

PROGRAM EXECUTIVE OFFICE FOR INTEGRATED WARFARE SYSTEMS
SOFTWARE-HARDWARE ASSET REUSE ENTERPRISE
AGREEMENT

Preamble

0.1 **THIS AGREEMENT PROVIDES THE TERMS AND CONDITIONS FOR CONTRIBUTOR ACCESS TO, AND EMPLOYMENT OF, EACH ASSET OR PORTION THEREOF CONTAINED IN THE PROGRAM EXECUTIVE OFFICE FOR INTEGRATED WARFARE SYSTEMS (PEO IWS), SOFTWARE- HARDWARE ASSET REUSE ENTERPRISE (SHARE). CONTRIBUTOR IS REQUIRED TO READ AND SEPERATELY EXECUTE THIS ENTIRE AGREEMENT BEFORE WITHDRAWING EACH SHARE ASSET OR PORTION THEREOF. BY SIGNING BELOW, AND/OR BY WITHDRAWING A SHARE ASSET OR PORTION THEREOF, CONTRIBUTOR AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

0.2 IF CONTRIBUTOR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CONTRIBUTOR IS NOT AUTHORIZED TO ACCESS AND/OR WITHDRAW ANY SHARE ASSET OR PORTIONS THEREOF.

0.3 THIS AGREEMENT DOES NOT REPLACE OR SUPERSEDE ANY OTHER WRITTEN CONTRACT(S) AND/OR WRITTEN AGREEMENT(S) THAT CONTRIBUTOR HAS OR WILL HAVE WITH THE UNITED STATES GOVERNMENT.

0.4 **ASSETS PLACED IN SHARE ARE NOT IN THE PUBLIC DOMAIN AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS MAKING ASSETS AVAILABLE TO THE PUBLIC. ASSETS SHALL BE WITHDRAWN FOR GOVERNMENT PURPOSES ONLY.** THE GOVERNMENT is THE SOLE AUTHORIZED CUSTODIAN and MANAGER OF SHARE, INCLUDING ALL ASSETS CONTAINED THEREIN. EACH ASSET SHALL BE MARKED DISTRIBUTION D OR HIGHER In accorance with Dod Directive 5230.24 AND ACCOMPANIED BY EXPORT CONTROL RESTRICTIONS where appropriate. SEE PARAGRAPH 3.1 FOR FURTHER USE RESTRICTIONS. THE REQUIREMENTS OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, DoD 5220.22-M, APPLIES TO CLASSIFIED ASSETS UNDER THIS AGREEMENT.

1.0 Notices

1.1 SHARE Assets reside on a Department of Defense (DoD) computer system. If CONTRIBUTOR is granted access to the DoD computer system, CONTRIBUTOR is hereby notified that the computer system, including all related equipment, networks, and network devices (specifically including Internet access) are provided only for authorized SHARE use.

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DoD computer systems may be monitored for all lawful purposes, including ensuring that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. Monitoring includes active attacks by authorized DoD entities to test or verify the security of the system. During monitoring, information may be examined, recorded, copied and used for authorized purposes. All information, including personal information, placed or sent over the computer system may be monitored.

1.2 Use of the DoD computer system, including SHARE, authorized or unauthorized, constitutes consent to the monitoring of this system. Unauthorized use may subject CONTRIBUTOR and its employees to criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal or other adverse actions.

1.3 Government reserves the right to unilaterally change without prior notice the terms and conditions of this AGREEMENT for future access to SHARE ASSETS.

1.4 Notwithstanding any provision contained herein, CONTRIBUTOR is hereby put on notice that any export of any SHARE Asset from the United States may be prohibited by law or will require an export license. **This AGREEMENT is not an export license.** It is the obligation of a CONTRIBUTOR to obtain any export license required.

2.0 Introduction

2.1 This AGREEMENT is between CONTRIBUTOR and the United States Government (GOVERNMENT) represented herein by the United States Navy, Program Executive Office for Integrated Weapons Systems (PEO IWS). Access to SHARE is being provided to CONTRIBUTOR by PEO IWS so that CONTRIBUTOR participates and collaborates in developing systems for the Department of Defense (DoD). This AGREEMENT establishes the terms and conditions under which CONTRIBUTOR will be granted access to SHARE for collaboratively developing DoD systems. The establishment of SHARE is essential as a key enabler of joint architecture and evolutionary acquisition processes. Controlling Department of Defense policy, DoDD 5000.1 (12 May 2003), states:

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Acquisition programs shall be managed through the application of a systems engineering approach that optimizes total system performance and minimizes total ownership costs. A modular, open systems approach shall be employed, where feasible.

