

Organization: _____

Control Number: _____

LT2/CTIA DISTRIBUTION AGREEMENT (For Non-DOD contract Development Activities)

REQUESTING ORGANIZATION NAME: _____

REQUESTING ORGANIZATION OR CONTRACTOR AUTHORIZED POINT OF CONTACT (POC):

NAME (Print): _____ **Date:** _____

TELEPHONE: _____ **E-MAIL:** _____

ADDRESS: _____

SPECIFIC CTIA/LT2 PRODUCT(S) BEING REQUESTED:

CONTRACT/REFERENCE NUMBER: _____

If you do not have a contract number, the reference number will be assigned by APM TRADE.

PURPOSE (Clearly identify the intended use of the Product(s) plus the impact if the Product is not provided).

- Academic Institution Application
- Internal Research and Development Application
- International Project Development Application (Actual International SW distribution must be executed separately through formal Government to Government processes).
- Other, Explain in Purpose

ESTIMATED COMPLETION DATE: _____

Organization: _____

Control Number: _____

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS DISTRIBUTION AGREEMENT AND WILL UTILIZE THE PRODUCT ONLY FOR THE PURPOSE/USE DESCRIBED. I UNDERSTAND THAT PROCESSING OR TRANSMITTING THIS EXPORT CONTROLLED MATERIAL VIA ANY PUBLIC ELECTRONIC MEDIUM IS STRICTLY PROHIBITED. I HAVE ATTACHED DOCUMENTATION CLEARLY STATING THAT I AM AUTHORIZED TO COMMIT MY ORGANIZATION TO THE PROVISIONS OF THIS DISTRIBUTION AGREEMENT.

SIGNATURE: _____

PRINTED NAME: _____

ORGANIZATION SECURITY POC: _____

ORGANIZATION LEGAL POC: _____

REQUEST FOR RELEASE: It is requested that the Product be released to the above-identified recipient for the stated purpose. It is hereby certified that the information identified above is correct and the recipient requires the Product for the aforementioned purpose.

Date: _____

Name (please print): _____

Organization: _____

Position: _____

Telephone: _____ E-mail: _____

Signature: _____

U.S. GOVERNMENT DOD CONTROLLING OFFICE APPROVAL: The above request is approved for the purpose stated by the requester.

(APM TRADE)

(Date)

DISTRIBUTION AGREEMENT

1. Definitions.

a. Academic Institution. Any accredited college, university or other entity of higher education which is a tax exempt organization under 26 U.S.C. 501(c)(3).

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

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

d. Government Purpose Rights. The rights to:

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

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

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

f. PM. Project or Product Manager

g. Product. The technical data, hardware, software, intellectual property, or combination of some or all of the above, which is provided to the recipient through this Distribution Agreement.

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

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

2. THE PRODUCT IS NOT AUTHORIZED FOR FURTHER DISTRIBUTION OUTSIDE THE REQUESTING ORGANIZATION.

3. **WARNING.** CTIA/LT2 products contain software code and products written in compliance to software coding standards supporting classified processing. Under LT2 distribution rules, only US citizens with a current verifiable SECRET clearance can have access to the code.

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

5. Subject to approval by a Government Sponsor, the Product may be used for the purpose(s) stated with the following general conditions. Any special terms and conditions applicable to a specific Product, if required, will be provided in Attachment A.

a. The Product will be handled and maintained in accordance with For Official Use Only, Export Control and Army Regulation 25-2 requirements, and only US citizens with a SECRET clearance will be given access to the Product.

b. The Product will be used only in accordance with this Distribution Agreement. The purpose may include incorporating the Product, or elements thereof, into Products being developed under the terms of a current contract with the U.S. Government, under an Academic Institution Cooperative Agreement, Cooperative Research and Development Agreement (CRADA), Other Transaction, a contractor Independent Research and Development (IR&D) project or under the terms of an International Agreement.

c. The Product shall not be re-distributed, sold, or used for commercial purposes or practices by the recipient, in whole or in part, without the express permission of APM TRADE. The recipient may reproduce copies of the Product for use within his organization, or to perform under the terms and conditions of this Distribution Agreement. A copy of this approved Distribution Agreement shall be provided and maintained with each authorized copy of the Product and appropriate personnel shall be briefed regarding the Distribution Agreement requirements. In addition, the controlling DoD office is to be formally notified of the name, address and designated point of contact of all authorized U.S. contractors, subcontractors or other recipients to whom a copy is provided. The original recipient of the Product shall be responsible for compliance with the terms of this Distribution Agreement related to all authorized copies.

