

APPLICATION FOR SPIRITS-AC WITH TERMS AND CONDITIONS OF RELEASE

APPLICATION

1. Application is hereby made for the applicant to be provided a copy of the following computer software program: the Joint Army Navy NASA Air Force (JANNAF) Spectral and In-band Radiometric Imaging of Targets and Scenes model - AirCraft (SPIRITS-AC). SPIRITS-AC contains several component computer programs, including but not limited to, TRBEXT1, the JANNAF Standardized Plume Flowfield code version II (SPF-II), the JANNAF Standard InfraRed Radiation Model - version II (SIRRM-II), HARDBODY-AC, the MODTRAN/LOWTRAN and MOSART atmospheric codes, REORG, and their associated database files. In addition, SPIRITS-AC contains data translation and manipulation routines plus cycle deck, wireframe, paint, and thermal data files for generic aircraft configurations.

The software components that define the official baseline of SPIRITS-AC are TRBEXT1, SPF-II, SIRRM-II, HARDBODY-AC1, MODTRAN, and REORG1; their associated data files, translation routines, and manipulation routines; and generic aircraft files. This version of SPIRITS-AC is designated as SPIRITS-AC1r0. Only updates, changes, and modifications to SPIRITS-AC which are approved by the JANNAF Signatures Panel are official, and these shall be designated as SPIRITS-AC1r1, -AC1r2, AC3, etc. These and all previous forms of SPIRITS are controlled by this Application and its Terms and Conditions of Release.

2. All requesting government and contractor organizations complete the following:

REQUESTING ORGANIZATION:

(Facility name and address) _____

PRINCIPAL INVESTIGATOR: _____

POSITION: _____

ADDRESS: _____

PHONE: _____

ALTERNATE CONTACT: _____

PHONE: _____

COMPUTER SYSTEM (where SPIRITS-AC will reside):

BUILDING/ROOM: _____

MEDIA TYPES THAT YOU SUPPORT: _____

PROPOSED USE OF SPIRITS-AC: _____

IF THE REQUESTER IS A CONTRACTOR, (i.e. not a Governmental Agency) COMPLETE THE FOLLOWING:

CONTRACT TITLE: _____

DoD OR NASA CONTRACT NUMBER: _____

CONTRACT COMPLETION DATE: _____

DoD OR NASA AGENCY CONTRACTED WITH: _____

SPIRITS-AC Principal Investigator PLEASE DIGITALLY SIGN and DATE here that all information you've provided is true and you understand the policies provided: _____

ADDITIONAL INFORMATION WILL BE REQUIRED FOR GENERAL SUPPORT CONTRACTS, IR&D EFFORTS, AND COMPANY FUNDED PROJECTS.

ATTACH A COPY OF CERTIFICATION FROM THE JOINT CERTIFICATION PROGRAM OFFICE (JCP) for receipt of militarily-critical technical data (DD 2345 Certification)

(Only contractors certified by the JCP to receive export-controlled DoD technical data can receive SPIRITS-AC. Questions regarding the JCP DLA registration can be directed to the JCP at 1-800-352-3572; [https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/.](https://www.dla.mil/HQ/LogisticsOperations/Services/JCP/))

U.S. CONTRACTORS WHICH ARE SUBSIDIARIES OF FOREIGN-OWNED COMPANIES COMPLETE THE FOLLOWING:

a. Describe your internal procedures to protect export-controlled technology physically and electronically. (Attach additional paper if necessary.)

b. Describe your internal procedures for protecting export-controlled technology during both short and long visits of foreign nationals to your facility. (Attach additional paper if necessary.)

c. Attach a copy of your facility's Standard Practice Procedures (SPP) document for the protection of information classified as SECRET.

d. Attach a description of your facility including sketches and photographs.

e. Attach a description of your electronic connections and procedures with respect to computers hosting export-controlled and/or classified data

