

# Grant/Cooperative Agreement Award

1. AWARD NO. FA8651-25-1-0003		2. EFFECTIVE DATE		3. PURCHASE REQUEST NO. See Block 16		4. CFDA NO. 12.630		PAGE OF 1 2							
5. ISSUE BY AFRL/RWK CODE FA8651 AIR FORCE RESEARCH LABORATORY MUNITIONS RESEARCH LABORATORY 203 W EGLIN BLVD, BLDG 300 EGLIN AFB, FL 32542-6810 ADAM V. NOFFKE 850-883-7215 adam.noffke@us.af.mil				6. AWARDED TO CAGE CODE		7. AUTHORITY 10 U.S.C. 4001									
						8. PERIOD OF PERFORMANCE X Months (technical work) + X months for final report									
9. SCOPE / AGREEMENT TERMS "Title" submitted on DD Month YYYY in response to Call 05 BAA-FA8651-22-S-0001, dated DD Month YYYY. Recipient's signature not required on this agreement, however, the recipient agrees to the conditions specified in this award unless notice of disagreement is furnished to the awarding officer within 15 days after the signature date. In case of disagreement, the recipient shall not incur any costs until the disagreement is resolved.															
10. RECIPIENT PRINCIPAL INVESTIGATOR					11. OTHER SPONSORING AGENCY(S)										
12. ADMINISTRATIVE OFFICE CODE N66020 OFC OF NAVAL RSCH (ONRRO) ATLANTA ATLANTA REGIONAL OFFICE 100 ALABAMA ST SW SUITE 4R15 ATLANTA GA 30303-3104			13. PAYING OFFICE CODE: F03000 DFAS-DY P.O. BOX 369024 COLUMBUS, OH 43218-9024			14. STAFF JUDGE ADVOCATE OFFICE 96 TW/JAQ 501 West Van Matre Avenue, Suite 1 Eglin AFB, FL 32542									
15. GOVT PROGRAM MANAGER (Name, Org, Tel, Email)															
16. ALLOCATED FUNDING: The following funds with associated Accounting Classification reference number(s) (ACRNs) are allotted to this agreement:															
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>ACRN</u></th> <th style="text-align: left;"><u>FUND CITATION(s)</u></th> <th style="text-align: right;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td colspan="3" style="height: 100px;"> <p>SPECIAL INSTRUCTIONS: PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER.</p> <p>PAYING OFFICE INSTRUCTIONS:</p> <p>PAYMENT SCHEDULE (if applicable):</p> </td> </tr> </tbody> </table>										<u>ACRN</u>	<u>FUND CITATION(s)</u>	<u>AMOUNT</u>	<p>SPECIAL INSTRUCTIONS: PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER.</p> <p>PAYING OFFICE INSTRUCTIONS:</p> <p>PAYMENT SCHEDULE (if applicable):</p>		
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17. TOTAL FUNDS OBLIGATED		Government Share \$0.00	Recipient Share \$0.00	Total \$0.00	18. INVOICE INSTRUCTION										
19. AMOUNT OF AWARD		Government Share \$0.00	Recipient Share \$0.00	Total \$0.00											
20. OPTIONS		Government Share	Recipient Share	Total	21. PERIOD										
FOR THE RECIPIENT					FOR THE UNITED STATES OF AMERICA										
22. SIGNATURE					23. SIGNATURE										
24. NAME AND TITLE			25. DATE SIGNED		26. NAME AND TITLE MISTI A. DESHIELDS			27. DATE SIGNED							
					GRANTS OFFICER										

**Air Force Research Laboratory (AFRL)**  
**Addendum to DoD R&D General Terms and Conditions and**  
**AFRL Award-Specific Terms and Conditions**  
**Feb 2024**

**Applicability**

This award is subject to the DoD Research and Development (R&D) General Terms and Conditions (Ts&Cs), which are hereby incorporated into this award by reference. The DoD R&D General Ts&Cs are located at: <https://www.nre.navy.mil/work-with-us/manage-your-award/manage-grant-award/grants-terms-conditions>.

This AFRL document is a supplement to the DoD R&D General Ts&Cs. It is aligned with the structure and format of the DoD R&D General Ts&Cs. To understand the entire AFRL requirement for a given article, the DoD R&D General Ts&Cs must be read in tandem with this document. This document uses plain language as described in the preamble to the DoD R&D General T&Cs.

The first portion of this document is the AFRL Addendum to the DoD R&D Ts&Cs, which provides additional content relevant to AFRL awards for the “RESERVED” sections of specified articles from the DoD R&D General T&Cs. If checked, this The Ts&Cs modified under this award applicable to your award will contain a “checked” block appearing immediately to the left of the applicable article or changed Section(s)/ Subsection(s). If a block remains unchecked, you must continue to comply with the DoD General R&D T&Cs for that Section/Subsection. If Section(s) or Subsection(s) are not specifically addressed in this document, the DoD R&D General T&Cs Section(s)/Subsection(s) remain in effect and are unchanged for your award.

