

**DISTRIBUTION AGREEMENT**  
**Live Training Transformation (LT2) Components and Common Training**  
**Instrumentation Architecture (CTIA)**  
**(For Department of Defense and DoD Contractors)**

- This material is authorized for distribution in accordance with Distribution Statement D (DoD Directive 5230.24, March 18, 1997). “Distribution is authorized to the Department of Defense and U.S. DoD contractors only (Administrative or Operational Use)(12/00).” Other requests shall be referred for consideration by the controlling DoD office. The controlling DoD office is U.S. Army PEO STRI APM LT2.
- **WARNING** - This document refers to technical data, 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.

SUBJECT TO APPROVAL BY A GOVERNMENT SPONSOR, THE LIVE TRAINING TRANSFORMATION (LT2) COMMON TRAINING INSTRUMENTATION ARCHITECTURE (CTIA) AND/OR LT2 COMPONENT MAY BE USED FOR THE PURPOSE STATED WITH THE FOLLOWING GENERAL CONDITIONS:

1. This Distribution Agreement shall serve as a non-exclusive, freely revocable license limited to products for intended use by or for the Government of the United States. Any unauthorized use of this license, including unauthorized commercial use, may harm the United States. In such case, the U.S. is free to seek any and all legal remedies available under the laws of the United States.
2. The material will be handled and maintained in accordance with For Official Use Only, Export Control and AR 380-5 requirements.
3. The material will be used only in accordance with this Distribution Agreement. The purpose may include incorporating the LT2 Components and CTIA software, or elements thereof, into products being developed under the terms of a current contract with the U.S. Department of Defense. The LT2 Components and CTIA software will not be modified, adapted, or otherwise altered except as required for the prior approved purpose.
4. LT2 Components and CTIA software material shall not be re-distributed, sold, or used for commercial purposes by the recipient, in whole or in part, without the express permission of the PEO STRI APM LT2. The approved recipient may produce copies of this material (including software) for use within the recipient’s organization, or by an authorized U.S. contractor/sub-contractor organization, for the specific purpose stated within this Distribution Agreement. A copy of the approved Distribution Agreement shall be provided and maintained with each authorized copy of the LT2 CTIA and LT 2 Components software material 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 POC of all authorized U.S. contractors/sub-contractors to which a copy is provided. The original recipient of this material shall be responsible for compliance with the terms of this Distribution Agreement related to all authorized copies.
5. U.S. Contractors and sub-contractors will return or destroy all LT2 Components and CTIA software material upon completion of the approved work, or completion of the contract under which the work is authorized, whichever comes first.
6. Changes to the LT2 Components and CTIA source code may not be further distributed by the recipient without the approval of the controlling DoD office. Recipients wishing to distribute changes, which they have developed, may submit such changes to the controlling DoD office with full Government Purpose License Rights. The controlling DoD Office will consider these changes for incorporation into future releases of the LT2 Components and CTIA software baseline.
7. This material is developmental in nature. The U.S. Government and its agents shall not be liable for any harm, damage, or injury that may result from the use or untimely receipt of this material.

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8. The controlling DoD office may revoke permission or hereinafter make permission subject to additional conditions as dictated by Government interests.
9. The individual who will act as recipient of the LT2 Components and CTIA software material on behalf of the U.S. contractor is a U.S. citizen.
10. The U.S. contractor acknowledges its responsibilities under the U.S. export control laws and regulations and agrees that it will not disseminate any export-controlled material subject to this agreement in a manner that would violate applicable export control laws and regulations.
11. The U.S. contractor agrees that (unless dissemination is permitted by pertinent regulations) it 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.
12. To the extent of its knowledge and belief, the requesting U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to this data, who is debarred, suspended, or otherwise ineligible from performing on U.S. Government contracts; or has violated U.S. export control laws.
13. The U.S. contractor itself 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.
14. As consideration for the distribution of LT2 Components and CTIA, the approved recipient shall provide to the controlling DOD office any and all changes, enhancements, improvements or modifications which may be made to the LT2 Components and CTIA while in the approved recipient's possession. The changes, enhancements, improvements or modifications made to LT2 Components and CTIA software, along with all source code, will be provided back to the controlling DOD office with Government Purpose Rights, per DFARS 252.227-7014. If the enhancements, improvements or modifications made to LT2 Product Line Configuration software are not received by the controlling DOD office with Government Purpose Rights, the controlling DOD office demands the return and/or destruction of the LT2 Product Line Configuration in the approved recipient's possession. A failure to return and/or destroy the OOS Product Line Configuration software will be deemed a breach of this agreement and may result in prosecution of the USG's rights in the applicable forum.
15. This Distribution agreement may be modified periodically by the Government. The licensee agrees that he has read and accepted any and all modifications each time the password-protected area of the CTIA web site is accessed by the licensee.
16. Due to the nature and trusted development environments used for the development of LT2 Components and CTIA software and elements thereof, access to the LT2 Portal requires a valid Secret security Clearance.



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REQUESTING ORGANIZATION AUTHORIZED POINT OF CONTACT (POC):

NAME (Print): \_\_\_\_\_ DATE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
ORGANIZATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I HEREBY AGREE TO CONDITIONS 1-15 IDENTIFIED ON PAGES 1 AND 2 OF THIS DOCUMENT AND WILL UTILIZE THE LTT/CTIA MATERIAL ONLY FOR THE PURPOSE/USE DESCRIBED ABOVE. I UNDERSTAND THAT PROCESSING OR TRANSMITTING THIS EXPORT CONTROLLED MATERIAL VIA ANY PUBLIC ELECTRONIC MEDIUM IS STRICTLY PROHIBITED.

SIGNATURE: \_\_\_\_\_

**FOR AUTHORIZED U.S. DoD CONTRACTOR REQUESTS ONLY:**

**NOTE:** Please attach a copy of the pertinent section(s) of the Work Statement or Request for Proposal which supports the LTT/CTIA activity.

DOD Sponsor (Organization): \_\_\_\_\_  
DoD Contract Number: \_\_\_\_\_  
Contract Completion Date: \_\_\_\_\_

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**REQUEST FOR RELEASE TO U.S. CONTRACTOR:** (To Be Completed by DoD Sponsoring Organization COTR or other authorized individual). It is requested that the LTT/CTIA material be released to the above-identified contractor for the purpose as stated. It is hereby certified that the contract number and completion date identified above are correct and the identified contractor requires the LTT/CTIA material for the purpose stated.

Date: \_\_\_\_\_  
Name (Please Print): \_\_\_\_\_  
Position: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(LTT/CTIA Lead Engineer) (Date)  
\_\_\_\_\_  
(LTT/CTIA Project Director) (Date)