Cont'd)

16 (Cont'd)

17 (Cont'd)

18 (Cont'd)

19 (Cont'd)

20 (Cont'd)

21 (Cont'd)

22 (Cont'd)

23 (Cont'd)

24 (Cont'd)

25 (Cont'd)

26 (Cont'd)

27 (Cont'd)

28 (Cont'd)

29 (Cont'd)

30 (Cont'd)

31 (Cont'd)

32 (Cont'd)

33 (Cont'd)

34 (Cont'd)

35 (Cont'd)

36 (Cont'd)

37 (Cont'd)

38 (Cont'd)

39 (Cont'd)

40 (Cont'd)

41 (Cont'd)

42 (Cont'd)

43 (Cont'd)

44 (Cont'd)

45 (Cont'd)

46 (Cont'd)

47 (Cont'd)

48 (Cont'd)

49 (Cont'd)

50 (Cont'd)

51 (Cont'd)

52 (Cont'd)

53 (Cont'd)

54 (Cont'd)

55 (Cont'd)

56 (Cont'd)

57 (Cont'd)

58 (Cont'd)

59 (Cont'd)

60 (Cont'd)

61 (Cont'd)

62 (Cont'd)

63 (Cont'd)

64 (Cont'd)

65 (Cont'd)

66 (Cont'd)

67 (Cont'd)

68 (Cont'd)

69 (Cont'd)

70 (Cont'd)

71 (Cont'd)

72 (Cont'd)

73 (Cont'd)

74 (Cont'd)

75 (Cont'd)

76 (Cont'd)

77 (Cont'd)

78 (Cont'd)

79 (Cont'd)

80 (Cont'd)

81 (Cont'd)

82 (Cont'd)

83 (Cont'd)

84 (Cont'd)

85 (Cont'd)

86 (Cont'd)

87 (Cont'd)

88 (Cont'd)

89 (Cont'd)

90 (Cont'd)

91 (Cont'd)

92 (Cont'd)

93 (Cont'd)

94 (Cont'd)

95 (Cont'd)

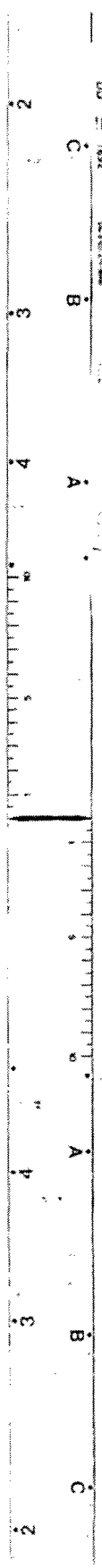
96 (Cont'd)

97 (Cont'd)

98 (Cont'd)

99 (Cont'd)

100 (Cont'd)



2 3 4 5 6 7 8 9 10

1 2 3 4 5 6 7 8 9 10

1 2 3 4 5 6 7 8 9 10

CONTINUATION PAGE

MI-C1352R1
PAGE 11

18 (Cont.)

DISPOSITION OF FINANCIAL INSTRUMENTS

NOTE 47 - FINANCIAL INSTRUMENTS

1. No. 11 - Change quantity from "100" to "100"
2. No. 12 - Deleted
3. No. 13 - Deleted
4. No. 14 - Change quantity from "100" to "100"
5. No. 15 - Change quantity from "100" to "100"
6. No. 16 - Change quantity from "100" to "100"
7. No. 17 - Change quantity from "100" to "100"
8. No. 18 - Change quantity from "100" to "100"
9. No. 19 - Change quantity from "100" to "100"
10. No. 20 - Change quantity from "100" to "100"
11. No. 21 - Change quantity from "100" to "100"
12. No. 22 - Change quantity from "100" to "100"
13. No. 23 - Change quantity from "100" to "100"
14. No. 24 - Change quantity from "100" to "100"
15. No. 25 - Change quantity from "100" to "100"
16. No. 26 - Change quantity from "100" to "100"
17. No. 27 - Change quantity from "100" to "100"
18. No. 28 - Change quantity from "100" to "100"
19. No. 29 - Change quantity from "100" to "100"
20. No. 30 - Change quantity from "100" to "100"

CONTINUATION PAGE

MI-C1352R1
PAGE 12

18 (Cont.)

DISPOSITION OF FINANCIAL INSTRUMENTS

NOTE 47 - FINANCIAL INSTRUMENTS

1. No. 31 - Change quantity from "100" to "100"
2. No. 32 - Change quantity from "100" to "100"
3. No. 33 - Change quantity from "100" to "100"
4. No. 34 - Change quantity from "100" to "100"
5. No. 35 - Change quantity from "100" to "100"
6. No. 36 - Change quantity from "100" to "100"
7. No. 37 - Change quantity from "100" to "100"
8. No. 38 - Change quantity from "100" to "100"
9. No. 39 - Change quantity from "100" to "100"
10. No. 40 - Change quantity from "100" to "100"
11. No. 41 - Change quantity from "100" to "100"
12. No. 42 - Change quantity from "100" to "100"
13. No. 43 - Change quantity from "100" to "100"
14. No. 44 - Change quantity from "100" to "100"
15. No. 45 - Change quantity from "100" to "100"
16. No. 46 - Change quantity from "100" to "100"
17. No. 47 - Change quantity from "100" to "100"
18. No. 48 - Change quantity from "100" to "100"
19. No. 49 - Change quantity from "100" to "100"
20. No. 50 - Change quantity from "100" to "100"

CONTINUATION PAGE

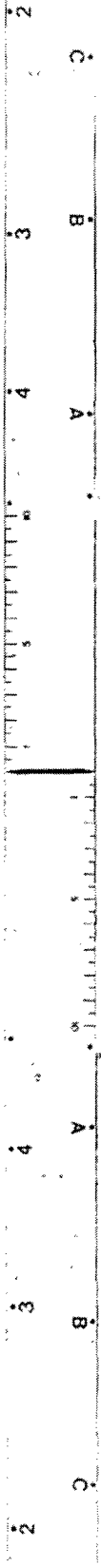
MI-C1352R1
PAGE 13

18 (Cont.)

DISPOSITION OF FINANCIAL INSTRUMENTS

NOTE 47 - FINANCIAL INSTRUMENTS

1. No. 51 - Deleted
2. No. 52 - Deleted
3. No. 53 - Deleted
4. No. 54 - Deleted
5. No. 55 - Deleted
6. No. 56 - Deleted
7. No. 57 - Deleted
8. No. 58 - Deleted
9. No. 59 - Deleted
10. No. 60 - Deleted
11. No. 61 - Deleted
12. No. 62 - Deleted
13. No. 63 - Deleted
14. No. 64 - Deleted
15. No. 65 - Deleted
16. No. 66 - Deleted
17. No. 67 - Deleted
18. No. 68 - Deleted
19. No. 69 - Deleted
20. No. 70 - Deleted



CONTINUATION PAGE		SECTION	PAGE
18. Items:	SECTION 10 - GENERAL REQUIREMENTS		
	1. Section 10.1 - General Requirements		
	2. Section 10.2 - General Requirements		
	3. Section 10.3 - General Requirements		
	4. Section 10.4 - General Requirements		
	5. Section 10.5 - General Requirements		
	6. Section 10.6 - General Requirements		
	7. Section 10.7 - General Requirements		
	8. Section 10.8 - General Requirements		
	9. Section 10.9 - General Requirements		
	10. Section 10.10 - General Requirements		
	11. Section 10.11 - General Requirements		
	12. Section 10.12 - General Requirements		
	13. Section 10.13 - General Requirements		
	14. Section 10.14 - General Requirements		
	15. Section 10.15 - General Requirements		
	16. Section 10.16 - General Requirements		
	17. Section 10.17 - General Requirements		
	18. Section 10.18 - General Requirements		

CONTINUATION PAGE		SECTION	PAGE
18. Items:	SECTION 11 - GENERAL REQUIREMENTS		
	1. Section 11.1 - General Requirements		
	2. Section 11.2 - General Requirements		
	3. Section 11.3 - General Requirements		
	4. Section 11.4 - General Requirements		
	5. Section 11.5 - General Requirements		
	6. Section 11.6 - General Requirements		
	7. Section 11.7 - General Requirements		
	8. Section 11.8 - General Requirements		
	9. Section 11.9 - General Requirements		
	10. Section 11.10 - General Requirements		
	11. Section 11.11 - General Requirements		
	12. Section 11.12 - General Requirements		
	13. Section 11.13 - General Requirements		
	14. Section 11.14 - General Requirements		
	15. Section 11.15 - General Requirements		
	16. Section 11.16 - General Requirements		
	17. Section 11.17 - General Requirements		
	18. Section 11.18 - General Requirements		

CONTINUATION PAGE		SECTION	PAGE
18. Items:	SECTION 12 - GENERAL REQUIREMENTS		
	1. Section 12.1 - General Requirements		
	2. Section 12.2 - General Requirements		
	3. Section 12.3 - General Requirements		
	4. Section 12.4 - General Requirements		
	5. Section 12.5 - General Requirements		
	6. Section 12.6 - General Requirements		
	7. Section 12.7 - General Requirements		
	8. Section 12.8 - General Requirements		
	9. Section 12.9 - General Requirements		
	10. Section 12.10 - General Requirements		
	11. Section 12.11 - General Requirements		
	12. Section 12.12 - General Requirements		
	13. Section 12.13 - General Requirements		
	14. Section 12.14 - General Requirements		
	15. Section 12.15 - General Requirements		
	16. Section 12.16 - General Requirements		
	17. Section 12.17 - General Requirements		
	18. Section 12.18 - General Requirements		