The second portion of this document is comprised of the AFRL Award-Specific T&Cs subject to the DoD R&D General Terms and Conditions.

**Order of Precedence**

Any inconsistencies in the requirements of this award shall be resolved as specified in the DoD General R&D Terms and Conditions, Order of Precedence. In case of disagreement with any requirements of this award, you shall contact the AFRL Grants Officer (GO) in order to resolve the issue. You shall not assess any costs to the award or accept any payments until the issue is resolved.

## **AFRL Addendum to DoD R&D General Terms and Conditions**

### **Part 1: Financial And Program Management (FMS Articles)**

#### **FMS Article II. Payments.**

☒ **Section C. Electronic funds transfer and other payment procedural instructions or information.**

#### **2. Other Payment Procedural Instructions or Information.**

a. Electronic Funds Transfer Information. All payments will be made by funds transfers to the bank account registered in System for Award Management (SAM) at <https://www.sam.gov/SAM/>. You must maintain the currency of information about yourself in SAM, including information necessary to facilitate payment via Electronic Funds Transfer (EFT). We cannot be held responsible for any misdirection or loss of payment which occurs as the result of your failure to maintain correct/current EFT information within your SAM registration.

b. Electronic Payment Request Instructions. You must submit payment requests (advance or reimbursement) through the Wide Area Workflow (WAWF) page, located within the Procurement Integrated Enterprise Environment (PIEE) system at <https://wawf.eb.mil>. Within WAWF, the following codes and information are required to initiate the “Grant Voucher” and assure successful flow of the payment request. To learn how to electronically submit and take action on WAWF documents through simulations and step-by-step procedures, visit the PIEE Procurement Integrated Enterprise Environment Web Based Training Main Menu at <https://pieetraining.eb.mil/wbt/>, and select WAWF. For a demonstration of a Vendor creating a Grant Voucher document, go to <https://pieetraining.eb.mil/wbt/wawf/VendorCreateGrantDocument.pdf>. This document explains the steps to be followed, the Create From Template option and an explanation of a Grant Voucher.

<b>WAWF Field</b>	<b>Data Input</b>
<b>CONTRACT NUMBER</b>	See Block 1 of Award Form
<b>DOCUMENT TYPE</b>	Grant Voucher
<b>DELIVERY ORDER</b>	Optional
<b>CAGE CODE</b>	See Block 6 of Award Form
<b>ISSUE BY DODAAC</b>	See Block 5 of Award Form
<b>ADMIN DODAAC</b>	See Block 12 of Award Form
<b>GOVERNMENT PROGRAM MANAGER</b>	See Block 15 of Award Form
<b>PAY OFFICE DODAAC</b>	See Block 13 of Award Form
<b>GRANT APPROVER DODAAC</b>	See Block 12 of Award Form
<b>SEND ADDITIONAL EMAIL NOTIFICATIONS (Vendor &amp; Grant Approver receives from WAWF)</b>	Government Program Manager, FM Office, Grants Officer (See Award Form)

c. Questions for the Payment Office. Questions concerning specific payments should be directed to the Defense Finance and Accounting Service (DFAS) at <https://corpweb1.dfas.mil/askDFAS/askAP.jsp>. and submit a ticket (select A/P Customer Service as your category) and one of the following subcategories: ID of Payment Received, Payment History Request – One Pay only, Payment Status, or WAWF Invoice Status. You can also contact DFAS at 216-204-1073 or 1-855-608-3975. You can also access payment information by selecting the “myInvoice” page in PIEE at <https://wawf.eb.mil>. The award number and voucher number will be required to inquire about the status of the payment.

d. Instructions for the Payment Office. The payment office must make payment by using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, payment will be made in sequential ACRN order within the award, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric ACRN sequence unless otherwise specified in the award-specific terms and conditions.

e. Cost sharing. If your award contains a cost-sharing arrangement, each request for payment shall include the total costs incurred and the amounts of your cost share and the Government cost share. We agree to reimburse you no more than the Government cost share percentage of all but the final payment requests submitted. The final payment will reflect the percentage representing the balance of Government cost share.

f. Final payment. Final payment will be made only after delivery and acceptance of the Final Performance Report.

#### **FMS Article IV. Revision of budget and program plans.**

##### **☒ Section B. Revisions requiring prior approval from the Grants Officer.**

##### **1. Non-construction activities.**

e. You must request prior approval from the AFRL GO for any of the following program or budget revisions in non-construction activities:

☒ Period of Performance Extensions. You must notify the Government Program Manager and AFRL GO in writing with the supporting reasons, revised expiration date, and consideration at least thirty (30) days prior to the end of the technical period of performance of the award. The GO has authority to approve “no funds” period of performance extension requests. An award modification must be issued and signed by the AFRL GO in order for the no funds extension to be in effect.

##### **☒ Section D. Procedures.**

**2. Additional procedural instructions for prior approvals.** Revised budgets, when required, must be submitted on the SF 424 “Research and Related Budget” form (part of the SF 424 Research and Related (R&R) family) or in the same format as your original budget submission unless directed otherwise by the GO or AGO.