TERMS AND CONDITIONS OF RELEASE

3. SPIRITS-AC is proprietary to the U.S. Government and all appropriate statutes apply to prevent the redistribution or disclosure of SPIRITS-AC by the Requesting Organization. The Requesting Organization agrees to the terms of use, duplication, and disclosure of SPIRITS-AC and other conditions set forth in the Terms and Conditions of Release. Any breach of the Terms and Conditions of Release by the Requesting Organization or its agents can result in: (i) the revocation of the privilege of the recipient to use SPIRITS-AC or any subsequent versions thereof; (ii) penalties imposed by statutes covering the misuse of Government property by Government and Contractor personnel; and (iii) the reporting of such violations to the Defense Investigative Service (DIS) with potential adverse effects on organizational and personnel security clearances.
4. Any changes in the information included in 2 above (such as organization name and telephone number) by the Requesting Organization must be provided in writing to the Johns Hopkins University Whiting School of Engineering Energetics Research Group (JHU WSE ERG) which is the administrating arm of the JANNAF Signatures Panel.
5. SPIRITS-AC contains software and documentation whose export is controlled by the Arms Export Control Act, 22 U.S.C. 2751 et seq. and Executive Order 12470.

Accordingly, SPIRITS-AC will contain the following legends which are binding upon the recipient:

"WARNING - This computer software and documentation contains information whose export is restricted by the Arms Export Control Act (Title 22 U.S.C. 2751 et seq.) or Executive Order 12470. Violators of these export laws are subject to severe criminal penalties."

"DESTRUCTION NOTICE - For classified software and documentation, follow the procedures in DoD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7 and Chapter 8, Section 3; or DoD 5200.1R, Information Security Program Regulation, Chapter IX. For unclassified software and documentation, destroy by any method that will prevent disclosure of contents or reconstruction of the software."

"NONDISCLOSURE - SPIRITS-AC is computer software within the definition of technical data with military or space application and is controlled by the Arms Export Control Act (22 U.S.C. 2751 et seq.). Therefore, 5 U.S.C. 552(b)(3) exempts SPIRITS-AC from release under a Freedom of Information (FOIA) Request. Also see DoD Directive Number 5230.25 dated November 6, 1984."

"DISTRIBUTION authorized to DoD components only; militarily critical technology; June 1992. Other requests shall be referred to the JANNAF Signatures Panel, c/o U.S. Army Missile Command.; AMSMI-RD-SS-AT; Redstone Arsenal, AL 35898-5252."

6. SPIRITS-AC will be installed only on the computer listed in paragraph 2 above. The Requesting Organization may disclose SPIRITS-AC and its documentation only to its direct employees who are U.S. citizens that are actually involved in the installation or operation of SPIRITS-AC (i.e., no support contractors or subcontractors). SPIRITS-AC can only be used by Contractors on **domestic** contracts for the proposed use stated in paragraph 2 above. It cannot be used on contracts with foreign or foreign-owned entities. SPIRITS-AC shall be duplicated only to the extent necessary to perform the use stated in paragraph 2 above. The Requesting Organization will ensure that **no redistribution** or disclosure of any part of SPIRITS-AC or its documentation occurs by **any** of its employees. Further, the Requesting Organization will ensure: (i) the security of all originals and copies of any part of SPIRITS-AC and its documentation on all storage media and all electronically linked devices, and (ii) the protection of all parts of SPIRITS-AC and its documentation from unauthorized access - whether intentional or inadvertent, physical or electronic (such as through the Internet, the World Wide Web, and Local Area Networks).
7. When the Requesting Organization has completed the authorized use of SPIRITS-AC, all originals, copies, and associated documentation shall be destroyed according to the DESTRUCTION NOTICE set forth in paragraph 5 above, and the destruction shall be reported in writing to JHU WSE ERG.
8. SPIRITS-AC may be modified by the recipient but it may not be renamed. The identification convention established by the JANNAF Signatures Panel shall be used to denote modified versions of SPIRITS-AC. All modifications shall be reported to the JANNAF Signatures Panel within one year of their implementation. When the results obtained through the use of an unapproved modified version of SPIRITS-AC are presented, notice shall be given that an unapproved version of SPIRITS-AC was used along with a description of the modifications. The U.S. Government shall have unlimited rights to use, disclose, and duplicate the modifications. The U.S. Government

SPIRITS-AC Principal Investigator PLEASE DIGITALLY SIGN and DATE here that all information you've provided is true and you understand the policies provided:

shall also have the right to incorporate the modifications into subsequent official versions of the software.

9. Problems in converting, using, or operating SPIRITS-AC shall be reported to the JANNAF Signatures Panel with a copy of input and representative output.