2 C B A A P P C B A C 2

CONTINUATION PAGE

UNIT CLASS
PAGE 11

LINE NO.	DESCRIPTION	AMOUNT	DATE
17 (Cont'd)	<p>RECEIPTS</p> <p>REC 17.1 - 1000.00 REC 17.2 - 1000.00 REC 17.3 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p> <p>REC 17.4 - 1000.00 REC 17.5 - 1000.00 REC 17.6 - 1000.00 REC 17.7 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p> <p>REC 17.8 - 1000.00 REC 17.9 - 1000.00 REC 17.10 - 1000.00 REC 17.11 - 1000.00 REC 17.12 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p>		

CONTINUATION PAGE

UNIT CLASS
PAGE 12

LINE NO.	DESCRIPTION	AMOUNT	DATE
18 (Cont'd)	<p>RECEIPTS</p> <p>REC 18.1 - 1000.00 REC 18.2 - 1000.00 REC 18.3 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p> <p>REC 18.4 - 1000.00 REC 18.5 - 1000.00 REC 18.6 - 1000.00 REC 18.7 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p> <p>REC 18.8 - 1000.00 REC 18.9 - 1000.00 REC 18.10 - 1000.00 REC 18.11 - 1000.00 REC 18.12 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p>		

LINE NO.	DESCRIPTION	AMOUNT	DATE
19 (Cont'd)	<p>RECEIPTS</p> <p>REC 19.1 - 1000.00 REC 19.2 - 1000.00 REC 19.3 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p> <p>REC 19.4 - 1000.00 REC 19.5 - 1000.00 REC 19.6 - 1000.00 REC 19.7 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p> <p>REC 19.8 - 1000.00 REC 19.9 - 1000.00 REC 19.10 - 1000.00 REC 19.11 - 1000.00 REC 19.12 - 1000.00</p> <p>The above receipts are for the same purpose as the receipts on page 10.</p>		

C B A A B C

CONTINUATION PAGE

MI-C1352R1
PAGE 2A

SECTION 1. INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

DATE OF REVIEW: 11/11/2008

BY: [REDACTED]

REASON FOR DENIAL: [REDACTED]

EXEMPTION CODE: [REDACTED]

DATE OF REVIEW: 11/11/2008

BY: [REDACTED]

REASON FOR DENIAL: [REDACTED]

EXEMPTION CODE: [REDACTED]

Section 1. Information Contained Herein is Unclassified Except Where Shown Otherwise.

DATE OF REVIEW: 11/11/2008

BY: [REDACTED]

REASON FOR DENIAL: [REDACTED]

EXEMPTION CODE: [REDACTED]

DATE OF REVIEW: 11/11/2008

BY: [REDACTED]

REASON FOR DENIAL: [REDACTED]

EXEMPTION CODE: [REDACTED]

CONTINUATION PAGE

MI-C1352R1
PAGE 2A

SECTION 1. INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

DATE OF REVIEW: 11/11/2008

BY: [REDACTED]

REASON FOR DENIAL: [REDACTED]

EXEMPTION CODE: [REDACTED]

DATE OF REVIEW: 11/11/2008

BY: [REDACTED]

REASON FOR DENIAL: [REDACTED]

EXEMPTION CODE: [REDACTED]

2 C B A

3 4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

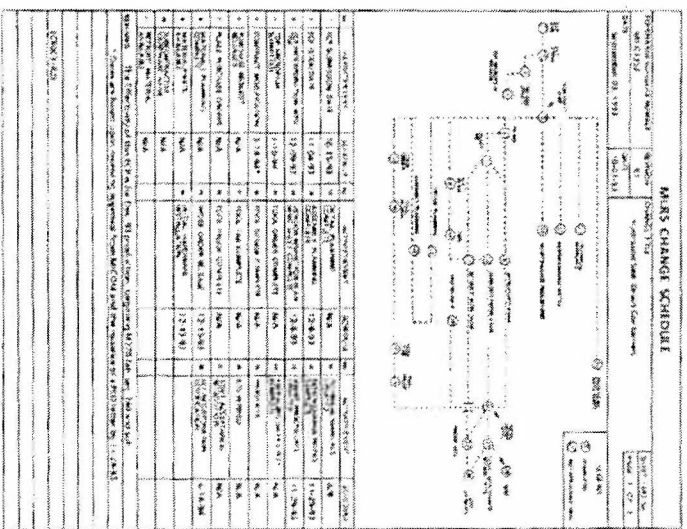
97

98

99

100

Table with multiple columns and rows, likely a schedule or data table. The table is mostly obscured by a large black redaction box.



INDICATIVE RESPONSE

1. **ADDITIONAL INFORMATION:** The following information is provided for your information and is not intended to be used as a basis for any action or decision. It is provided for your information only.

2. **ADDITIONAL INFORMATION:** The following information is provided for your information and is not intended to be used as a basis for any action or decision. It is provided for your information only.

3. **ADDITIONAL INFORMATION:** The following information is provided for your information and is not intended to be used as a basis for any action or decision. It is provided for your information only.

4. **ADDITIONAL INFORMATION:** The following information is provided for your information and is not intended to be used as a basis for any action or decision. It is provided for your information only.

5. **ADDITIONAL INFORMATION:** The following information is provided for your information and is not intended to be used as a basis for any action or decision. It is provided for your information only.

2 C B A

A B C 2

26

TAB 26

Distribution Statement

D10 - Statement D, limited to DoD and Contractors due to Administrative or Operational Use

WARNING - This document contains technical data whose export is restricted by the Arms Export 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.

General ECP Information

ECP Title: M270A1: MIS-PRF-35520 MLRS Fire Control System Performance Specification

Date Submitted: 2002/09/11

PAN: MI-M9041

DODAAC:

Originator: Precision Fires Rocket & Missile Systems, SFAE-MSI-PF-PES-PDM, Redstone, AL 35898

ECP CLASS	J-CODE	PRIORITY	MODEL/TYPE
I	C	U	M270A1
CAGE	SYSTEM	CONFIG TYPE	
18876	MLRS	-	
ECP NO	TYPE	REVISION	AMENDMENT
MI-M9041	F	R1	A0

Baseline Affected:

Total Number of Change Documents Attached to this Document: 0**

Functional: Y

Allocated:

Product:

Other Systems/Configuration Items Affected: Y

System in Production?: Y

Effect on Production Delivery Schedule:

- Days After Contractual Approval:

- Specific Date:

Date By Which Contractual Authority Needed For:

Date Contractual Authority Needed For:

- Production:

- Retrofit:

Estimated Cost/Savings: None

Estimated Net Total Cost:

Submitter Name: [REDACTED]

Submitter Title: PF RAMS - PDM Branch Chief

Work-Hours to Install Retrofit KITS:

- Organization:

- Intermediate:

- Depot:

- Other:

Work-Hours to Conduct System Tests After Retrofit:

Is Contractor Field Service Engineering Required?: N

Out of Service Hours:

Frame 2.1

Emergency/Urgent ECP

Immediate review required to include in M270A1 production contract.

Frame 3

Specifications Affected

Note: Select SCN to View

Specification	Cage Code	Revision	SCN	Number-Type
MLRS Fire Control System Performance Specification	18876	0		MIS-PRF-35520-MS

Frame 4

Contract Number and Line Item

Contract Number

TBD

Line Item

TBD

Frame 5

Procuring Contracting Officer

Officer	Code	Telephone
██████████	AMSAM-AC-TM-C	256 876-7347

Frame 6

Configuration Item Nomenclature

Item Nomenclature	Part Number	System
MLRS Fire Control System Performance Specification	MIS-PRF-35520	MLRS

Frame 7

Name of Part or Lowest Assembly Affected

Assembly Name	Assembly Number	NSN	CAGE
MLRS Fire Control System Specification	MIS-35520		18876

Frame 8

Description of Change

Changes made to MIS-PRF-35520 Performance Specification to Create Rev A

The original MIS-PRF-35520 was developed as a baseline document covering M270A1 production phases LRIP-1, 2, and 3. The notable difference between these three productions is the updated PPC2 processor in the POS/NAV unit added during LRIP-3. An FCA was performed on MIS-PRF-35520 that covered the M270A1 launchers produced up through LRIP-3.

NOTE: NO changes were made to the classified appendix to create MIS-PRF-35520 Rev A.

MIS-PRF-35520 Rev A was developed to

- 1) include any changes developed during the FCA.
- 2) add the requirements for LCFCP to be included in LRIP-4
- 3) add appendices 'B', 'C', and 'E' as detailed below.

A notable change to the body of MIS-PRF-35520 Rev A is the addition of the LCFCP which drove a requirement for an ethernet 10BaseT data bus connection. Appendix 'B' establishes the HIMARS launcher specific system performance and test requirements. Appendix 'C' establishes the FCS updated M270 launcher specific system performance and test requirements. Appendix 'E' documents the as-built system architecture and interface requirements.

During the week of Oct 7, 2002 a meeting was held between PFRMS & LMMFC-D (M270A1 & HIMARS) to resolve comments concerning the proposed revision to MIS-PRF-35520 Rev A. In general, the changes or important issues discussed were minor or editorial in nature. Below is a summary of the important highlights of this meeting:

1. Lockheed noted that Appendix C was not reviewed since they did not have contractual authority.
2. Lockheed agrees to Appendix D if no changes were made from the original version of this MIS-PRF-35520.
3. Reference to the interfaces in Appendix E needed to be called out as "external interfaces".
4. Lockheed wanted Rev A to note there are "Provisions" for an RS-422 Internet Controller (INC).
5. Add the new ICD, MIS-48656 for HIMARS.
6. Remove MIS-48811 for HIMARS.
7. Remove 11508910/02 and add Rev D to 11508910/02 since Rev D includes U.S. information "02" can go away.

To view LMMFC-D M270A1 and HIMARS comments refer to the Supplemental Data.

CLICK to view MIS-PRF-35520 Rev A

Frame 9

Need for Change

Incorporation of this document into the M270A1 production contract is part of the consideration for RFW V351 rev 4. the time line RFW.

See also the Description of the Change.