### **Part 4: Financial, Programmatic, and Property Reporting (REP Articles)**

#### **REP Article I. Performance management, monitoring, and reporting.**

##### **☒ Section A. Required reporting form, format, or data elements for interim and final performance reports.**

For additional information pertaining to the form, format, and data elements described below, view the National Science Foundation Website as follows: [Research Performance Progress Report \(RPPR\) | NSF -](#)



[National Science Foundation](#). This website lists a Format for Use and Submission of Interim and Final Research Performance Progress Reports (RPPR) and the Federal Register Notice Announcing the format for use in submission of Interim and Final RPPR.

## **1. Interim Performance Reports.**

a. Form and Format. You must submit performance reports using OMB-approved Government wide standard information collections when providing performance information (including performance progress reports, Research Performance Progress Report (RPPR), or such future collections as may be approved by OMB). Recipient shall submit RPPR in accordance with this article and 2 CFR 200.329.

b. Data Elements. Your Interim Performance Reports must detail technical progress to date during the reporting period. Address the following performance reporting requirements:

i. Accomplishments:

(a) A comparison of your actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) and/or performance trend data and analysis may be included in your report(s).

(b) The reasons why established goals were not met, if appropriate.

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

ii. Real Property: Status of real property acquired or improved under the award.

iii. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(a) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(b) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

iv. Participants and Other Collaborating Organizations. In accordance with the National Defense Authorization Act for Fiscal Year 2020, you must include in your quarterly/final reports a list of all participants and other collaborating organizations in a section titled "Participants and Other Collaborating Organizations." You are reminded IAW 2 CFR 200.308, any changes to key personnel requires Grants Officer approval prior to change implementation. Failure to comply with these items can result in corrective actions as prescribed in 2 CFR 200.338.

## **2. Final Performance Report.**

a. Form and Format. You must submit performance reports using OMB-approved Government wide standard information collections when providing performance information (including performance progress reports, Research Performance Progress Report (RPPR), or such future collections as may be approved by OMB). Recipient shall submit RPPR in accordance with this article and 2 CFR 200.329.

- i. Standard Form (SF) 298: Prepare the Cover/Title Page by completing the SF 298, Report Documentation Page. In Item 14 include a 100-to-200-word abstract summarizing technical progress during the reporting period. Style is to be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All pages should be of good quality for copying purposes. The form and instructions are available at <https://www.gsa.gov/forms-library/report-documentation-page>. However, block 12a. of the SF 298 should be completed with the distribution statements described herein. If you do not agree with that distribution/availability, you should contact the Grants Officer (GO).
- ii. ANSI/NISO: The report shall be prepared in accordance with American National Standard Institute document ANSI/NISO Z39.18-2005 (R-2010), Scientific and Technical Reports - Elements, Organization, and Design which may be obtained from:

NISO Press Fulfillment Center  
PO Box 451  
Annapolis Junction MD 20701-0451  
<http://www.niso.org>

- iii. You may use your own format for the final report, but it must include the same data elements used for interim performance reports, as well as include the content listed above and indicate on the cover page of the report that it is the final performance report.

b. Data Elements. Your Final Performance Report will provide a comprehensive, cumulative and substantive summary of the progress and significant accomplishments achieved during the period covered by this agreement. Address each of the data elements listed for the interim performance reports above, as appropriate.

c. Other Requirements.

- i. Notice: All publications shall contain the notices included in the Article entitled, "Publishing Project Results" (located in the second portion of this document, the AFRL Award-Specific Ts & Cs Section). Publications may be attached as appendices.

**Distribution Statement:** DISTRIBUTION A. Approved for public release: distribution unlimited.

☒ **Section B. Frequency, reporting periods, and due dates for interim performance reports.**

1. The instructions applicable to your award are selected with a checked block below. If you submit a justified request, the AFRL GO may extend the due date for any performance report or waive any performance report required by this section if not needed.

- ☒ You must submit Interim Performance Reports on a quarterly basis. Your reports are due 30 calendar days after the reporting period. The first quarter shall commence on the effective date of the agreement.

**Section C. Due date and reporting period for final performance report.** Note: Your final report due date and reporting period can be found in REP Article I., Section C.1 of the DoD R&D General Ts & Cs.

☒ **Section F. Performance reporting procedures.**

1. Interim Performance Report - Submission: You must submit the original report(s) to the AFRL Government Technical Representative/Program Manager and include an electronic copy with the AFRL submittal in MS Word or Adobe PDF format. The AFRL GO may waive any performance report required by this section, if not needed. If you submit a justified request, The AFRL GO may approve and extend the due date for any performance report.

2. Final Performance Report - Submission. You must submit the original (camera ready) Final Performance Report (with letter of transmittal), and 1 copy, to the AFRL Government Technical Representative/Program Manager within 90 days after completion of the agreement, with one electronic copy in MS Word compatible format or Adobe PDF format. Submit one copy of the report to any other program manager identified as other sponsoring agency personnel. Also, provide one copy each of the transmittal letter the following identified below. The address/emails are listed in the AFRL Award-Specific Ts&Cs (Administrative Responsibilities). If you submit a justified request, The AFRL GO may approve and extend the due date for any performance report.