2.2 In accordance with this DoD policy, PEO IWS is striving to develop modular, open systems, using an Open Architecture (OA) Warfare Systems approach, by encouraging collaboration and participation between Government, academia and industry personnel (CONTRIBUTORS). Accordingly, PEO IWS provides CONTRIBUTOR access to SHARE under this AGREEMENT so that CONTRIBUTOR may participate with other CONTRIBUTORS in iteratively developing improvements to DoD systems assets, including, but not limited to, Navy Warfare Systems.

2.3 CONTRIBUTOR is encouraged to withdraw an ASSET from SHARE to compare, contrast, and effectively develop ideas within the context of interoperable open systems. PEO IWS encourages CONTRIBUTOR to participate in the OA development process by providing MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS to every other CONTRIBUTOR in accordance with this Agreement.

2.4 In view of the rationale in paragraph 2.3 above, by signing this AGREEMENT, CONTRIBUTOR shall be granted the same royalty-free license rights for SHARE PURPOSES to EMPLOY ASSETS, MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS of every other CONTRIBUTORS that have, or will have, access to SHARE.

3. Distribution and Facility Restrictions

3.1 ASSETS contained in SHARE may be classified in accordance with Executive Order 13292, as amended, and implementing regulations, including but not limited to DoD 5220.22-M National Industrial Security Program. Other ASSETS may be unclassified, but may be restricted from distribution outside of the Department of Defense or the Government in accordance with DoD Directive 5230.24 and DoD Directive 5230.25. **Accordingly, CONTRIBUTORS may not provide access to any ASSET, MODIFICATION, LINKED ASSET OR COMBINED ASSET to ANY other party, including other**

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CONTRIBUTORS, outside of this AGREEMENT without prior authorization from PEO IWS.

3.2 By execution of this AGREEMENT, CONTRIBUTOR acknowledges: that it is performing under a current DoD contract; that it will receive ASSETS as Government Furnished Information (GFI) through a properly executed DD 254 where appropriate; and its personnel and facilities are cleared for receipt, storage and generation of classified information.

3.3 If CONTRIBUTOR'S facilities are not approved to receive, store and generate classified information, CONTRIBUTOR will not be granted access to SHARE. If Contributor's facilities lose, or have such approval suspended while in custody of SHARE assets, CONTRIBUTOR must immediately inform PEO IWS and take no further action with regard to ASSETS, MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS. Upon such occurrence the requirements of Sections 12.3 and 12.4 become activated.

4. Definitions

(i) "AGREEMENT" means this Agreement including all attachments and modifications.

(ii) "ASSET" (or ASSETS) means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that enable the associated software to be reproduced, recreated, or recompiled under this AGREEMENT and that is deposited by GOVERNMENT or is REDEPOSITED in SHARE. ASSET also includes recorded information of a scientific or technical nature. ASSET includes the original ASSET and changes thereto, including, but not limited to, MODIFICATIONS, improvements, linkages, combined assets and derivative works regardless of the stage of completion.

(iii) "AFFILIATE" (AFFILIATES) of a CONTRIBUTOR shall mean an entity: a) which is directly or indirectly controlling such CONTRIBUTOR; b) which is under the same direct or indirect ownership or control as such CONTRIBUTOR; or c) which is directly or indirectly owned or controlled by such CONTRIBUTOR. For these purposes, an entity shall be treated as being controlled by another if that other entity has greater than fifty percent (50%) of the votes in such

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entity, is able to direct its affairs, and/or

control the composition of its board of directors or equivalent body. AFFILIATE does not include parties that are joint ventures nor are subcontractors of CONTRIBUTOR.

(iv) "CONTRIBUTOR" means any party that withdraws an ASSET, EMPLOYS an ASSET or EMPLOYS, creates or invents an improvement MODIFICATIONS, COMBINED ASSET LINKED ASSET or derivative work under this AGREEMENT.

(v) "COMBINED ASSETS" means any ASSET that combines an ASSET, or segregable portions thereof, with computer software, inventions, works of authorship or other information that is segregable from the ASSET and that is not otherwise governed by this AGREEMENT.