NO changes were made to the classified appendix to create MIS-PRF-35520 Rev A.

Frame 10

Other Systems Affected

HIMARS Fire Control System

Frame 11

Configuration Items Affected

MLRS M270A1 and HIMARS Fire Control System items.

Frame 12

Effects on Performance Allocations and Interfaces in System Specification

MIS-PRF-35520 provides additional specific requirements for the Fire Control System of the M270A1 Launcher.

Frame 13

Developmental Requirements and Status

MIS-PRF-35520 has already undergone extensive review and coordination in the PF RAMS project office, RDEC and LMMFCS-D. This ECP is one last review to verify all comments have been satisfied, and includes updates based upon System FCA Action Items.

Frame 14

Effects on Program Configuration Identification Operation and Logistics

Note: Areas not affected by this ECP do not appear

Effect On Product Configuration Documentation/Identification Or Contract

- PERFORMANCE

Frame 14.1

Performance

Refer to the Description of Change.

Frame 15

Supplemental Information

Supplemental Enclosures

LMMFC-D comments & PFRMS responses

Frame 15.1

LMMFC-D comments & PFRMS responses

M270A1 Comments

HIMARS Comments

Comment Disposition

27

TAB 27

(b) To encourage placement of subcontracts with SDBs/HBCUs/NTIs, the Contractor will be entitled to receive an incentive award under this clause, as follows:

(1) Where the SDB/HBCU/NTI goal in this contract is less than five percent (5%) of the contract price and the Contractor both exceeds its SDB/HBCU/NTI goal and awards more than five percent (5%) of the contract price (see FAR 15.801) to SDBs/HBCUs/NTIs in performing this contract, the Contractor will receive ten percent (10%) of the difference between the actual dollar amount of subcontracts awarded to SDBs/HBCUs/NTIs and five percent (5%) of the contract price.

(2) Where the SDB/HBCU/NTI goal in this contract is equal to or greater than five percent (5%) of the contract price and the Contractor both exceeds its SDB/HBCU/NTI goal and awards more than five percent (5%) of the contract price (see FAR 15.801) to SDBs/HBCUs/NTIs in performing this contract, the Contractor will receive ten percent (10%) of the difference between the actual dollar amount of subcontracts awarded to SDBs/HBCUs/NTIs and the SDB/HBCU/NTI goal.

(c) The Contractor will not be entitled to receive an incentive award under this clause if the Contracting Officer determines that the amount by which the Contractor exceeded its goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations, caused the actual subcontract amount to exceed that estimated in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(d) If this is a cost contract, the limitations of FAR Subpart 15.9 may not be exceeded.

(End of clause)

I-b RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE
252.227-7013

(OCT 1988)

(a) Definitions

(1) "Commercial computer software", as used in this clause, means computer software which is used regularly for other than Government purposes and is sold, licensed, or leased in significant quantities to the general public at established market or catalog prices.

(2) "Computer", as used in this clause, means a data processing device capable of accepting data, performing prescribed operations on the data, and supplying the results of these operations; for example, a device that operates on discrete data by performing arithmetic and logic processes on the data, or a device that operates on analog data by performing physical processes on the data.

(3) "Computer data base", as used in this clause, means a collection of data in a form capable of being processed and operated on by a computer.

(4) "Computer program" as used in this clause, means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sortmerge programs, and ADPE maintenance/diagnostic programs, as well as applications programs such as payroll, inventory control, and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general-purpose in nature or be designed to satisfy the requirements of a particular user.

(5) "Computer software", as used in this clause, means computer programs and computer data bases.

(b) "Computer software documentation", as used in this clause means technical data, including computer listings and printouts, in human-readable form which (i) documents the design or details of computer software, (ii) explains the capabilities of the software, or (iii) provides operating instructions for using the software to obtain desired results from a computer.

(7) "Data", as used in this clause, means recorded information, regardless of form or method of the recording.

(8) "Detailed design data", as used in this clause, means technical data that describes the physical configuration and performance characteristics of an item or component in sufficient detail to ensure that an item or component produced in accordance with the technical data will be essentially identical to the original item or component.

(9) "Detailed manufacturing or process data", as used in this clause, means technical data that describes the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(10) "Developed", as used in this clause, means that the item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component or process has been analyzed or test sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(11) "Developed Exclusively with Government Funds", as used in this clause, means in connection with an item, component, or process, that the cost of development was paid for in whole by the Government or that the development was required for the performance of a Government contract or subcontract.

(12) "Developed Exclusively at Private Expense", as used in this clause, means, in connection with an item, component, or process, that no part of the cost of development was paid for by the Government and that the development was not required for the performance of a Government contract or subcontract. Independent research and development and bid and proposal costs, as defined in FAR 31.205-18 (whether or not included in a formal independent research and development program), are considered to be at private expense. All other indirect costs of development are considered Government funded when development was required for the performance of a Government contract or subcontract. They are considered funded at private expense when development was not required for the performance of a Government contract or subcontract.

(13) "Form fit, and function data", as used in this clause, means technical data that describes the required overall physical, functional, and performance characteristics, (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(14) "Government purpose license rights" (GPLR), as used in this clause, means rights to use, duplicate, or disclose data (and in the SBIR Program, computer software), in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only. Government purposes include competitive procurement, but do not include the right to have or permit others to use technical data (and in the SBIR Program, computer software) for commercial purposes.

(15) "Limited rights", as used in this clause, means rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with the express limitation that such technical data shall not, without the written permission of the party asserting limited rights, be: Released or disclosed outside the Government; used by the Government for manufacture, or in the case of computer software documentation, for preparing the same or similar computer software; or used by a party other than Government, except that the Government may release or disclose technical data to persons outside the Government or permit the release of technical data by such persons, if

(i) Such release, disclosure, or use --

(A) Is necessary for emergency repair and overhaul; or

(B) Is a release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by a foreign government that is in the interest of the Government and is required for evaluation or informational purposes.

(ii) Such release, disclosure, or use is made subject to a prohibition that the person to whom the data is released or disclosed may not further release, disclose or use such data, and

(iii) the contractor or subcontractor asserting the restriction is notified of such release, disclosure or use.

(1b) "Required for the Performance of a Government Contract or Subcontract", as used in this clause means, in connection with the development of an item, component, or process, that the development was specified in a Government contract or subcontract or that the development was accomplished during and was necessary for performance of a Government contract or subcontract.

(17) "Restricted rights", as used in this clause, means rights that apply only to computer software, and include, as a minimum, the right to -

(i) Use computer software with the computer for which or with which it was acquired, including use at any Government installation to which the computer may be transferred by the Government;

(ii) Use computer software with a backup computer if the computer for which or with which it was acquired is inoperative;

(iii) Copy computer programs for safekeeping (archives) or backup purposes; and

(iv) Modify computer software, or combine it with other software, subject to the provision that those portions of the derivative software incorporating restricted rights software are subject to the same restricted rights. In addition, restricted rights include any other specific rights not inconsistent with the minimum rights in (a)(17 (i)-(iv) above that are listed or described in the contract or described in a license agreement made a part of the contract.

(18) "Technical data", as used in this clause, means recorded information, regardless of the form or method of the 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 and/or management information.

(19) "Unlimited rights", as used in this clause, means rights to use, duplicate, release, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(20) "Unpublished", as used in this clause, means that technical data or computer software has not been released to the public or furnished to others without restriction on further use or disclosure. Delivery of other than unlimited rights technical data or computer software to or for the Government under the contract does not, in itself, constitute release to the public.

(b) Rights in Technical Data - Unlimited Rights. Unless otherwise agreed in writing, the Government is entitled to and will receive unlimited rights in:

(i) Technical data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds.

(ii) Technical data resulting directly from performance of experimental, developmental, or research work which was specified as an element of performance under this or any other Government contract or subcontracts;

(iii) Form, fit, and function data pertaining to items, components, or processes prepared or required to be delivered under this or any other Government contract or subcontracts;

(iv) Manuals or instructional materials (other than detailed manufacturing or process data and commercial computer software documentation) prepared or required to be delivered under this or any other contract or any subcontract hereunder necessary for installation, operation, maintenance, or training purposes;

(v) Technical data prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections or changes to Government-furnished data or computer software;

(vi) Technical data which is otherwise publicly available, or has been released or disclosed by the Contractor or subcontractor, without restriction on further release or disclosure;

(vii) Technical data in which the Government has obtained unlimited rights as a result of negotiations;

(viii) Technical data previously delivered subject to either GPLR or limited rights and the restrictive condition has expired.

(2) Government Purpose License Rights

The Government shall have Government purpose license rights (GPLR) in technical data which the parties have agreed will be furnished with GPLR. The Government may disclose or provide GPLR data to a person or corporation that has executed the Standard Non-Disclosure Agreement. This agreement establishes the third party beneficiary status of the Contractor identified in the GPLR legend. If the recipient of GPLR data has executed the Standard Non-Disclosure Agreement, the Contractor shall have no claim or right of action against the Government for damages related to misuse or unauthorized disclosure of the data. GPLR shall be effective, during the time period specified in the contract, only when the portion or portions of each piece of data subject to rights are identified (for example, by circling, underscoring, or a note), and are marked with the legend below containing:

(i) The number of the prime contract under which the technical data is to be delivered;

(ii) The name of the Contractor and/or any subcontractor asserting Government purpose license rights; and

(iii) The date when the data will be subject to unlimited rights.

GOVERNMENT PURPOSE LICENSE RIGHTS LEGEND

Contract No. _____

Contractor: _____

Government purpose license rights shall be effective until _____, thereafter, the Government purpose license rights will expire and the Government shall have unlimited rights in the technical data.

The restrictions governing use of technical data marked with this legend are set forth in the definition of "Government Purpose License Rights" in paragraph (a)(14) of the clause at 252.227-7013 of the contract listed above. This legend, together with the indications of the portions of this data which are subject to Government purpose license rights, shall be included on any reproduction hereof which includes any part of the portions subject to such limitations.