- a. AFRL Grants Officer (transmittal letter only), and
- b. Grants Administration Office (transmittal letter only)

**REP Article II. Financial reporting.**

☒ **Section A. Required reporting form, format, or data elements for interim and final financial reports.**

1. **Interim reports for awards with advance or a predetermined payment schedule authorized.** You must submit the Federal Financial Report [currently the SF 425; only Fields 1 through 9, 10.a through 10.c, 12 (as needed)] or successor OMB-approved Government wide standard data elements for information collection.

2. **Interim reports for awards with cost reimbursement authorized.** You must submit the Federal Financial Report (currently the SF 425) or successor OMB-approved Government wide standard data elements for information collection.

3. **Final reports.** You must submit the Federal Financial Report (currently the SF 425) or successor OMB-approved Government wide standard data elements for information collection. If you are a domestic institution of higher education, you must complete the optional fields 11.a through 11.f, "Indirect Expense" on the final Federal Financial Report that you submit after the end of the project period under the award.

☒ **Section B. Interim financial reports: frequency, reporting periods, and due dates.**

1. **Awards with advance payment or a predetermined payment schedule authorized.** You must submit Interim Financial Reports on a quarterly basis. Your reports are due 30 calendar days after the reporting period. The first quarter shall commence on the effective date of the agreement.

2. **Awards with cost reimbursement authorized.** You must submit Interim Financial Reports on a quarterly basis. Your reports are due 30 calendar days after the reporting period. The first quarter shall commence on the effective date of the agreement.

☒ **Section E. Where and how to submit financial reports.**

1. You must submit each report in electronic form to the following persons at the addresses/e-mail(s) listed in the second portion of this document, the AFRL Award-Specific T&Cs (Administrative Responsibilities Article):

- a. AFRL Government Program Manager,
- b. Any other Government Program Manager identified in the award
- c. AFRL Awarding Grants Officer,
- d. Administrative Grants Officer

**REP Article III. Reporting on property.**

☒ **Section A. Real property**

1. **Periodic status reports.**

- a. Frequency and duration of reporting requirement. See REP Article I instructions contained herein..
- b. Due dates. See REP Article I instructions contained herein.
- c. Other submission instructions. See REP Article I instructions contained herein.

**Part 5: Other Administrative Requirements  
(OAR Articles)**

**OAR Article IV. Claims, disputes and appeals.**

☒ **Section A. Definitions.**

2. **Grant Appeal Authority.** Director of Contracting, HQ AFMC/PK.

**Part 6: Subawards  
(SUB Articles)**

**SUB Article V. Property requirements for subawards.**

☒ **Section B. Title to property.**

**1. Subawards to institutions of higher education, nonprofit organization, States, local governments, Indian tribes, or for-profit entities.**

b. Exceptions. For a subaward to conduct basic or applied scientific research with a nonprofit institution of higher education or nonprofit organization whose primary purpose is conducting scientific research, you must include terms and conditions in that subaward that allow the title to all equipment and supplies acquired under that subaward and charged as direct costs to the project or program to vest with the subrecipient upon acquisition subject only to the following three conditions related to equipment:

- i. The subrecipient uses the equipment for the authorized purposes of the project or program until the property is no longer needed for those purposes.
- ii. The subrecipient manages the equipment as provided in PROP Article II of these general terms and conditions. This includes maintaining property records that include the percentage representing the Federal share of total project costs under the award to you (the recipient) under which the subrecipient acquired the exempt property, so that the subrecipient may deduct the Federal share if it wishes to use the property in future contributions for cost sharing or matching purposes on Federal awards. When both your award with the DoD Component has cost sharing requirements and your subaward allows for the purchase of exempt property, you must include in that subaward the percentage representing the Federal share of total project costs to enable the subrecipient's compliance with this provision.
- iii. AFRL reserves the right to transfer title to the equipment to another entity if the Principal Investigator of a subrecipient relocates his or her research program to that entity. If AFRL elects to exercise its right to transfer the title of equipment, AFRL will contact the recipient to discuss the transfer.

**Part 7: National Policy Requirements  
(NP Articles)**

**NP Article IV. Other national policy requirements.**

**Section A. Cross-Cutting requirements.**

☒ **19. Do Not Contract with the Enemy (2 CFR 183)**

***Prescription: 2 CFR 183.10 Applicability***

*(a) This part applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.*

*(b) All elements of this part are applicable until the date of expiration as provided in law.*

**Award Terms for Never Contract With the Enemy (Appendix A to Part 183)**

Federal awarding agencies may include the following award terms in all awards for covered grants and cooperative agreements in accordance with Never Contract with the Enemy:

**Term 1**

Prohibition on Providing Funds to the Enemy

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(End of term)

Term 2

Additional Access to Recipient Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this [paragraph \(b\)](#), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(End of term)

## AFRL Award-Specific Ts &Cs to DoD R&D General Terms and Conditions

The following Ts&Cs with checked blocks are hereby incorporated into your award:

### FMS -- AWARD-SPECIFIC TERMS AND CONDITIONS

#### ☒ 1. Incremental Funding (Feb 2024)

a. Allotted and Currently Available for Payment. The Government's share for full performance of this award is **See Block 19 of Award Form**. Of this amount, **See Block 19 of Award Form** is allotted and currently available for payment. In no event are we obligated to reimburse you for expenditures in excess of the total funds allotted by us. We anticipate that from time-to-time additional amounts will be allotted to this agreement by unilateral modification until the total Government share is fully funded.

b. Recipient Notification to Government. You shall notify the Awarding Office GO in writing whenever expenditures, including anticipated expenditures over the next 60 days, are expected to exceed 75% of the amount allotted (including your cost share, if applicable).

c. Agreement of Parties. The parties agree that if additional funds are not allotted, this agreement may be terminated. You are not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the agreement plus your corresponding share, until the GO notifies you in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs you incur before the increase that are in excess of the amount previously allotted by the Government to the agreement plus your corresponding share, shall be allowable to the same extent as if incurred afterward, unless the GO issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

#### ☒ 3. Allotted Funding (Feb 2024)

a. The following funds are allotted to this agreement:

<u>ACRN(s)</u>	<u>AMOUNT</u>
See Block 16 of Award Form	

b. Payment Instructions for Multiple Accounting Classification Citations:

This is a multiple funded award and additional ACRN(s) will be assigned, and payment instructions revised when new accounting classifications are available. Pay in the following order up to the limit specified for each ACRN.

#### ☒ 4. Scope and Management of the Program (Feb 2024)

a. Duty of Good Faith. We, the Government and you, the recipient, are bound to each other by a duty of good faith and best effort to achieve the goals of this agreement. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.



b. Research and Development Program. You shall perform a coordinated research and development program carried out in accordance with the **Statement of Work (SOW), see attachment 2 to this award**. The recipient shall submit all documentation required by the DoD R&D General Ts & Cs Part 5, REP Article(s) I - IV, *Financial, Programmatic, and Property Reporting* and AFRL Addendum guidance contained herein for each individual award.

c. Coordinated Research Program. You, the recipient, shall accomplish the overall management, including technical, programmatic, reporting, and financial and administrative matters of the coordinated research program established under each individual award. The Government program manager(s) may interact with the recipient to promote effective collaboration between the recipient and the Government.

☒ **5. Food and Beverage (Feb 2024)**

a. Food and Beverage. Funds may not be used to pay for food or beverages (unless preapproved by the Awarding or Administrative Grants Officer).

**PROP -- AWARD-SPECIFIC Ts&Cs**

☒ **8. Access to USAF Bases, AFRL Facilities and/or US Government Information Technology Networks – Information Regarding Non-US Citizens Assigned to this Project (Feb 2024)**

1. Information Regarding Non-US Citizens Assigned to this Project:

a. Any of your employees requiring access to USAF bases, AFRL facilities, and/or access to US Government Information Technology networks in connection with the work on this agreement must be US citizens. Possession of a permanent resident card (“Green Card”) does not equate to US citizenship. This requirement does not apply to foreign nationals approved by the US Department of Defense or US State Department under international personnel exchange agreements with foreign governments. Any waivers to this requirement must be granted in writing by the AFRL GO prior to providing access. The above requirements are in addition to any other agreement requirements related to obtaining a Common Access Card (CAC).

b. For purposes of paragraph a above, if an IT network/system does not require AFRL to endorse a Recipient’s application to said network/system in order to gain access, the organization operating the IT network/system is responsible for controlling access to its system. If an IT network/system requires a U.S. Government sponsor to endorse the application in order for access to the IT network/system, AFRL will only endorse the following types of applications, consistent with the requirements above:

- i. Recipient employees who are U.S. citizens performing work under this award.
- ii. Recipient employees who are non-U.S. citizens and who have been granted a waiver.
- iii. Any additional access restrictions established by the IT network/system owner apply.

☒ **12. Subject Inventions (Feb 2024)**. DoD adopts the Governmentwide patent rights award clause at 37 CFR 401.14 as described in the DoD R&D General T&Cs PROP Article VI. 37 CFR 401.14(l) requires designation of a central point of contact for communication matters relating to the clause. AFRL designates the servicing Staff Judge Advocate Office.

a. Subject Inventions (Patent) Reports. Submit Interim and Final Invention Reports in accordance with the DoD R&D General T&Cs PROP Article VI. Intangible Property, Section B. The DD

Form 882, "Report of Inventions and Subcontracts" may be used to submit these reports. Both reports must: (1) list all subject invention(s) and state that all subject inventions have been disclosed, or (2) state that there are no such inventions. The reports must be filed at the close of each performance year and at the end of the term for this award. Annual reports are due 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required.