(vi) "EMPLOY" (EMPLOYED or EMPLOYMENT) means the intellectual property rights to use, modify, reproduce, release, perform, display or disclose an ASSET and the intellectual property rights to make, use, offer to sell, practice or have practiced, sell or import the ASSET. These rights are found in Titles 17 and 35 of the United States Code.

(vii) "GOVERNMENT" means the United States Government, as represented herein by the Department of the Navy, PEO IWS.

(viii) "GOVERNMENT PURPOSES" means any activity in which the United States Government is a party, including cooperative agreements with international or multinational defense organizations or sales or transfers by the Government to foreign governments or international organizations. GOVERNMENT PURPOSES includes competitive procurement but does not include the right to EMPLOY ASSETS, MODIFICATIONS, COMBINED ASSETS or LINKED ASSETS for commercial purposes or authorize others to do so.

(ix) "LINKED ASSETS" means ASSETS that are linked or configured to link with other computer software, inventions, works of authorship or information in a manner which is considered part of a collective work as defined in 17 U.S.C. § 101, or in a manner which constitutes an invention under Title 35 of the United States Code.

(x) "MODIFICATION" means any change or alteration made to an ASSET such that the changed or altered work qualifies as an original work of authorship under Title 17 of the United

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States Code, as a trade secret as defined in the Uniform Trade Secrets Act or as a patentable invention under Title 35 of the United States Code.

(xi) "REDEPOSIT" means an ASSET, MODIFICATION, LINKED ASSET or COMBINED ASSET that meets GOVERNMENT requirements for continued inclusion in SHARE. For ASSETS that are software, REDEPOSITS must be accompanied by computer program, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that enable the software to be reproduced, recreated, or recompiled.

(xii) "SHARE" means the Software Hardware Asset Reuse Enterprise, a library of reusable ASSETS, MODIFICATIONS, LINKED ASSETS or COMBINED ASSETS maintained by the GOVERNMENT, and from which CONTRIBUTORS may withdraw such ASSETS, MODIFICATIONS, LINKED ASSETS or COMBINED ASSETS for SHARE PURPOSES. GOVERNMENT is the sole authorized manager and custodian of SHARE.

(xiii) "SHARE PURPOSES" means the rights of a CONTRIBUTOR to EMPLOY ASSETS, MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS for developing or improving DoD systems under this AGREEMENT, and the rights to EMPLOY ASSETS, MODIFICATIONS, and LINKED ASSETS and COMBINED ASSETS to and amongst other CONTRIBUTORS for developing or improving ASSETS for GOVERNMENT PURPOSES. SHARE PURPOSES also means the rights of the GOVERNMENT to EMPLOY ASSETS, MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS for GOVERNMENT PURPOSES.

5. License Rights Granted

5.1 License Rights Granted to CONTRIBUTOR: Each CONTRIBUTOR and GOVERNMENT hereby grants to every other CONTRIBUTOR the non-exclusive, worldwide, royalty-free license rights to EMPLOY all ASSETS, MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS for SHARE PURPOSES. CONTRIBUTOR'S SHARE PURPOSE LICENSE RIGHTS SHALL EXPIRE UPON TERMINATION OF THIS AGREEMENT

5.2 License Rights Granted to GOVERNMENT: Each CONTRIBUTOR hereby grants to GOVERNMENT the non-exclusive, worldwide, royalty-free license rights to EMPLOY all ASSETS, MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS for SHARE PURPOSES and for GOVERNMENT PURPOSES, and such license rights are granted regardless of the source or

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proportionate amount of CONTRIBUTOR funds used to create or develop such ASSETS, MODIFICATIONS, COMBINED ASSETS or LINKED ASSETS.

6. Deposits, Withdrawal, Modification, Combination and Linking of Assets

6.1 GOVERNMENT may, at its sole discretion, deposit ASSETS, MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS in SHARE for EMPLOYMENT by a CONTRIBUTOR for SHARE PURPOSES. GOVERNMENT is solely authorized to, at any time and for any reason without notice, add, remove or modify any ASSETS, MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS in SHARE. GOVERNMENT shall REDEPOSIT MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS into SHARE in accordance with paragraph 8.5.