(3) Limited Rights. Unless otherwise agreed the Government shall have limited rights in:

(i) Technical data pertaining to items, components, processes or computer software developed exclusively at private expense, except for data in the categories in (a)(1) above;

(ii) Technical data that the parties have agreed will be subject to limited rights for a specified period of time; and

(iii) Technical data listed or described in a license agreement made a part of the contract and subject to conditions other than those described in the definitions of limited rights. Notwithstanding any contrary provision in the license agreement, the Government shall have the rights included in the definition of "limited rights" in paragraph (a)(15) above.

Limited rights will remain in effect so long as the technical data remains unpublished and provided that only the portions of each piece of data subject to limited rights are identified (for example, by circling, underscoring, or a note), and the piece of data is marked with the legend below containing:

(A) The number of the prime contract under which the technical data is to be delivered; and

(B) The name of the Contractor and/or any subcontractor asserting limited rights.

(C) The date the data will be subject to unlimited rights (if applicable).

LIMITED RIGHTS LEGEND

Contract No. _____

Contractor _____

Limited rights shall be effective until (insert date certain), thereafter the limited rights will expire and the Government shall have unlimited rights in the technical data.

The restrictions governing the use and disclosure of technical data marked with this legend are set forth in the definition of "limited rights" in paragraph (a)(15) of the clause at 252.227-7019 of the contract listed above.

For technical data which the parties have agreed will be subject to limited rights for a specified time period, insert the agreed upon date. If the limited rights are not subject to an expiration date, so indicate).

For technical data which the parties have agreed will be subject to rights other than those described in the definitions of limited rights or GPTL in paragraph (a)(15) and (a)(14) above, insert the following statement:

"In addition to the minimum rights described in the definition of limited rights in DFARS clause at 252.227-7019, the Government shall have the rights described in the license or agreement made a part of Contract No. _____"

This legend, together with the indications of the portions of this data are subject to limited rights, shall be included on any reproduction hereof which includes any part of the portions subject to such limitations. This technical data will remain subject to limited rights only so long as it remains "unpublished" as defined in paragraph (a) above.

(c) Rights in Computer Software

(1) Restricted Rights. (i) The Government shall have restricted rights in computer software, listed or described in a license agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights. Notwithstanding any contrary provision in any such license agreement, the Government shall have the rights included in the definition of "restricted rights" in paragraph (a)(17) above. Unless the computer software is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication or disclosure is subject to restrictions stated in Contract No. _____ with _____ and the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software, the Government shall have unlimited rights in the software. The Contractor may not place any legend on computer software restricting the Government's rights in such software unless the restrictions are set forth in a license agreement made a part of this contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to the computer software shall relieve the Government of liability with respect to the unmarked software.

(ii) Notwithstanding subparagraph (c)(1)(i) above, commercial computer software and related documentation developed at private expense and not in public domain may be marked with following Legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013.

When acquired by the Government, commercial computer software and related documentation so legended shall be subject to the following:

(A) Title to and ownership of the software and documentation shall remain with the Contractor.

(B) User of the software and documentation shall be limited to the facility for which it is acquired.

(C) The Government shall not provide or otherwise make available the software or documentation or any portion thereof, in any form to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the Government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government has or may obtain without restrictions.

(D) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; and to modify the software and documentation or combine it with other software. Provided, that the unmodified portions shall remain subject to these restrictions.

(2) Unlimited Rights. The Government shall have unlimited rights in:

(i) Computer software resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government contract or subcontract:

(ii) Computer software required to be originated or developed under a Government contract, or generated as a necessary part of performing a contract.

(iii) Computer data bases, prepared under a Government contract, consisting of information supplied by the Government, information in which the Government has unlimited rights, or information which is in the public domain:

(iv) Computer software prepared or required to be delivered under this or any other Government contract or subcontract and constituting corrections or changes to Government-furnished computer software; and

(v) Computer software which is otherwise publicly available, or has been, or is normally released, or disclosed by the Contractor or subcontractor without restriction on further release or disclosure.

(d) Technical Data and Computer Software Previously Provided Without Restriction.

Contractor shall assert no restrictions on the Government's rights to use or disclose any data or computer software which the Contractor has previously delivered to the Government without restriction. The limited or restricted rights provided for by this clause shall not impair the right of the Government to use similar or identical data or computer software acquired from other sources.

(e) Copyright. (1) In addition to the rights granted under the provisions of paragraphs (b) and (c) above, the Contractor hereby grants to the Government a nonexclusive, paid-up license throughout the world, of the scope set forth below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Government under this contract, to produce the work in copies of phonorecords, to distribute copies or phonorecords to the public, to perform or display the work publicly, and to prepare derivative works thereof, and to have others do so for Government purposes. With respect to technical data and computer software in which the Government has unlimited rights, the license shall be of the same scope as the rights set forth in the definition of "unlimited rights" in (a)(19) above. With respect to technical data in which the Government has limited rights, the scope of the license is limited to the rights set forth in the definition of "limited rights". With respect to computer software which the parties have agreed will be furnished with restricted rights, the scope of the license is limited to such rights.

(2) Unless written approval of the Contracting Officer is obtained, the Contractor shall not include (in technical data or computer software prepared for or acquired by the Government under this contract) any works of authorship in which copyright is not owned by the Contractor without acquiring for the Government any rights necessary to perfect a copyright license of the scope specified herein.

(3) The Contractor shall be considered the "person for whom the work was prepared" for the purpose of determining authorship under 17 U.S.C 201(b).

(4) Technical data delivered under this contract bearing a copyright notice shall also include the following statement:

This material may be reproduced by or for the U.S. Government pursuant to the copyright license under the clause at DFARS 252.227-7013 (date).

(f) Removal of Unjustified and Nonconforming Markings - (1) Unjustified Technical Data Markings. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may, at the Contractor's expense, correct, cancel, or ignore any marking not justified by the terms of this contract on any technical data furnished hereunder in accordance with the clause of this contract entitled "Validation of Restrictive Markings on Technical Data", DFARS 252.227-7037.

(2) Nonconforming Technical Data Markings. Correction of nonconforming markings is not subject to this clause. The Government may, at the Contractor's expense, correct any nonconforming markings if the Contracting Officer notifies the Contractor and the Contractor fails to correct the nonconforming markings within sixty (60) days.

(3) Unjustified and Nonconforming Computer Software Markings. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may correct, cancel, or ignore any marking not authorized by the terms of this contract on any computer software furnished hereunder, if

(i) The Contractor fails to respond within sixty (60) days to a written inquiry by the Government concerning the propriety of the markings, or

(ii) The Contractor's response fails to substantiate, within sixty (60) days after written notice, the propriety of restricted rights markings

In either case, the Government shall give written notice to the Contractor of the action taken.

(g) Relation to Patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(h) Limitation on Charges for Data and Computer Software. The Contractor recognizes that the Government is not obligated to pay, or to allow to be paid, any charges for data or computer software which the Government has a right to use and disclose to others without restriction and Contractor agrees to refund any such payments. This provision applies to contracts that involve payments by subcontractors and those entered into through the Military Assistance Program, in addition to U.S. Government prime Contracts. It does not apply to reasonable reproduction, handling, mailing, and similar administrative costs.

(i) Acquisition of Technical Data and Computer Software from Subcontractors.

(1) The Contractor must satisfy its contractual obligation to the Government while ensuring that the rights afforded its subcontractors under 10 U.S.C. 2320 are recognized and protected in satisfying its obligation the Contractor must accomplish the balancing of interests described at DFARS 227.472-1 in dealing with its subcontractors.

(2) Whenever any technical data or computer software is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the Contractor's rights in the subcontractor data or computer software.

(3) Technical data required to be delivered by a subcontractor shall normally be delivered to the next higher-tier contractor. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor, then said subcontractor may fulfill its requirement by submitting such data directly to the Government, rather than through the prime Contractor.

(4) The Contractor and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to obtain rights in technical data or computer software from their subcontractors.

(5) The Contractor shall ensure that subcontractor rights are recognized and protected in the notification and listing process at paragraphs (j) and (k) below.

(b) In no event shall the Contractor use its obligation to recognize and protect subcontractor rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(j) Notice of Limitations on Government Rights. (1) The Offeror/ Contractor shall notify the Contracting Officer of the Contractor's or its potential subcontractor's use in the performance of the contract or subcontract of items, components, processes and computer software that -

(i) Have been developed exclusively at private expense;

(ii) Have been developed in part at private expense; or

(iii) Embody technology that has been developed exclusively with Government funds which the Offeror or Contractor or subcontractor desires exclusive rights to commercialize, with Government approval.

(2) Such notification is not required with respect to each item, component, processes, or computer software if no technical data is required to be delivered or if the required technical data is delivered with unlimited rights.

(3) Such notification shall be accompanied by the following representation:

Representation of Private Development

The Offeror/Contractor/Subcontractor represents that, to the best of its knowledge and belief the information contained in this notification is current, accurate and complete.

Date _____

Name and Title _____

Official _____

This representation shall be dated and the signing official (identified by name and title) shall be duly authorized to bind the Contractor.

(4) Upon request the Contracting Officer, the Offeror or Contractor shall provide sufficient information to enable the Contracting Officer to identify and evaluate the Contractor's or subcontractor's assertions made in (j)(1) above.

(K) Identification of restrictions on Government rights. Technical data and computer software shall not be tendered to the Government with other than unlimited rights, unless the technical data or computer software are identified in a list made a part of this contract. This listing is intended to facilitate review and acceptance of the technical data and computer software by the Government and does not change, waive, or otherwise modify the right or obligations of the parties under the clause at DFARS 252.227-7037. As a minimum, this listing must -

(1) Identify the items, components, processes, or computer software to which the restrictions on the Government apply:

(2) Identify or describe the technical data or computer software subject to other than unlimited rights; and

(3) Identify or describe, as appropriate the category or categories of Government rights, the agreed-to-time limitations or any special restrictions on the use of disclosure of the technical data or computer software.