b. Distribution. Reports must be sent via email to the AGO (email listed in the Administrative Responsibilities Article), AFRL GO (email in the Administrative Responsibilities Article), and the Staff Judge Advocate's Office at afmclo.jaz@us.af.mil, with a courtesy copy (cc:) to the listed Government Technical Representative or Program Manager (email listed in the Administrative Responsibilities Article). Please include the award number followed by the words "Invention Reporting" in the subject line of your e-mail. The names of the Government Technical Representative or Program Manager and his/her office symbol should be included in the body of the e-mail.

c. Subcontract or Subaward Reporting. The DD Form 882 may be used for the notification of any subaward(s) for experimental, developmental or research work which contain a "Patent Rights" clause, with a cc: to the Government Technical Representative or Program Manager.

d. Other Notifications. All other notifications required by the award shall also be sent to the individuals in para. b. above.

e. Retained Ownership: For subject inventions for which the awardee has or will retain ownership, the following information must be submitted to those listed in para. b. above: 1) the filing date, 2) the serial number and title, 3) the name(s) of inventor(s), 4) a copy of the patent application and 5) the patent number and issue date.

## **ONR – AWARD-SPECIFIC Ts&Cs**

### ☒ **13. Administrative Responsibilities (Feb 2024)**

Questions regarding administrative, technical, and intellectual matters should be referred to the personnel identified for each matter herein. The Government representatives for your award are:

**The Government representatives for your award are:**

**AFRL Awarding Grants Office:** *SEE BLOCK 5 of AWARD FORM*

**AFRL Government Technical Representative or Program Manager:** *SEE BLOCK 15 of AWARD FORM*

**Field Administration Office:** *SEE BLOCK 12 of AWARD FORM*

**The Recipient representatives for your award are:**

**Recipient Principal Investigator (PI):** *SEE BLOCK 10 of AWARD FORM*

### ☒ **14. Delegation of Administration (Feb 2024)**

The administrative duties listed below have been delegated to the field administration office:

1. During performance:

- a. Approve provisionally all Requests for Advance or Reimbursement (SF 270).
- b. Perform property administration.
- c. Perform plant clearance.
- d. Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).
- e. Perform cash management by reviewing quarterly Federal Financial Report (SF 425) and, after conferring with the AFRL grants officer, make appropriate adjustments to predetermined scheduled payments by modifying the agreement.
- f. Obtain Interim Inventions Reports (DD Form 882)
- g. Obtain Interim Technical Reports

2. Upon expiration of agreements:

- a. Obtain final payment request, if any.
- b. Obtain the final Federal Financial Report (SF 425).
- c. Obtain final property report and dispose of Government property on those assistance awards containing residual Government Property.
- d. Perform a review of final incurred costs and assist the awarding grants officer in resolving exceptions, if any, resulting from questioned costs.
- e. Perform cost sharing adjustments, if applicable.
- f. Assure that all refunds due the Government are received.
- g. Notify the grants officer when the final SF270 and/or SF425 indicates an unexpended balance.
- h. Obtain Final Inventions Report (DD Form 882). Negative reports required.
- i. Obtain Patent Clearance from (Insert POC or email address).

☒ **15. Ombudsman (Feb 2024)**

a. An Ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this agreement. When requested, the Ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the Ombudsman does not effect the authority of the Government Program Manager, GO, or evaluation officials. Further, the Ombudsman does not participate in the evaluation of proposals, the evaluation process, or the adjudication of protests or formal grant/cooperative agreement disputes. The Ombudsman may refer the party to another official who can resolve the concern.

b. Before consulting with the Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the GO for resolution. Consulting the Ombudsman does not alter or postpone the timelines for any other processes.

c. If resolution cannot be made by the GO, concerned parties may contact the AFRL Ombudsman, Director of Contracting, HQ AFRL/PK. The AFRL Alternate Ombudsman is the Deputy Director of Contracting, HQ AFRL/PK. Please send an email to [afrl.pk.workflow@us.af.mil](mailto:afrl.pk.workflow@us.af.mil) with the subject of "Ombudsman."

d. The Ombudsman has no authority to render a decision that binds the agency.

e. Do not contact the Ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries must be directed to the GO.

☒ **16. Modifications (Feb 2024)**

a. Modifications to this agreement may be proposed by either party. Your recommendations for any modifications to this agreement shall be submitted in writing to the Government Program Manager before the desired effective date with a copy to the AFRL GO. You must detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the AFRL GO has the authority to act on behalf of the Government to modify this agreement. If the Government agrees to the proposed modification without change, the AFRL GO may issue a modification unilaterally approving the request.

b. The AFRL GO or AGO may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc.).

☒ **17. Extending the Term (Feb 2024).** If the parties agree, the term of this agreement may be extended if funds are available, and research opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the GO and you, the awardee.

☒ **18. Termination (Feb 2024).** If you initiate a partial or full termination in accordance with DoD General Research T&Cs OAR Article III.C.1.c, you must provide the AFRL GO and AGO the required written notification at least 30 days prior to the effective date of the termination.

☒ **20. Reporting Potentially Classifiable Information (Feb 2024).** You must immediately notify the Government Program Manager if you identify any potentially classifiable information under this award.