6.2 CONTRIBUTOR may withdraw ASSETS from SHARE to EMPLOY or to create MODIFICATIONS. Prior to submission to the GOVERNMENT for REDEPOSIT, CONTRIBUTOR shall identify including any pre-existing third-party works of authorship, inventions (patented, being considered for patent application filing or patent pending) or proprietary information and software on each MODIFICATION so that other CONTRIBUTORS and GOVERNMENT are able to reasonably identify the CONTRIBUTOR'S MODIFICATION of the ASSET.

6.3 CONTRIBUTOR may withdraw ASSETS from SHARE to employ or to create COMBINED ASSETS. Prior to submission to the GOVERNMENT for REDEPOSIT, CONTRIBUTOR shall identify any pre-existing third-party works of authorship, inventions (patented, being considered for patent application filing or patent pending) or proprietary information and software that are combined with ASSETS and that are not otherwise governed by this AGREEMENT so that other CONTRIBUTORS and GOVERNMENT may reasonably identify such combined works of authorship, inventions or proprietary information.

6.4 CONTRIBUTOR may withdraw ASSETS from SHARE to employ or to create LINKED ASSETS. Prior to submission to the GOVERNMENT for REDEPOSIT, CONTRIBUTOR shall identify any pre-existing third-party works of authorship, inventions (patented, being considered for patent application filing or patent pending) or proprietary information that is linked to the ASSETS so that other CONTRIBUTORS and GOVERNMENT may reasonably identify such linked software or inventions.

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6.5 CONTRIBUTOR shall NOT use Open Source Software (OSS) or its own or other third party proprietary or copyrighted computer software, or use third party (patented, being considered for patent application filing or patent pending) software as part of or as processes to create MODIFICATIONS, LINKED ASSETS or COMBINED ASSETS without prior written authorization of GOVERNMENT. CONTRIBUTOR SHALL make requests for such GOVERNMENT authorization in writing, to PEO IWS, and at a minimum include the reasons for such request, a copy of any relevant license agreements or conditions, and the steps taken to ensure that use of such proprietary or copyrighted computer software or patented, being considered for patent application filing or patent pending software does not diminish the license rights granted to CONTRIBUTOR and to GOVERNMENT under Section 5. Proposed use of OSS, third party proprietary or copyrighted software or use of third party (patented, being considered for patent application filing or patent pending) software shall be identified at the lowest level (i.e., subroutine, subsystem or component) and CONTRIBUTOR shall describe how it intends to control and define interfaces.

7. Distribution of Assets

7.1 CONTRIBUTOR may distribute ASSETS, including MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS, to GOVERNMENT and to and amongst other CONTRIBUTORS for SHARE PURPOSES subject to this AGREEMENT.

7.2 CONTRIBUTOR may distribute ASSETS, including MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS, to AFFILIATES, provided that AFFILIATES have separately entered into this AGREEMENT.

7.3 CONTRIBUTOR shall not distribute ASSETS, MODIFICATIONS, COMBINED ASSETS or LINKED ASSETS to its AFFILIATES, subcontractors, joint venture partners or any other entity unless such party has separately entered into this AGREEMENT.

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8. Redeposit of Assets

8.1 CONTRIBUTOR shall, at no additional cost to GOVERNMENT, Seasonably Submit for REDEPOSIT to GOVERNMENT any and all MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS for REDEPOSIT back into SHARE for further EMPLOYMENT by GOVERNMENT and other CONTRIBUTORS. For all such REDEPOSITS that comprise computer software, CONTRIBUTOR shall also deliver source code and all software tools necessary for GOVERNMENT and other CONTRIBUTORS to compile, recompile and analyze the software.

8.2 "Seasonably Submit for REDEPOSIT" under 8.1 above means the earliest event: 1) when a CONTRIBUTOR substantially completes a MODIFICATION, LINKED ASSET or COMBINED ASSET; or 2) when a CONTRIBUTOR makes an offer to the GOVERNMENT that includes performance of a Government contract, grant, cooperative agreement, CRADA or similar agreement, including modifications thereto, wherein ASSETS, MODIFICATIONS, LINKED ASSETS or COMBINED ASSETS are proposed for use by CONTRIBUTOR in performance of such agreement(s).