(1) Postaward Negotiation - Disputes.

In the case of an item, component, or process that is developed in part with Government funds and in part at private expense, if, after exhausting all reasonable efforts, the parties fail to agree on the apportionment of the rights in technical data furnished under this contract by the date established in the contract for agreement, or within any extension established by the Contracting Officer, then the Contracting Officer may establish the respective data rights of the parties, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract.

(End of clause)

The Offeror is required to identify in his proposal, to the extent feasible, any such computer software which was developed at private expense and upon the use of which it desires to negotiate restrictions, and to state the nature of the proposed restrictions. Any restrictions on the Government's use or disclosure of computer software developed at private expense and to be delivered under the contract must be set forth in an agreement made a part of the contract, either negotiated prior to award or included in a modification of the contract before such delivery. If no such computer software is identified, all deliverable computer software will be subject to unlimited rights.

(End of provision)

I-8 TECHNICAL DATA - WITHHOLDING OF PAYMENT
252.227-7030

(OCT 1988)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(k) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

I-9 DATA REQUIREMENTS
252.227-7031

(OCT 1988)

The Contractor is required to deliver only the data items listed on the DD Form 1423 (Contract Data Requirements List) and data items identified in and deliverable under any contract clause of FAR Subpart 52.2 and DoD FAR Supplement Subpart 52.2 made a part of the contract.

(End of clause)

I-10 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.227-7037

(APR 1988)

(a) Definition. The terms used in this clause are defined in the clause at DFARS 252.227-7013 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

(b) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract, and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (d) below.

28

TAB 28

28A

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 33 of 47

PIIN/SHN DAAR01-98-C-0157

MOD/AMD

Name of Offeror or Contractor: LOCKHEED MARTIN VOUGHT SYSTEMS

VOL I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-8	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS	OCT/1997
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN/1997
I-24	52.222-3	CONVICT LABOR	AUG/1996
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/1995
I-26	52.222-26	EQUAL OPPORTUNITY	APR/1984
I-27	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	APR/1984
I-29	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-30	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR/1984
I-31	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-32	52.223-2	CLEAN AIR AND WATER	APR/1984
I-33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-34	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-35	52.225-10	DUTY-FREE ENTRY	APR/1984
I-36	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT/1996
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/1996
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-39	52.227-1	AUTHORIZATION AND CONSENT (JUL 95) - ALTERNATE I	APR/1984
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-42	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-43	52.227-13	PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT	JAN/1997
I-44	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-45	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/1996
I-47	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-20	LIMITATION OF COST	APR/1984
I-50	52.232-22	ASSIGNMENT OF CLAIMS	JAN/1986
I-51	52.232-25	PROMPT PAYMENT	JUN/1997

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 34 of 47

PIIN/SIIN DAJH01-98-C-0157

MOD/AMD

Name of Offeror or Contractor: LOCKHEED MARTIN VOUGHT SYSTEMS

	Regulatory Code	Title	Date
	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG/1996
I-53	52.233-1	DISPUTES	OCT/1995
I-54	52.233-3	PROTEST AFTER AWARD (AUG 96) - ALTERNATE I	JUN/1985
I-55	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-56	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-57	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-58	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-2	CHANGES - COST-REIMBURSEMENT (1987 AUG) - ALTERNATE I	APR/1984
I-61	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (OCT 97) - ALTERNATE I	AUG/1996
I-62	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	APR/1984
I-65	52.248-1	VALUE ENGINEERING	MAR/1989
I-66	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-67	52.249-14	EXCUSABLE DELAYS	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69		*** THIS REFERENCE (1A0210) IS NO LONGER VALID ***	
I-70	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-71	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-72	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	JUN/1997
I-73	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-74	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-78	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-80	252.215-7007	COST ESTIMATING SYSTEM REQUIREMENTS (FEDERAL REGISTER, VOL 62, NO. 145)	JUL/1997
I-81	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I	DEC/1991
I-82	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-85	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-86	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-87	252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-88	252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS	MAR/1998
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEDERAL REGISTER, VOL 62, NO 173)	SEP/1997
I-90	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	FEB/1998
I-91	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-92	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-93	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
I-94	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-95	252.225-7032	WAVIVER OF UNITED KINGDOM LEVIES	OCT/1992
I-96	252.225-7037	DUTY-FREE ENTRY - ELIGIBLE END PRODUCTS	MAR/1998
I-97	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-98	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-100	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-101	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-102	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	JUN/1995
I-103	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-104	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-105	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	NOV/1995

28B

252.227-7013 Rights in Technical Data--Noncommercial Items.

As prescribed in 227.7103-6(a), use the following clause:

RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. 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.

(12) "Government purpose rights" means the rights to-

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

(ii) 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 United States government purposes.

(13) "Limited rights" means the rights 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, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the 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 and/or management information.

(15) "Unlimited rights" means rights 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.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are-

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-
 - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
 - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data-

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data-

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data*. All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or

licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted-

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.
 Contractor Name
 Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions

thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data-- Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government

contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

ALTERNATE I (JUN 1995)

As prescribed in 227.7103-6(b), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.*

(1) This paragraph only applies to technical data in which the Government has obtained unlimited rights or a license to make an unrestricted release of technical data.

(2) The Government shall not publish a deliverable technical data item or items identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such data on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such data or the removal of any national security or export control restrictions, whichever is later,

the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the data are reasonably available to the public for purchase.

29

TAB 29

29A

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 30 of 41

PIIN/SIIN DAAH01-01-C-0141

MOD/AMD

Name of Offeror or Contractor: LOCKHEED MARTIN CORP

SECTION I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-8	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	JUL/1995
		DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
I-11	52.211-16	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	MAR/2000
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-3	CONVICT LABOR	AUG/1996
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-25	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-26	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-27	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-30	52.225-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-36	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-40	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-20	LIMITATION OF COST	APR/1984
I-43	52.232-22	LIMITATION OF FUNDS	APR/1984
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	MAY/2001
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1995
I-47	52.233-1	DISPUTES	DEC/1998
I-48	52.233-3	PROTEST AFTER AWARD (AUG 96) - ALTERNATE 1	JUN/1985
I-49	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-50	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-51	52.242-10	F.O.B. ORIGIN-GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-52	52.242-11	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR INDICIA MAIL	FEB/1993
I-53	52.242-13	BANKRUPTCY	JUL/1995

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 31 of 41
	PII/SI/N DAAH01-01-C-0141	MOD/AMD
Name of Offeror or Contractor: LOCKHEED MARTIN CORP		

	Regulatory Code	Title	Date
I-54	52.243-2	CHANGES - COST-REIMBURSEMENT (1987 AUG) - ALTERNATE I	APR/1984
I-55	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-56	52.245-19	GOVERNMENT PROPERTY FURNISHED 'AS IS'	APR/1984
I-57	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-58	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-59	52.249-14	EXCUSABLE DELAYS	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7001	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-65	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INP) TREATY	NOV/1995
I-66	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-70	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1996
I-71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-74	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-75	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-76	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
I-77	252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-78	252.237-7016	CERTIFICATION OF TECHNICAL DATA CONFORMITY	MAY/1987
I-79	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-80	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-81	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-82	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-83	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-84	252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGES PROPOSALS	MAY/1994
I-85	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-86	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

*Insert ZERO in the blank in paragraph (a) within the above referenced clause.

I-87 52.244-2 SUBCONTRACTS (AUG 98) - ALTERNATE I AUG/1998

(a) Definitions. As used in this clause --

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that --

29B

252.227-7013 Rights in Technical Data--Noncommercial Items.

As prescribed in 227.7103-6(a), use the following clause:

RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

- (8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.
- (9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
- (11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. 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.
- (12) "Government purpose rights" means the rights to-
- (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
 - (ii) 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 United States government purposes.
- (13) "Limited rights" means the rights 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, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-
- (i) Necessary for emergency repair and overhaul; or
 - (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
 - (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
 - (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.
- (14) "Technical data" means recorded information, regardless of the form or method of the 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 and/or management information.

(15) "Unlimited rights" means rights 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.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are-

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data-

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data-

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or

licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted-

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.
 Contractor Name
 Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions

thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data-- Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government

contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (c) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

ALTERNATE 1 (JUN 1995)

As prescribed in 227.7103-6(b), add the following paragraph (l) to the basic clause:

(l) Publication for sale.

(1) This paragraph only applies to technical data in which the Government has obtained unlimited rights or a license to make an unrestricted release of technical data.

(2) The Government shall not publish a deliverable technical data item or items identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such data on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such data or the removal of any national security or export control restrictions, whichever is later,

the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the data are reasonably available to the public for purchase.

