
POLICY STATEMENT AND MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE U.S. ARMY POTENTIAL CONTRACTOR PROGRAM

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

Before you may obtain or review information or material in connection with the U.S. Army Potential R&D Contractor 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 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 United States 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 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.

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 three years 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.

MEMORANDUM OF UNDERSTANDING

I hereby agree to comply with the Army Potential Contractor Program policy requirements stated above.

I certify that I am (*check appropriate line*)

- Sole owner of the organization identified below.
- A member of the partnership organization identified below and have full authority to bind said organization with respect to this agreement.
- An authorized representative of the organization identified below and have full authority to bind said organization with respect to this agreement.

**POLICY STATEMENT AND MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE U.S. ARMY
POTENTIAL CONTRACTOR PROGRAM--Continued**

I also certify that:

- a. Information and technical supporting data supplied herewith are correct and that neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from bidding for furnishing materials, supplies, or services to the Government or any agency thereof.
- b. This organization has a capability to perform research and development functions in the technical fields of interest indicated on the accompanying DD Form 1540 (*Registration for Scientific and Technical Information*).
- c. This Army sponsorship of access to the documentation services, such as provided by the Defense Technical Information Center, will be used only when documents are required to pursue R&D towards Army goals.

NAME OF ORGANIZATION AND MAILING ADDRESS

SIGNATURE OF COMPANY OFFICIAL

DATE

TYPED NAME AND TITLE

NOTE: When a corporation is a party to this agreement, the following certificate must be executed by a corporate officer other than the official who signed the above agreement on behalf of the corporation.

CERTIFICATE

I, _____, certify that I am the Secretary of the corporation. I further certify that

the above company official who signed this agreement on behalf of the corporation is the _____
of the corporation and has the authority to bind the corporation with respect to this agreement.

CORPORATE TITLE

SIGNATURE

(CORPORATE SEAL)