8.3 For each REDEPOSIT, CONTRIBUTOR shall include documentation reasonably explaining the circumstances of paragraph 8.2 that required REDEPOSIT. In the case of documentation for REDEPOSITS that are identified as being submitted contemporaneous with a proposal for a Government contract, CONTRIBUTOR shall, at a minimum, indicate the GOVERNMENT agency/activity involved, the contract/solicitation number, the name and telephone number of the GOVERNMENT contracting officer and the anticipated date of contract award or modification.

8.3.1 Each REDEPOSIT must be accompanied by CONTRIBUTOR's documentation indicating the "event" that gives rise to the REDEPOSIT. GOVERNMENT shall review all REDEPOSITS for inclusion into SHARE.

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8.3.2 For SHARE REDEPOSITS made contemporaneous with a proposal to the Government, CONTRIBUTOR shall state a date for posting of MODIFICATIONS, COMBINED ASSETS or LINKED ASSETS to GOVERNMENT for REDEPOSIT, and the date shall be the later of the following events:

a. Award of a Government contract, grant, cooperative agreement, CRADA or similar agreement, including modifications thereto to the depositing CONTRIBUTOR or other offeror(s); or

b. Expiration of any federal court or Government Accountability Office (GAO) protest period; or the rendering of a "final" decision by the federal court or GAO (e.g., expiration of reconsideration period or reconsideration decision issued).

8.4 CONTRIBUTOR shall conspicuously and legibly mark all REDEPOSITS with the following SHARE License Legend:

**SHARE LICENSE LEGEND FOR SOFTWARE HARDWARE ASSET REUSE
ENTERPRISE**

THE GOVERNMENT'S RIGHTS TO USE,
MODIFY, REPRODUCE, RELEASE,
PERFORM, DISPLAY, OR DISCLOSE THIS
TECHNICAL DATA OR COMPUTER SOFTWARE
(ASSET) ARE RESTRICTED BY PEO
INTEGRATED WARFARE SYSTEMS SOFTWARE
HARDWARE ASSET REUSE ENTERPRISE
TERMS OF AGREEMENT

DATED AND INCORPORATED
MM/DD/YYYY

into . Such
terms of Agreement equate to at
least government purpose rights.
Any reproduction of technical
data, computer software, or
portions thereof marked with this
legend must also reproduce the
markings.

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8.5 The GOVERNMENT shall review all submissions for REDEPOSITS, and the GOVERNMENT may, at its sole discretion, accept, remove, edit, delete or add ASSETS, in whole or in part, prior to REDEPOSIT as it deems necessary to advance the development of affected DoD systems. The GOVERNMENT'S decision to include a REDEPOSIT in SHARE, and subsequent posting, shall not constitute "acceptance" or approval by the GOVERNMENT of the REDEPOSIT for any purpose, nor shall it be considered an endorsement or validation.

9. Patent, Copyright and Trademark Notices

9.1 CONTRIBUTOR SHALL mark MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS with appropriate patent, copyright and trademark notices/markings, and shall not remove or alter such notices/markings of other CONTRIBUTORS.

9.2 CONTRIBUTOR shall additionally mark all MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS with the SHARE License Legend of paragraph 8.4 and shall not remove or alter any Legend of other CONTRIBUTORS.

10. Knowledge Representations

10.1 CONTRIBUTOR represents that it shall not make any representation in any promotional, advertising or other material that may be construed as an endorsement by the GOVERNMENT or by any other CONTRIBUTOR of any product or service provided by CONTRIBUTOR. In addition, CONTRIBUTOR shall not seek to obtain any commercial advantage from GOVERNMENT'S or CONTRIBUTOR'S participation in this AGREEMENT.

10.2 CONTRIBUTOR represents that MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS it creates, invents or develops under this AGREEMENT are CONTRIBUTOR'S original work of authorship, invention or work product and do not infringe or breach the intellectual property rights of others, and do not breach any applicable regulations, statutes or rules. CONTRIBUTOR further represents that it has sufficient rights to grant SHARE license rights to MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS to other CONTRIBUTORS and GOVERNMENT under this AGREEMENT.

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10.3 At the time CONTRIBUTOR submits all MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS to GOVERNMENT for REDEPOSIT, and/or provides MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS to other CONTRIBUTORS, CONTRIBUTOR represents that such is free of reasonably detectable computer viruses, self-help code and unauthorized code. However, CONTRIBUTOR shall not be liable for self-help code or unauthorized code if such code was pre-existing in the ASSET provided to CONTRIBUTOR. "Self-help code" means any back door, time bomb, drop dead device or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of anyone other than GOVERNMENT. "Unauthorized code," means any virus, Trojan horse, worm or other software routines or hardware designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data or to perform any other such actions. The term Unauthorized code does not include self-help code.