30

TAB 30

3-19210/2001L-5388

28 August 2001

To: Commander
U. S. Army Missile Command
Redstone Arsenal, Alabama 35898-5280

Attn: AMCOM/AMSAM-AC-TM-C [REDACTED]
SFAE-MSL-PF-PES-PDM-C [REDACTED]

Contract DAAH01-98-C-0157, Industrial Engineering Services (IES)
Limited Data Rights Markings on the Low Cost Reduced Range Practice
Rocket (LCRRPR)

(a) Rights in Technical Data—Noncommercial Items, FAR 252.227-7013

(1) Limited Data Rights Markings for the LCRRPR

- 1 Lockheed Martin Corporation, Missiles and Fire Control-Dallas (hereinafter "Lockheed Martin") herewith submits for review our company's position reference to "Limited Data Rights" markings on the Low Cost Reduced Range Practice Rocket (LCRRPR) TDP documentation. Pursuant to Reference (a), Limited Data Rights per Enclosure (1) are marked on the TDP items as shown in bold and annotated with a "yes" in the Limited Data Rights column in the table. Even though the top level drawing (Rocket Pod: 298mm, M28A2) has a new part number, limited data rights is still applicable since the sub-level drawings for the Rocket Pod Assy, Harness Instl Assy, Launch Tube, and W110 Cable Assembly were unchanged and were originally marked as "Limited Data Rights". The system specification (MIS-35437) retains limited data rights marking as a result of the Rocket Pod and the software retaining limited data rights markings.
2. Any questions of a technical nature may be directed to [REDACTED] at [REDACTED] or of a contractual nature to the undersigned at [REDACTED]

Page 2
3-19210/2001L-5388

Sincerely,

[Redacted signature]

[Redacted name]

Contract Administrator - MLRS

cc: AMCOM/SFAE-MSL-ML-MG [Redacted]
DCMC Lockheed Martin Corp. [Redacted] ACO
Lockheed Martin Missiles & Fire Control-Dallas [Redacted] (MC-20)
Lockheed Martin Missiles & Fire Control-Dallas [Redacted] (MC-20)
Lockheed Martin Missiles & Fire Control-Dallas [Redacted] (MC-48)

2

Limited Data Rights Markings for the LCRRPR

23 August 2001

RRPR			LCRRPR		
Description	Document Number	Limited Data Rights	Description	Document Number	Limited Data Rights
Warhead Assy, M28A1	13031050	Yes	Warhead Assy, M28A2	13540611	No
Skin	13031051	Yes	Skin, Warhead	13540612	No
	13031052	Yes	Nose Cap	13540614	No
Bulkhead, Forward Casting	13031055	Yes	Ballast, Warhead	13540613	No
Spacer, Ballast	13031056	Yes	N/A	N/A	N/A
	13031057	Yes	N/A	N/A	N/A
Support, Reduced Range Practice	13031058	Yes	N/A	N/A	N/A
Bulkhead, Intermediate	13031059	Yes	N/A	N/A	N/A
Rocket Assy, M28A1	13031060	Yes	Rocket Assy, M28A2	13540610	No
Bulkhead, Forward	13031068	Yes	N/A	N/A	N/A
	13031069	Yes	N/A	N/A	N/A
Rocket Pod, 298mm, M28A1	13031950	Yes	Rocket Pod, 298mm, M28A2	13540620	Yes
Rocket Pod Assy	13031951	Yes	Rocket Pod Assy	13031951	Yes
Marking Instructions, Rocket Pod, 298mm, M28A1	13031952	Yes	Marking Instructions, Rocket Pod, 298mm, M28A2	13540622	No
Harness Instl Assy	13031953	Yes	Harness Instl Assy	13031953	Yes
Tube, Launch	13031955	Yes	Tube, Launch	13031955	Yes
Cable Assembly, W110	13210600	Yes	Cable Assembly, W110	13210600	Yes
Sabot	13029568	No	Sabot	13540618	No
System Spec M28A1 Rocket Pod, 298mm	MIS-31710	Yes	System Spec M28A2 Rocket Pod, 298mm	MIS-35437	Yes
Fab Spec M26 Rocket Pod, 298mm	MIS-31840	No	Fab Spec M28A2 Rocket Pod, 298mm	MIS-35438	No
B-5 Specification	MIS-35094/19	Yes	B-5 Specification	MIS-35094/19	Yes
C-5 Specification	MIS-35095/19	Yes	Software Version Description (SVD)	MIS-35095/19	Yes
RRPR Software SPAP	MIS-35095/19 Version 113	Yes	RRPR Software SPAP	MIS-35095/19 Version 114	Yes

31

TAB 31

31A

Distribution Statement

D10 - Statement D, limited to DoD and Contractors due to Administrative or Operational Use

WARNING - This document contains technical data whose export is restricted by the Arms Export 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.

General ECP Information

ECP Title: UPDATE MIS-35094/19 and MIS-35095/19 for High Winds Limitation with Low-Cost Reduced Range Practice Rockets

Date Submitted: 2002/01/24

PAN: MI-C1973

DODAAC:

Originator: LOCKHEED MARTIN CORP, Missiles & Fire Control, P. O. Box 650003, Dallas, TX 75265-0000

ECP CLASS	J-CODE	PRIORITY	MODEL/TYPE
I	O	U	--
CAGE	SYSTEM	CONFIG TYPE	
64059	MLRS	-	
ECP NO	TYPE	REVISION	AMENDMENT
MI-C1973	F	R0	A0

Baseline Affected:

Total Number of Change Documents Attached to this Document: N/A

Functional:

Allocated:

Product: Y

Other Systems/Configuration Items Affected: N

System in Production?: Y

Effect on Production Delivery Schedule:

- Days After Contractual Approval:

- Specific Date:

Date By Which Contractual Authority Needed For:

Date Contractual Authority Needed For:

- Production: 2002-02/28

- Retrofit:

Estimated Cost/Savings: 0

Estimated Net Total Cost: 0

Submitter Name: Paul Heltmach

Submitter Title: Manager, Configuration Management

Work-Hours to Install Retrofit KITS:

- Organization:

- Intermediate:

- Depot:

- Other:

Work-Hours to Conduct System Tests After Retrofit:

Is Contractor Field Service Engineering Required?:

Out of Service Hours:

Frame 2.1

Emergency/Urgent ECP

Per TDL TR-99-01 (S/D 1)

. Revision B, the scheduled completion date of the MLRS M270 Low Cost Reduced Range (LCRRPR) software is February 28, 2002.

Frame 3

Specifications Affected

Note: Select SCN to View

Specification	Cage Code	Revision	SCN	Number-Type
MIS-35095/19	18876	E		MIS-35095/19-NC
MIS-35095/19E SUP 1	18876			MIS-35095/19E SUP 1-NC
MIS-35094/19	18876	D		MIS-35094/19-NC
MIS-35094/19D SUP 1	18876			MIS-35094/19D SUP 1-NC

Frame 4

Contract Number and Line Item

Contract Number	Line Item
DAAH01-01-C-0141	

Frame 5

Procuring Contracting Officer

Officer	Code	Telephone
James Snyder	AMSAM-AC-TM-C	256.876.7347

Frame 6

Configuration Item Nomenclature

Item Nomenclature	Part Number	System
MLRS	-----	MLRS

Frame 7

Name of Part or Lowest Assembly Affected

Assembly Name	Assembly Number	NSN	CAGE
	SEE CONFIG ITEM NOMENCLATURE		

Frame 8

Description Of Change

NORs 1/4 MIS-35094/19

, NOR 2/4 MIS-35094/19E Supplement 1

, NOR 3/4 MIS-35095/19

and NOR 4/4 MIS-35095/19F Supplement 1

Update the Software Requirements Specification (SRS) document to include new requirements for the software to restrict fire missions with high winds at low altitudes. Update paragraphs 2.1 and 2.2 to include the latest revisions of referenced documents. Update paragraph 3.2.5.5.2 and add new paragraph 3.2.5.5.1 to describe new requirements as described in STR 5374 (S/D 2)

. Renumber subsequent paragraphs and paragraph references, which are changed due to the added paragraph. Update paragraphs 3.3.1.2.1, 3.3.1.2.2, 3.3.3.2.1, 3.3.5.2.1.8, 3.3.5.2.2.3, and 3.3.6.2 to modify references to the weapon type group identification number to the correct number for this weapon. Modify paragraph 3.3.5.2.3.3 to correct a formatting error.

In the software, implement a new Fortran ballistic algorithm that prevents calculation of a firing solution for fire missions with high winds (over 30 knots) at low altitudes for the Low-Cost Reduced Range Practice rocket (LCRRPR). In addition, include minor corrections in the area of end-of-mission processing for precalculated missions.

Update the Software Version Description (SVD) to include V107A2 ballistics update as described in STR 5374 and the minor ballistics corrections described in STR 5375 (S/D 3)

. Update paragraphs 1.1, 1.2, 3.1, 3.3.1.5, 3.3.2.5, 3.3.3.5 and 3.7 of the SVD to reflect the new version numbers and the changes installed with this software release. Update Table 2 to reflect the current path name for the location of the SVD files. Update Table 3 and Table 5 of the SVD to reflect the revised software module names associated with this ECP.

Frame 9

Need for Change

A Low cost Reduced Range Practice Rocket (LCRRPR) Weapon Application Software update was required to implement a new Fortran Ballistics Algorithm which limits fire missions with high winds at low altitudes for this weapon. Per Technical Direction Letter TR-99-001, Revision B, The Low-Cost Reduced Range Special Application Software has been modified to prevent the calculation of aiming solutions under these conditions

Frame 10

Production Effectivity by Serial Number

Cut-In SN	Cut-Out SN
DOC CHANGE ONLY	

Frame 11

Effects on Program Configuration Identification Operation and Logistics

Note: Areas not affected by this ECP do not appear

Effect On Product Configuration Documentation/Identification Or Contract

- CDRL, TECHNICAL DATA

Effect On Integrated Logistics Support (ILS) Elements

- MAINTENANCE CONCEPT, PLANS AND PROCEDURES

Effect On Operational Employment

- SAFETY

Frame 11.1

CDRL, Technical Data

See NORs.

Frame 11.2

Maintenance Concept, Plans and Procedures

The CB and CC tables will have to be updated. Full impact unknown at this time.

Frame 11.3

Safety

Safety Statement

Frame 12

Developmental Status

Successfully completed FQT (Autotest) on 10 August 2001 with Software Quality Assurance witnesses. FQT Report #3-57440/2001R-5004, dated 16 October 2001 submitted to AMCOM via CITIS. See FQT signature page (S/D 4)

ECP changes do not affect hardware form, fit or function.

