

# POLICY STATEMENT AND STUDY AGREEMENT FOR PARTICIPATION IN THE U.S. ARMY R&D UNFUNDED STUDY PROGRAM

For use of this form, see AR 70-35; the proponent agency is SARDA

Before you agree to perform an unfunded study for the U.S. Army or obtain information or material in connection with the U.S. Army R&D Unfunded Study Program, you must clearly understand and agree to the following policy statement as the individual signing this agreement for your organization.

## POLICY

1. The Army sponsor will furnish your organization with, or provide access to, certain information or material, hereafter called documents, under the following conditions:
  - a. Classified or limited-distribution documents that we furnish you are to remain the property of the U. S. Government.
  - b. Such documents are subject to recall by your Army sponsor or study coordinator at any time.
  - c. You must dispose of documents that you obtain from the Army sponsor or from the Defense Technical Information Center (DTIC) through this program in accordance with the provisions of DOD 5220.22M (*Industrial Security Manual for Safeguarding Classified Information*).
  - d. You may not reproduce or disseminate these documents outside your organization without our written permission as your DOD sponsor.
  - e. Your organization must safeguard all classified documents, providing and maintaining an internal system of security controls in accordance with (1) the requirements of the DD Form 441 (*DOD Security Agreement*), (2) DOD 5220.22M, and (3) any revisions of the manual required by the demands of national security as determined by the U. S. Government. Insofar as the provisions of the Industrial Security Manual are concerned, the terms "Contracting Officer or his authorized representative" will mean the Army representative authorized to release or to sponsor the release of documents.
  - f. We furnish the documents for information and general guidance only. You may not construe them as a request for proposal, or as a commitment on the part of the Government that a contract may be issued, or as authority for you to incur expenses in anticipation of a Government contract. Nothing in, or arising from, this transaction will be used as the basis of a claim against the Government. Finally, do not construe our furnishing of these documents to you as creating an obligation on your part to furnish the U. S. Government with any experimental, developmental, research, or production articles, services, or proposal.
  - g. You shall not consider as proprietary any data that we supply, either directly or indirectly, and the Army will consider that it has unlimited rights in any reports or information that you furnish to us under this agreement unless the information that you consider to be proprietary is marked in accordance with the Federal Acquisition Regulation (*see particularly 15.413-1 and 52.215*). Nothing in this agreement shall deprive the Army of any rights to which it is entitled, now or later.
  - h. You shall not release information concerning the study and/or its results to the public without the written permission of your Army sponsor or study coordinator.
  - i. You should recognize that the Army may be utilizing various facilities to obtain solutions to the problems that you might infer from the documents that you receive from us or from DTIC. Any ideas that you may generate as a result of your study and analysis of these documents, and that you offer to the Army, will be evaluated in competition with the ideas and results of others.
  - j. The Army will not use this study as the basis for limiting competition in any subsequent procurement in the same subject area and will not give your organization a preferred status in any such procurement.
  - k. Your study organization cannot recover the cost of this unfunded study through overhead or general and administrative costs on Federal contracts.
  - l. Your organization shall furnish the study coordinator with a report of the results of this unfunded study within a reasonable time after the completion of the study.
2. Either your organization or the DOD sponsor may terminate this agreement by giving the other party written notice of intent-to-terminate 30 days prior to the effective date of termination; otherwise this agreement will remain in effect for one year from the date signed by the Army sponsor. In the event of termination or expiration, your organization shall continue to be bound by the requirements herein with respect to information or material furnished pursuant to this policy agreement.