10.4 Contributor represents that ASSETS, MODIFICATIONS, COMBINED ASSETS and LINKED ASSETS it withdraws or any MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS it creates, invents or develops under this AGREEMENT shall be placed on a secure server accessible from a single geographical site and is preferably to be placed on a stand-alone secure computer.

10.5 Contributor represents that it shall not make any copies or archival copies of an ASSET other than the copy due to compilation of the ASSET.

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11. Disclaimers

11.1 ALL ASSETS ARE PROVIDED TO CONTRIBUTOR "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT THE ASSET WILL CONFORM TO SPECIFICATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT, ANY WARRANTY THAT THE ASSET WILL BE ERROR FREE; OR ANY WARRANTY THAT DOCUMENTATION, IF PROVIDED, WILL CONFORM TO THE ASSET. THIS AGREEMENT DOES NOT, IN ANY MANNER, CONSTITUTE AN ENDORSEMENT BY GOVERNMENT OR ANY OTHER CONTRIBUTOR OF ANY RESULTS, RESULTING DESIGNS, HARDWARE, SOFTWARE PRODUCTS OR ANY OTHER APPLICATIONS RESULTING FROM EMPLOYMENT OF THE ASSET, AND/OR ANY MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS THAT ARE CREATED, INVENTED OR DEVELOPED BY THE CONTRIBUTOR.

11.2 CONTRIBUTOR AGREES TO INDEMNIFY THE GOVERNMENT AND ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST LIABILITY, INCLUDING COSTS, FOR ACTUAL OR ALLEGED INFRINGEMENT OF, OR INDUCEMENT TO, INFRINGE, ANY UNITED STATES OR FOREIGN PATENT, TRADEMARK, COPYRIGHT, OR TRADE SECRET ARISING OUT OF CONTRIBUTOR'S MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS THAT CONTRIBUTOR DEVELOPS OR PROVIDES TO SHARE AND/OR OTHER CONTRIBUTORS. CONTRIBUTOR'S DUTY OF INDEMNIFICATION IS LIMITED TO INFRINGEMENTS THAT ARE SOLELY DUE TO CONTRIBUTOR OR DUE TO CONTRIBUTOR'S SUBCONTRACTORS' AND/OR AFFILIATES' ACTIONS THAT CONTRIBUTOR KNEW OR SHOULD HAVE KNOWN ABOUT AT THE TIME THE AFFECTED MODIFICATION, LINKED ASSETS AND/OR COMBINED ASSET WAS SUBMITTED FOR REDEPOSIT OR PROVIDED TO OTHER CONTRIBUTORS.

11.3 THIS AGREEMENT DOES NOT IN ANY MANNER CONSTITUTE AN EXCLUSIVE RELEASE OF ASSETS TO CONTRIBUTOR. THE GOVERNMENT'S DISTRIBUTION OF ASSETS TO OTHER CONTRIBUTORS IS IN NO MANNER LIMITED.

12. General Terms and Conditions

12.1 GOVERNMENT can unilaterally modify future versions of this AGREEMENT at any time. GOVERNMENT will provide CONTRIBUTOR with reasonable notice of modifications, and CONTRIBUTOR will be bound by the modified version for future access to SHARE. Or, CONTRIBUTOR may also choose to terminate this AGREEMENT.

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12.2 This AGREEMENT shall not be assigned, sublicensed nor transferred without prior written agreement of GOVERNMENT. Furthermore, ASSETS withdrawn from SHARE or any MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS created, invented or developed by CONTRIBUTOR shall not be sublicensed, assigned nor transferred without prior written authorization of GOVERNMENT. This AGREEMENT automatically terminates if it is transferred by agreement, novation, operation of law, or otherwise without prior written agreement of GOVERNMENT.

12.3 This AGREEMENT terminates automatically if CONTRIBUTOR does not comply with its terms and conditions and fails to cure such noncompliance within thirty (30) calendar days of becoming aware or being given notice of such noncompliance. Upon termination, CONTRIBUTOR agrees to immediately cease use of SHARE.