Frame 13

Hardware Milestone Chart

Hardware Milestone Chart - Page 1

Frame 14

Supplemental Information

Supplemental Enclosures

Prepared by

Cognizant Engineer

European Production Priority Code

LOCKHEED MARTIN CORP, Missiles & Fire Control - Dallas, Sheet 2

Frame 14.1

Prepared by

B. Powell

Frame 14.2

Cognizant Engineer

V. Green

Frame 14.3

European Production Priority Code

0

Frame 14.4

LOCKHEED MARTIN CORP, Missiles & Fire Control - Dallas,

Sheet 2

Sheet 2

31B

SUPERSEDING
MIS-35094/19D
02 MAR 1998

MISSILE COMMAND DETAIL SPECIFICATION
COMPUTER PROGRAM DEVELOPMENT SPECIFICATION
FOR THE
MULTIPLE LAUNCH ROCKET SYSTEM
REDUCED RANGE PRACTICE ROCKET (RRPR)
WEAPON COMPUTER PROGRAM COMPONENT

RESTRICTED RIGHTS LEGEND

Use, duplication or disclosure is subject to restrictions stated in Contract No. DAAH01-89-C-0336/P00111, P0241 with Lockheed Martin Missiles and Fire Control - Dallas and the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software, the Government shall have unlimited rights in the software. The Contractor may not place any legend on computer software restricting the government's rights in such software unless the restrictions are set forth in a license agreement made a part of this contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted right legend to the computer software shall relieve the Government of liability with respect to the unmarked software. In addition to the "Limited Rights" specified in paragraph (a)(15) of the clause at 252.227-7013 of the contract listed above, the Government has "License Rights" as specified in Clause H-52 of said contract.

Use or disclosure of data on this sheet is
subject to the restrictions on the title page.

31C

SUPERSEDING
MIS-35095/19E
11 DEC 2001

MISSILE COMMAND DETAIL SPECIFICATION
SOFTWARE VERSION DESCRIPTION
FOR THE
RRPR WEAPON SPECIAL APPLICATIONS
COMPUTER SOFTWARE COMPONENT
OF THE
MULTIPLE LAUNCH ROCKET SYSTEM
FIRE CONTROL SYSTEM
ELECTRONICS UNIT CENTRAL PROCESSOR
CSC NO: MIS-35095/19-115

Prepared for:

U. S. ARMY AVIATION AND MISSILE COMMAND
REDSTONE ARSENAL, AL 35898

Prepared by:

LOCKHEED MARTIN CORPORATION,
MISSILES AND FIRE CONTROL
POST OFFICE BOX 650003
DALLAS, TX 75265-0003

LIMITED RIGHTS

Contract No. DAAH01-98-C-0157
Lockheed Martin Corporation
Missiles and Fire Control - Dallas
1701 W. Marshall Drive
Grand Prairie, Texas 75051

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

Distribution Statement D: Distribution authorized to the DOD and DOD contractors only; Administrative or Operational Use. Date of Determination: 21 Aug 97. Other requests shall be referred to U. S. Army Aviation and Missile Command, MLRS Project Office, ATTN: SFAE-MSL-TM-C, Redstone Arsenal, AL 35898.

Export-Control Act Warning: This document contains technical data whose export is restricted by the Arms Export 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.2 401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

32

TAB 32

The Offeror is required to identify in his proposal, to the extent feasible, any such computer software which was developed at private expense and upon the use of which it desires to negotiate restrictions, and to state the nature of the proposed restrictions. Any restrictions on the Government's use or disclosure of computer software developed at private expense and to be delivered under the contract must be set forth in an agreement made a part of the contract, either negotiated prior to award or included in a modification of the contract before such delivery. If no such computer software is identified, all deliverable computer software will be subject to unlimited rights.

(End of provision)

I-8 TECHNICAL DATA - WITHHOLDING OF PAYMENT
252.227-7030

(OCT 1988)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7030(k) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

I-9 DATA REQUIREMENTS
252.227-7031

(OCT 1988)

The Contractor is required to deliver only the data items listed on the DD Form 1423 (Contract Data Requirements List) and data items identified in and deliverable under any contract clause of FAR Subpart 52.2 and DoD FAR Supplement Subpart 52.2 made a part of the contract.

(End of clause)

I-10 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.227-7037

(APR 1986)

(a) Definition. The terms used in this clause are defined in the clause at DFARS 252.227-7037 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

(b) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract, and shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (d) below.

(c) Prechallenge Request for Information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (c)(1) above, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates. The Contracting Officer shall follow the procedures described in (d) below.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (c)(1) above, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (d) below.

(d) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall:

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction; and

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (f) below, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided.

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (e) below.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601 et seq.), and shall be certified in the form prescribed by FAR 33.207, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(e) Final Decision When Contractor or Subcontractor Fails to Respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause at FAR 52.233-1, pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (d)(1)(ii) or (d) (2) above. Following the issuance of the final decision, the Contracting Officer will comply with the procedures in (f)(2)(ii) through (iv) below.

(f) Final Decision When Contractor or Subcontractor Responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause at FAR 52.233-1. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (f)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (f)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (f)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(1v) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(g) Final Disposition of Appeal or Suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(h) Duration of Right to Challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data (1) is publicly available; (2) has been furnished to the United States without restriction; or (3) has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 18 U.S.C. 2321. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation".

(i) Priority of Contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies priority of contract between the Government and subcontractors.

(j) Flowdown. The Contractor or subcontractor agrees to insert this clause in subcontracts at any tier requiring the delivery of technical data.

(End of clause)

33

TAB 33

33A

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAH01-98-C-0157 MOD/AMD	Page 33 of 47
Name of Offeror or Contractor: LOCKHEED MARTIN VOUGHT SYSTEMS		

1001 I - CONTRACT CLAUSES

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-8	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	JUL/1995
		DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
I-11	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1986
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS	OCT/1997
I-19	52.215-19	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRR)	OCT/1997
		OTHER THAN PENSIONS	
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
21	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
1	52.216-8	FIXED FEE	MAR/1997
	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN/1997
I-24	52.222-3	CONVICT LABOR	AUG/1996
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/1995
I-26	52.222-26	EQUAL OPPORTUNITY	APR/1984
I-27	52.222-28	EQUAL OPPORTUNITY FORWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	APR/1984
I-29	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-30	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR/1984
I-31	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-32	52.223-2	CLEAN AIR AND WATER	APR/1984
I-33	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-34	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-35	52.225-10	DUTY-FREE ENTRY	APR/1984
I-36	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT/1996
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/1996
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-39	52.227-1	AUTHORIZATION AND CONSENT (JUL 95) - ALTERNATE I	APR/1984
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-42	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-43	52.227-13	PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT	JAN/1997
I-44	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-45	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/1996
I-47	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
8	52.232-17	INTEREST	JUN/1996
	52.232-20	LIMITATION OF COST	APR/1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-51	52.232-25	PROMPT PAYMENT	JUN/1997

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 34 of 47

PIIN/SIIN DAAH01-98-C-0157

MOD/AMD

Name of Offeror or Contractor: LOCKHEED MARTIN VOUGHT SYSTEMS

	Regulatory Code	Title	Date
	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG/1996
I-53	52.233-1	DISPUTES	OCT/1995
I-54	52.233-3	PROTEST AFTER AWARD (AUG 96) - ALTERNATE I	JUN/1985
I-55	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-56	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-57	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-58	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-59	52.242-11	BANKRUPTCY	JUL/1995
I-60	52.243-2	CHANGES - COST-REIMBURSEMENT (1987 AUG) - ALTERNATE I	APR/1984
I-61	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (OCT 97) - ALTERNATE I	AUG/1996
I-62	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	APR/1984
I-65	52.248-1	VALUE ENGINEERING	MAR/1989
I-66	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-67	52.249-14	EXCUSABLE DELAYS	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69		*** THIS REFERENCE (IA0210) IS NO LONGER VALID ***	
I-70	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-71	52.203-0	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-72	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	JUN/1997
I-73	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-74	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
78	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-80	252.211-7002	COST ESTIMATING SYSTEM REQUIREMENTS (FEDERAL REGISTER, VOL 62, NO. 145)	JUL/1997
I-81	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) - ALTERNATE I	DEC/1991
I-82	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-85	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-86	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-87	252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-88	252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS	MAR/1998
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEDERAL REGISTER, VOL 62, NO 173)	SEP/1997
I-90	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	FEB/1998
I-91	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-92	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-93	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
I-94	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-95	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
I-96	252.225-7037	DUTY-FREE ENTRY - ELIGIBLE END PRODUCTS	MAR/1998
I-97	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-98	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-100	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-101	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-102	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	JUN/1995
03	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-105	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	NOV/1995

33B

252.227-7037 Validation of Restrictive Markings on Technical Data.

As prescribed in 227.7102-3(c), 227.7103-6(e)(4), 227.7104(e)(6), or 227.7203-6(f), use the following clause:

VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)

(a) *Definitions.* The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) *Contracts for commercial items--presumption of development at private expense.* Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) *Justification.* The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (c) of this clause.

(d) *Prechallenge request for information.*

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the

technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) *Challenge*

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (l) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(l) *Final decision when Contractor or subcontractor fails to respond.* Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (c)(1)(ii) or (e)(2) of this clause.

Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive

markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data-

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) *Decision not to challenge.* A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) *Privity of contract.* The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) *Flowdown.* The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

34

TAB 34

Army Regulation 70-6

Research, Development, and Acquisition

Management of the Research, Development, Test, and Evaluation, Army Appropriation

Headquarters
Department of the Army
Washington, DC
16 June 1986

Unclassified

Effective 1 October 1986

Research, Development, and Acquisition

Management of the Research, Development, Test, and Evaluation, Army Appropriation

By Order of the Secretary of the Army:

JOHN A. WICKHAM, JR.
General, United States Army
Chief of Staff

Official:

R. L. DILWORTH
Brigadier General, United States Army
The Adjutant General

History. This UPDATE printing publishes a revision which is effective 1 October 1986. Because the structure of the entire revised text has been reorganized, no attempt has been made to highlight changes from the earlier regulation dated 12 November 1974. The cover date of this issue is later than the date of publication within because of the non-availability of printing funds at the time of publication.

