

Technology Sharing Agreement of Requirements Document Wizard (RDW) between Defense Acquisition University and Department of Defense Agencies

1. Purpose

- a. DAU is in possession of certain information (hereinafter referred to as the "Tool"). The Tool is a Requirements Document Wizard (RDW) for the development of requirements and related documents throughout the Department of Defense. It consists of: a downloadable .zip file, which includes an executable software package and supporting files; a user guide; an access guide; a desk reference; multi-slide powerpoint; ATO memorandum; and other items.
- b. Individuals and/or Commands within the Department of Defense (DoD), referred to as "User", desire to use this Tool.
- c. DAU transmits the Tool to User under the terms and conditions specified below.

2. Terms and Conditions

- a. DAU has unlimited rights in the Tool, as defined in Part 252.227-7014 of the Defense Federal Acquisition Regulation Supplement, and under the terms of its unlimited rights license, hereby grants User a nonexclusive, nontransferable right to use the Tool.
- b. The User shall not publish or permit the Tool to be published for profit or in any manner offered for sale. The User shall not disclose or transfer the Tool to any person or entity.
- c. The User shall not rename the Tool or merge the Tool, in whole or in part, with other models or any other software without the prior written approval of DAU. Approval to merge and control all or portions of the Tool as part of another system may be granted and the terms of this Agreement with respect to the Tool may no longer apply.
- d. The User shall not copy, modify, merge, sublicense, reproduce, sell or enhance the Tool in any way. The User shall not permit another other person or entity to copy, modify, merge, sublicense, reproduce, sell or enhance the Tool in any way.
- e. The User is not authorized to design, code, or test modifications to the Tool. Proposals to modify or enhance future releases of the Tool shall be submitted in writing to DAU.
- f. DAU will not provide technical support for the Tool. Users should contact their help desk for support.
- g. The Tool is a combination of open source and commercially available software that may be used by contractors supporting the United States Government.

- h. DAU assumes no liability for User's use of the Tool.
- i. DAU will make the Tool available via a downloadable .zip file. In most cases, the User's servicing information technology help desk will need to access the Tool and subsequently make the Tool available via a Software Library or Software Center, or equivalent. For Users that do not require help desk administration, the Tool can be accessed and executed as a downloadable .zip file.
- j. Correspondence, whether formal or informal to DAU must be sent to:

Defense Systems Management College
9820 Belvoir Road
Fort Belvoir, VA 22060
(703) 805 -3459 / (866) 568-6924
JCIDS-RDW@dau.edu

Correspondence may be sent to the physical mailing address, or may be sent via e-mail.

- k. This Agreement neither documents nor provides for the exchange of funds or manpower between DAU and the User, nor does it make any commitment of funds or resources. No provision in this Agreement will be interpreted to require obligation of payment of funds or any further obligation by DAU other than transfer of the Tool to User.
- l. This Agreement may not be modified.
- m. Any disputes relating to this Agreement will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the DAU and the User or in accordance with DoDI 4000.19.
- n. This Agreement may be terminated in writing at will by either DAU or the User. Upon termination of this Agreement, User shall delete the Tool from their local machine. User shall destroy any copies of the Tool that may exist separate from their local machine.
- o. This Agreement is not transferable.
- p. It is expressly understood and agreed that this Agreement embodies the entire understanding between the DAU and the User regarding the Agreement's subject matter.
- q. This Agreement takes effect upon User's acceptance.
- r. Nothing in this Agreement, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this Agreement and this Agreement will be for the sole and exclusive benefit of DAU and the User.