10. The following conditions apply only to Requesting Organizations that develop independent software designed to work with SPIRITS-AC.

a. When the resultant software contains SPIRITS-AC as a component thereof, the SPIRITS-AC part cannot be released by the software developer. Only the JANNAF Signatures Panel or its administrative arm, JHU WSE ERG, are authorized to release SPIRITS-AC or its associated documentation.

b. The developed software is to be distributed separately from SPIRITS-AC under standard security, export control, and commercial terms as long as the user is advised that payment is made for the stand-alone software and not SPIRITS-AC, and that the JANNAF Signatures Panel neither endorses nor discourages the use of independently developed software.

c. When the independent software is designed to use SPIRITS-AC as a component thereof, the independent software and its documentation must clearly and prominently state in writing:

(i) That SPIRITS-AC is a component of the software.

(ii) That SPIRITS-AC is export-controlled with its distribution controlled by the JANNAF Signatures Panel.

(iii) The WARNING, DESTRUCTION NOTICE, and NONDISCLOSURE legends set forth in paragraph 5 above.

d. Only clearly identified unofficial interface modifications may be made to SPIRITS-AC. These modifications may only be made to SPIRITS-AC input/output routines to interface it with the independent software. Only these unofficial interface modifications plus the independent software may be provided by the distributor. These unofficial modifications shall: (a) be less than 10 percent of SPIRITS-AC (by source code line count, including comment lines), (b) be placed in the appropriate unofficial source code directories, (c) be reviewed and accepted by the JANNAF Signatures Panel to insure compatibility with the official software, (d) only be shipped to a customer who is registered with CPIAC, (e) only be shipped after the distributor has received a copy of the approved SPIRITS-AC application from CPIAC.

e. The independent software cannot incorporate official SPIRITS-AC documentation (electronic or printed media). Only documentation of unofficial SPIRITS-AC modifications can be provided. (This can include essential extracts of pertinent input/output interface information from the SPIRITS-AC Technical or User Manuals upon approval by CPIAC.) Full credit must be given to the JANNAF Signatures Panel for any extracts of official documentation used. The JANNAF Signatures Panel retains the right to verify documentation of any unofficial modifications made to SPIRITS-AC.

f. The JANNAF Signatures Panel retains the right to verify that any official and/or modified SPIRITS-AC components incorporated with the independent software produce

results essentially identical to the official version. Validation cases that compare results between the official SPIRITS-AC and the independent software shall be provided to the JANNAF Signatures Panel.

g. Other components compatible with SPIRITS-AC (such as target modules) may not be supplied in or referred to by the independent software unless they are clearly marked as unofficial components of SPIRITS-AC, and treated according to all the terms of this document. Classified target modules shall be further governed by all applicable security guidelines.

h. JHU WSE ERG shall be notified of **every** distribution of the independent software including unofficially modified SPIRITS-AC input/output routines.

11. SPIRITS-AC will be provided only to Contractors and Government organizations that possess a current, valid facility security clearance. Further, SPIRITS-AC will only be handled, used, and duplicated by personnel possessing a current, valid SECRET security clearance.
12. If **any** of the Terms and Conditions of Release are held to be invalid and/or unenforceable, the entire agreement becomes void and the Requesting Organization agrees to **immediately** return **all** originals and copies of SPIRITS-AC and its documentation to CPIAC.
13. The Requesting Organization and its Principal Investigator, personally, agree to the Terms and Conditions of Release set forth above.

REQUESTING ORGANIZATION

I certify that:

a. I am an authorized representative of the Requesting Organization and have full authority to bind said organization with respect to this agreement.

b. The information and any 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.

c. This organization has a capability to perform research and development functions or test and evaluation in the technical fields of interest indicated on DD Form 1540 (Registration for Scientific and Technical Information)

SIGNATURE OF ORGANIZATION OFFICIAL

DATE

TYPED NAME AND TITLE

PRINCIPAL INVESTIGATOR

I personally agree to the Terms and Conditions of Release set forth above.

SIGNATURE OF PRINCIPAL INVESTIGATOR 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 _____ (corporate title) of the corporation and has the authority to bind the corporation with respect to this agreement.

SIGNATURE DATE

TYPED NAME AND TITLE

(Corporate Seal)

* * * * *

FOR USE BY JHU WSE ERG ONLY.

This application for SPIRITS-AC IS APPROVED.

JANNAF/JHU WSE ERG SPIRITS PROJECT DIRECTOR DATE