☒ **22. Disclosure of Information (Feb 2024)**

1. Disclosure of Information: You must not release to anyone outside your organization any unclassified information, regardless of medium (e.g., film, tape, document, media announcements, etc.), pertaining to any part of this agreement or any program related to this agreement unless-

a. The GO has given prior written approval;

b. The information is otherwise in the public domain before the date of release; or

c. The information results from or arises during the performance of a project that has been scoped and negotiated by the awarding office with you, the non-Federal entity and research performer, and determined in writing by the Grants or Agreements officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008.

2. Approval Requests: Your requests for approval under paragraph a.(3) must identify the specific information to be released, the medium to be used, and the purpose for the release. You must submit your request to the GO at least 65 days before the proposed date for release.

3. Subaward/Subcontract: You agree to include a similar requirement in each sub-agreement under this agreement. Subawardees must submit requests for authorization to release information through you to the GO.

☒ **23. Fundamental Research (Feb 2024)**

Pursuant to the Disclosure of Information Article, the exception in paragraph 1.c., allowing release of information is applicable to Statement of Work tasks, only as long as the work remains in the public domain or is considered fundamental research and not sensitive or inappropriate for public release. Any time work progresses to the non-public domain, exceeds the scope of fundamental research, or the Recipient has reason to believe the work has become sensitive or inappropriate for release to the public, then this exception no longer applies.

☒ **25. Using Technical Information Resources (Feb 2024)**. To the extent practical, you must use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

☒ **26. Publishing Project Results (Feb 2024)**

a. Publications. Publication of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication will be submitted to the Government Technical Representative / Program Manager (identified in Administrative Responsibilities Article) simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the Program Manager/Technical Representative.

b. Disclaimer and Acknowledgement. You agree that when releasing information relating to this award, the release shall include a statement to the effect that the project or effort undertaken was or is sponsored by the Department of the Air Force, AFRL. You are responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in professional journals, contains the following disclaimer:

"The opinions, findings, views, conclusions or recommendations contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the DAF, AFRL or the U.S. Government."

You are responsible for including an acknowledgment of the awarding agency's support, which shall appear in the publication of any material, whether copyrighted or not. The acknowledgement must read:

"This material is based on research sponsored by AFRL/RW under agreement number FA8651-25-1-0002. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

c. Distribution Statement. You are responsible for assuring that every publication of material based on or developed under this project contains the following distribution statement:

DISTRIBUTION A. Approved for public release: distribution unlimited.

d. Compliance. Nothing in the foregoing shall affect your responsibility to comply with the requirements contained in the DoD R&D General Ts & Cs and in these AFRL Award Specific Ts & Cs, such as the requirement for you to include measures to safeguard any information that Federal statute, Executive order, or regulation requires to be protected (e.g., controlled unclassified information, personally identifiable information or export controlled information) to include information generated under the award or provided to you and identified as being subject to protection.

e. Copyright. Any transfer of copyright ownership in a publication will provide that the transfer of

copyright ownership is subject to the United States Government's royalty-free license throughout the world in all copyrightable material contained in the publications including, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, and symposia.

☒ **27. Activities Abroad (Feb 2024).** You must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for awardee compliance with the laws and regulations of the country in which the activities are to be conducted.

☒ **29. Science and Technology (S&T) Protection (Feb 2024).** The requirements below are in accordance with Air Force Research Laboratory Instruction (AFRLI) 61-113, "*Science and Technology (S&T) Protection for the Air Force Research Laboratory*".

1. Initial/Annual/New SF 424, Research and Related Senior/Key Person Profile (Expanded) Form, Requirement: The awardee shall provide an SF 424 with the following information:

a. Initial SF 424: An initial report of all Senior/Key Personnel at the time of award. This form is required with proposal submission.

b. Annual SF 424: An annual report of all Senior/Key Personnel providing support. The first submission is due 30 days after 12 months after receipt of award. Subsequent submissions are due every 12 months after first annual submission, and throughout the technical effort.

c. New/Revised SF424: A report for any new Senior/Key Personnel who join the contract, agreement, grant, or OT. Any updated SF 424s for new Senior/Key Personnel supporting the award require coordination from the Government prior to the awardee employee receiving access to S&T information. These reports are required to provide updates and supplements to the SF 424 as appropriate during the period of performance. Identify changes from previous versions. Permanent change pages shall conform to the requirements, quality, style, and format of the basic documentation.

2. Submission: Annual and Revised SF 424s shall be submitted electronically in Microsoft Office Suite compatible format, PDG, or RTF as coordinated with the Air Force Program Manager. For email delivery, include the award number in the subject line. The recipient shall submit one copy of the SF 424 to:

a. AFRL Program Manager

b. AFRL/RW Security

Note: Submit classified Data (up to and including SECRET) via the SIPRNET or as coordinated with the requiring office. Submit Export Controlled Data as coordinated with the requiring office.

Note: Submit electronically. Electronic submittals shall be encrypted, or password protected.

Mark all data delivered with the following Distribution Statement: Distribution authorized to DISTRIBUTION A. Approved for public release: distribution unlimited.