12.4 Upon termination of this AGREEMENT by CONTRIBUTOR or by GOVERNMENT, CONTRIBUTOR agrees to either immediately return all ASSETS, MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS to GOVERNMENT, or to immediately destroy all copies of same in CONTRIBUTOR'S possession, or in AFFILIATES' possession, and to certify in writing to GOVERNMENT that all copies have been destroyed. CONTRIBUTOR also agrees to submit to GOVERNMENT for REDEPOSIT all MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS regardless of the stage of completion.

12.5 This AGREEMENT does not diminish, replace or supersede any patent, copyright, trademark or trade secret rights CONTRIBUTOR may have in MODIFICATIONS, LINKED ASSETS and COMBINED ASSETS, provided that such patent, copyright, trademark and trade secret are subject to the license rights of this AGREEMENT.

12.6 If any provision in this AGREEMENT is invalid or unenforceable under applicable law, CONTRIBUTOR agrees that it shall not affect the validity or enforceability of the remainder of the terms of this AGREEMENT.

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12.7 CONTRIBUTOR agrees that this AGREEMENT is subject solely to United States Federal law for all purposes, including, but not limited to, determining the validity of this AGREEMENT, the meaning of its provisions and the rights, obligations and remedies of the parties. CONTRIBUTOR agrees that disputes concerning the terms and conditions of this AGREEMENT shall be resolved in accordance with the Contract Disputes Clause of the Federal Acquisition Regulation (FAR), FAR 52.233-1.

12.8 This AGREEMENT does not replace or supersede any other written contract(s) and/or written agreement(s) that CONTRIBUTOR has or will have with the GOVERNMENT. All inconsistencies in this AGREEMENT shall be resolved by giving precedence to the terms and conditions of CONTRIBUTOR'S other written contract(s) and/or written agreement(s) with GOVERNMENT.

12.9 Nothing in this AGREEMENT excuses or relieves CONTRIBUTOR from its performance of any contractual requirements outside of this AGREEMENT, including but not limited to any software or system certification requirements.

12.10 This AGREEMENT will automatically terminate two years from the execution date of this AGREEMENT unless an extension of time is sought and approved from the GOVERNMENT. In the event this AGREEMENT terminates, procedures set forth in 12.4 are to be followed. The execution date shall be the date of the last signature.

THIS AGREEMENT MUST BE SIGNED AND DATED BY AN OFFICIAL AUTHORIZED TO CONTRACTUALLY OBLIGATE CONTRIBUTOR, CONTRIBUTOR'S CORPORATION, COMPANY OR ORGANIZATION AS APPLICABLE, TO THIS AGREEMENT CONTAINED HEREIN. BY SIGNING BELOW, CONTRIBUTOR ACKNOWLEDGES THAT CONTRIBUTOR IS SUCH AN OFFICIAL; THAT CONTRIBUTOR HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; AND THAT CONTRIBUTOR AGREES TO EMPLOY ASSETS, MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

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Asset Requested:

Rationale:

IN WITNESS WHEREOF, GOVERNMENT and CONTRIBUTOR have caused this AGREEMENT to be executed by their duly authorized representatives.

The United States of America, CONTRIBUTOR*
as represented by the By:
Department of the Navy, Naval
Sea Systems Command (PEO IWS)

By:

Name

Name

Signature

Signature

Title

Title

Organization

Date

Phone

Date

*THIS AGREEMENT MUST BE SIGNED AND DATED BY AN OFFICIAL AUTHORIZED TO CONTRACTUALLY OBLIGATE CONTRIBUTOR, CONTRIBUTOR'S CORPORATION, COMPANY OR ORGANIZATION AS APPLICABLE, TO THIS AGREEMENT CONTAINED HEREIN. BY SIGNING BELOW, CONTRIBUTOR ACKNOWLEDGES THAT CONTRIBUTOR IS SUCH AN OFFICIAL; THAT CONTRIBUTOR HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; AND THAT CONTRIBUTOR AGREES TO EMPLOY ASSETS, MODIFICATIONS, LINKED ASSETS AND COMBINED ASSETS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Please return the signed original copy of this Agreement to:

Naval Surface Warfare Center
17320 Dahlgren Rd.
Dahlgren VA 22448
Attn: Melody Belcher, Building 1500 (W Dept)