Summary. This revision prescribes policies

and procedures for the programming, budgeting, and execution of the Research, Development, Test, and Evaluation, Army (RDTEA) Appropriation. It implements the policies and uses of the RDTEA appropriation as defined in DOD 7110-1-M chapter 251. It contains the policy and procedures for use in RDTEA reprogramming and Total Risk Assessing Cost Estimates (TRACE) for RDTEA programs.

Applicability. This regulation applies to all Active Army activities and installations that program, budget, and expend RDTEA appropriations funds. It does not apply to the Army National Guard or the U.S. Army Reserve.

Proponent and exception authority. Not applicable

Army management control process. This regulation is subject to the requirements of AR 11-2. It contains internal control provisions and checklists for conducting internal control reviews.

Supplementation. Supplementation of this regulation and establishment of forms other than DA forms are prohibited without prior

approval from HQDA (DAMA-PPR), WASH DC 20310-0666.

Interim changes. Interim changes to this regulation are not official unless they are authenticated by The Adjutant General. Users will destroy interim changes on their expiration dates unless sooner superseded or rescinded.

Suggested improvements. The proponent agency of this regulation is the Office of the Deputy Chief of Staff for Research, Development and Acquisition. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to HQDA (DAMA-PPR), WASH DC 20310-0666.

Distribution. Distribution of this issue has been made in accordance with DA Form 12-9A-R requirements for 70-series publications. The number of copies distributed to a given subscriber is the number of copies requested in Blocks 112 of the subscriber's DA Form 12-9A-R. AR distribution is D for Active Army; for ARNG, and USAR: None.

Contents (Listed by paragraph and page number)

Chapter 1

Introduction, page 1

Purpose • 1-1, page 1

References • 1-2, page 1

Explanation of abbreviations and terms • 1-3, page 1

Responsibilities • 1-4, page 1

Research, Development, Test, and Evaluation, Army numbering systems • 1-5, page 2

Procedures for program element/project initiation • 1-6, page 2

Internal control • 1-7, page 2

Chapter 2

Appropriation Guidance, page 2

Use of the Research, Development, Test, and Evaluation, Army appropriation • 2-1, page 2

Incremental funding • 2-2, page 2

Use of RDTEA project orders • 2-3, page 3

Chapter 3

Funding guidance, page 3

Indirect management and support costs • 3-1, page 3

Carrier accounts • 3-2, page 3

Base operations (BASEOPS)/real property maintenance activities (RPMA) • 3-3, page 3

Host-tenant support costs • 3-4, page 4

Army Management Headquarters activities (AMHA) and other RDTEA command management and administration costs • 3-5, page 4

Laboratory management and administration • 3-6, page 4

Army Industrial Fund • 3-7, page 5

Developmental and operational testing-unique policy • 3-8, page 5

Reimbursements • 3-9, page 5

Equipment authorization/documentation • 3-10, page 5

Funding and issue of standard stock items of equipment • 3-11, page 6

Special purpose equipment and automatic data processing equipment • 3-12, page 6

Base-level commercial equipment • 3-13, page 6

Productivity Capital Investment Programs • 3-14, page 6

Transportation costs • 3-15, page 6

Chapter 4

Budget Formulation and Execution, page 7

General • 4-1, page 7

MACOM/operating agency budget submissions • 4-2, page 7

OSD/DA withholds • 4-3, page 7

*This regulation supersedes AR 70-6, 12 November 1974.

numerous other activities. Under these circumstances, managerial and administrative costs would be reported under the appropriate BASEOPS account.

3-7. Army Industrial Fund

Effective with FY87, the Army will not use AIF accounting procedures to account for the funding at RDTE,A installations and activities. This policy does not preclude an RDTE,A activity or installation from placing an individual reimbursable or project order with another activity that is industrially funded in order to obtain supply, maintenance, production, or transportation services. Where an RDTE,A activity is a tenant or satellite on a host installation that utilizes the industrial fund for financial management, a single project order (for reimbursable order) will be written to the industrial fund to cover the RDTE,A activity's share of BASEOPS/RPMA expenses based on the negotiated support agreement. These host-tenant support costs will be programmed and budgeted for in accordance with paragraph 3-4b. All other costs related to the operation of the RDTE,A activity will be managed through use of an appropriation accounting financial management system.

3-8. Developmental and operational testing-unique policy

a. The appropriate use of RDTE,A funds for the conduct and performance of developmental tests and operational tests is furnished in AR 70-10, chapter 4. Additional details are furnished below.

(1) Development preproduction prototypes (RDTE,A-financed) will be used for developmental test and evaluation (DT&E), including scientific, technical and weapons effects tests. Such preproduction prototypes (RDTE,A-financed) will also be used for initial operational test and evaluation (IOTE). When so used, they must be sufficiently representative of the expected production items to provide from the IOTE a valid estimate of the production items' operational effectiveness and suitability. If it should be necessary to acquire a limited number of special pilot items from a pilot line to provide the necessary representative's, costs for establishing the initial pilot line and for these IOTE items will be RDTE,A-funded. All subsequent costs for retaining initial pilot line capability, and for items for follow-on OT&E and inventory, however, will be funded from other appropriations as provided for in AR 37-100-XX, chapter 7. RDTE,A-financed prototype must be adequate in number to satisfy both the DT&E and IOTE requirements. Special support costs and command support costs for accomplishment of IOTE should be RDTE,A-funded.

(a) Special support costs are used in the context of test and evaluation (T&E) programs. They are those acquisition or hardware costs, other than those associated with the item(s) that is(are) the subject of the test, which are incurred in direct support of the T&E effort (for example, special range instrumentation costs).

(b) Command support costs are also used in the context of the T&E programs. These costs refer to people-related costs of the command and operational units providing collateral support to the T&E effort. These are additional costs incurred because of this test support. Examples are per diem pay, travel allowances, and overtime.

(2) The appropriate appropriation for items falling in some of the categories shown below, as well as what may constitute a realistic number of test articles for major developments, will depend on the actual program circumstances involved for each case for each annual program/budget cycle. Therefore, each program/budget proposal made in accordance with these instructions will be subject to review and determination.

(a) DT&E programs must provide complete and reliable data that can be used to estimate the military utility of new items as a basis for considering decisions to continue engineering development. To this end, it is essential to plan, program, budget, and fund for an adequate number of research and development (R&D) articles for development, test, and evaluation that will be fabricated, manufactured, or produced in a realistic preliminary production manner and

thus provide such data. The RDTE,A appropriation is to be used for this purpose.

1. Technical feasibility testing and evaluation will be funded from the RDTE,A appropriation.

2. Operational feasibility testing (a subcategory of force development test and evaluation) and evaluation will be funded from the operation and maintenance appropriations.

3. Combined technical and operational feasibility testing costs will be shared by both appropriations, utilizing test objectives as a basis for share determination.

(b) Articles for test and evaluation financed by the RDTE,A appropriation and still available at the completion of the test program may be reassigned for operational use or inventory. The cost to reconfigure such articles for operational use would be financed by OMA or procurement appropriations (PA) as appropriate.

(3) Major end items (not included under stock funds) such as weapons, test vehicles, equipment, or major components thereof, required to support the approved development and test program for a different military end item, will be subject to the following:

(a) Items that can be made available from existing inventory on a priority basis will be reassigned for use in R&D test and evaluation programs without reimbursement for the procurement of the items.

(b) Items consumed in R&D test and evaluation will be financed by the RDTE,A appropriation.

(c) Consumable rounds of ammunition or rounds of similar tactical missiles otherwise procured in quantity for inventory under existing procedures, may be issued on a priority basis for use in R&D testing without reimbursement unless reimbursement for such items is required under other directives.

(d) Items that have otherwise been approved for procurement operational use and included in the forces, are in production or on buy for a requirement other than the RDTE,A program, can be assigned for use in R&D test and evaluation on a priority basis. If the items are not consumed in the R&D testing they will be financed by PA or OMA. RDTE,A will bear any costs necessary to return the item to serviceable condition.

b. Policies concerning the operation, management, and financing of the DA Major Range and Test Facility Base (MRTFB) are contained in AR 70-69.

c. BASEOPS/RPMA costs at MRTFB installations will be funded as directed in paragraph 3-3.

d. Host-tenant support costs for tenants and satellite activities will be funded in accordance with paragraph 3-4.

e. MRTFB indirect test support costs not identified and funded for in accordance with b, c, and d above will be funded in program element 65804A (AMSCO 665804) for the test and evaluation command ranges and 65301A (AMSCO 665301) for Kwajalein Missile Range.

3-9. Reimbursements

Beginning in FY87, reimbursable orders received by RDTE,A installations and activities will be treated as automatic reimbursements to the same RDTE,A AMSCO where personnel performing the service are assigned and/or where related management and administration or BASEOPS/RPMA costs are incurred to fill the reimbursable order. Execution reports must separately identify direct and reimbursable obligations, expenses, and disbursements. The use of the 69XXXX series of AMSCO accounts currently defined in AR 37-100-XX is rescinded effective with the completion of the FY86 program year execution.

3-10. Equipment authorization/documentation

a. Criteria for documentation of equipment at RDTE,A installations and activities is in AR 310-34, chapter 2.

b. Criteria for obtaining loaned equipment without reimbursement for use in the performance of RDTE,A missions is in AR 700-131.

c. Machinery or equipment authorized within a customer order to be acquired in fulfilling requirements thereof should be financed by direct cite of customer funds. Equipment acquired specifically for a customer order in this manner is the property of the customer, and will be disposed of in accordance with the customer's instructions.