☒ **30. Prohibition on a ByteDance Covered Application (Jun 2023)**

1. Definitions. As used in this article—

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

a. Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by an awardee under an award with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

b. Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal awardee incidental to a Federal award.

2. Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal awardee(s). The Awardee is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Awardee under this award, including equipment provided by the Awardee’s employees; however, this prohibition does not apply if the Grants Office/Agreements Officer provides written notification to the Awardee that an exception has been granted in accordance with OMB Memorandum M-23-13.

3. Subcontracts/Subrecipients. The Awardee shall insert the substance of this article, including this paragraph (c), in all subawards, including subawards for the acquisition of commercial products or commercial services.

☒ **32. Limitations on the Use or Disclosure of Third-Party Recipient Reported Cyber Incident Information (Feb 2024)**

(a) *Definitions*. As used in this article—

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.



“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the award or order and provided to the recipient by or on behalf of DoD in support of the performance of the award; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the recipient in support of the performance of the award.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered recipient information system.

“Technical information” means technical data or computer software. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

“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.

“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 financial, administrative, cost or pricing, or management information, or information incidental to award administration.

(b) *Restrictions.* The Recipient agrees that the following conditions apply to any information it receives or creates in the performance of this award that is information obtained from a third-party’s reporting of a cyber incident pursuant, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that article):

(1) The Recipient shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to article, Safeguarding Covered Defense Information and Cyber Incident Reporting, and shall not be used for any other purpose.

(2) The Recipient shall protect the information against unauthorized release or disclosure.

(3) The Recipient shall ensure that its employees are subject to use and non-disclosure obligations consistent with this article prior to the employees being provided access to or use of the information.

(4) The third-party recipient that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Recipient, as required by paragraph (b)(3) of this article.

(5) A breach of these obligations or restrictions may subject the Recipient to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third-party beneficiary of this article.

(c) Subawards/*Subcontracts*. The Recipient shall include this article, including this paragraph (c), in subawards/subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subawards/subcontracts for commercial items, without alteration, except to identify the parties.

### ☒ **33. Cloud Computing Services (Feb 2024)**

(a) *Definitions*. As used in this article—

“Authorizing official,” as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Government data” means any information, document, media, or machine-readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

“Government-related data” means any information, document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by a recipient through the storage, processing, or communication of Government data. This does not include recipient's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Spillage” security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) *Cloud computing security requirements.* The requirements of this article are applicable when using cloud computing to provide information technology services in the performance of the award.

(1) If the Recipient indicated in its offer that it “does not anticipate the use of cloud computing services in the performance of a resultant award,” in response to provision, Representation of Use of Cloud Computing (*note to me - this may need to be added to FOA template*), and after the award of this award, the Recipient proposes to use cloud computing services in the performance of the award, the Recipient shall obtain approval from the Grant/Agreement Officer prior to utilizing cloud computing services in performance of the award.

(2) The Recipient shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Grants/Agreements Officer) found at <https://public.cyber.mil/dccs/dccs-documents/> unless notified by the Grant/Agreement Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Recipient shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Recipient receives written notification from the Grant/Agreement Officer to use another location.

(c) *Limitations on access to, and use and disclosure of Government data and Government-related data.*

(1) The Recipient shall not access, use, or disclose Government data unless specifically authorized by the terms of this article or an order issued hereunder.

(i) If authorized by the terms of this award or an order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this award or order.

(ii) The Recipient shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this award.

(2) The Recipient shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Grant/Agreement Officer.

(d) *Cloud computing services cyber incident reporting.* The Recipient shall report all cyber incidents that are related to the cloud computing service provided under this award. Reports shall be submitted to DoD via <http://dibnet.dod.mil/>.

(e) *Malicious software.* The Recipient or subaward/subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Grant/Agreement Officer.

(f) *Media preservation and protection.* When a Recipient discovers a cyber incident has occurred, the Recipient shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this article) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(g) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Recipient shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(h) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Grant/Agreement Officer will request that the Recipient provide all of the damage assessment information gathered in accordance with paragraph (f) of this article.

(i) *Records management and facility access.*

(1) The Recipient shall provide the Grant/Agreement Officer all Government data and Government-related data in the format specified in the award.

(2) The Recipient shall dispose of Government data and Government-related data in accordance with the terms of the award and provide the confirmation of disposition to the Grant/Agreement Officer in accordance with award closeout procedures.

(3) The Recipient shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to recipient personnel involved in performance of the award, and physical access to any Recipient facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) *Notification of third-party access requests.* The Recipient shall notify the Grant/Agreement Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency.

The Recipient shall cooperate with the Grant/Agreement Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) *Spillage.* Upon notification by the Government of a spillage, or upon the Recipient's discovery of a spillage, the Recipient shall cooperate with the Grant/Agreement Officer to address the spillage in compliance with agency procedures.

(l) *Subawards/Subcontracts.* The Recipient shall include this article, including this paragraph (l), in all subawards/subcontracts that involve or may involve cloud services, including subawards/subcontracts for commercial services.