d. Recipient and all other individuals/organizations supporting said recipient will return or destroy all Product(s) upon completion of the approved work, or completion of the contract under which the work is authorized, whichever comes first.

e. The Products may be developmental in nature.

f. The U.S. Government and its agents shall not be liable for any harm, damage, or injury that may result from the use or untimely receipt of the Product.

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

h. The individual who will act as recipient of the Product is a U.S. citizen.

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

j. The recipient agrees that he will not provide access to this material to persons other than its employees or persons acting on its behalf, without permission of the controlling DoD office.

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

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

6. As consideration for the distribution of the Product, the approved recipient shall provide to the controlling DoD office any and all changes, enhancements, improvements or modifications which may be made to the Product while in the approved recipient's possession. The changes, enhancements, improvements or modifications made to the Product, along with all software source code, will be provided to the controlling DoD office with at least Government Purpose Rights. The approved recipient shall send a white paper to the controlling DoD office, at a minimum, on an annual basis. "Annual" white papers are to be filed no later than January 31 of each calendar year. The white paper shall describe all changes, enhancements, improvements or modifications you may make to the software. If the white paper or, enhancements, improvements or modifications made to the Product are not received by the controlling DoD office with at least Government Purpose Rights, the controlling DoD office will demand the return and/or destruction of the Product in the approved recipient's possession. A failure to return and/or destroy the Product will be deemed a breach of this agreement and may

result in prosecution of the USG's rights in the applicable forum. The recipient agrees that it will not assert that such return and/or destruction is a Government-caused delay under any contract with the U.S. Government.

7. APM TRADE has authority and responsibility to maintain configuration control and support for DoD users' world wide. As a requirement of maintaining a stable configuration to support capabilities for users, the Product, modifications, or any new code must not be provided to anyone but APM TRADE IAW paragraph 6, or used at any DoD facility, without written permission of APM TRADE.

8. An Academic Institution agrees that prior to publication of any research results arising out of or from the use of the Product, the controlling DoD office will be notified and given the opportunity to review and possibly prohibit said publication if the research results contain information which may adversely affect the national interest, or violates any Army policies or directives.

9. In order to operate and maintain LT2/CTIA Product in accordance with the current security accreditation, and as required by DoD and Army Information Assurance policies and regulations, the user must also acknowledge and agree to the following requirements:

- a. Recipient must adhere to all information security related procedures and controls. Specific instances of these information assurance related controls are:
- b. Personnel Security – Users / Receiving organizations are responsible for ensuring personnel with access to the Product have the appropriate security clearances and need to know. Users are responsible for controlling access to the system and assigning accounts to authorized individuals.
- c. Data Marking – Users / Receiving organizations are responsible for correctly marking all documents and media with the correct classification labels in accordance with Executive Order 12958.
- d. Enclave Boundaries – Users / Receiving organizations are responsible for implementing boundary protection mechanisms in accordance with DoD and Army Information Assurance policies and regulations.
- e. Interconnections – If Product is used in an environment with interconnections to other systems, the user / receiving organization is responsible for establishing an agreement between the Designated Approval Authorities (DAAs) of all systems involved.
- f. Audit Data Management – The Users / Receiving organization is responsible for developing and executing policies and procedures to back-up, restore and analyze audit data. Any security vulnerabilities detected with the Product will be reported by the user to APM TRADE.

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g. Physical and Environmental – The User / Receiving organization is responsible for physical and environmental security mechanisms as required by DoD and Army Information Assurance polices and regulations, including the following:

1. Cleaning and sanitizing media
2. Emergency lighting
3. Fire detection, inspection, and suppression
4. Temperature and humidity controls
5. Master power switch and voltage regulation
6. Physical protection
7. Workplace security procedures
8. Storage and destruction
9. Environmental security testing
10. Visitor and maintenance personnel control

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Please fax this completed form to Angela Pritchard at (407) 384-5210