



DEPARTMENT OF THE AIR FORCE

DATE

NOTE: As DAF priorities, programming, and requirements evolve – and as government and industry partner feedback is received – the Open Topic tools and forms needed to support those efforts continue to be refined. As such, this document is subject to updates each solicitation cycle. **It is important that you use the most recent version of the Customer Memorandum when you submit your proposal.** Make sure the solicitation number in the header above corresponds to the solicitation to which you are responding. This will ensure you have the latest (and only acceptable) version.

While it is acceptable to share older versions of the Customer Memorandum for reference and understanding, wait for the solicitation-specific version to be released before acquiring signatures from your customer, end-user, and Technical Point of Contact (TPOC). The Proposal is limited to one completed Customer Memorandum with three digital, CAC-enabled signatures. Multiple Memorandums with individual signatures are not accepted and will result in disqualification.

Note that scans, photos, and image reproductions of this form are also not accepted, as they do not allow for digital signature verification. Avoid using Adobe Distiller to complete or modify this form – use Adobe Acrobat to mitigate data corruption issues. Failure to comply with these requirements may be grounds for disqualification. Additionally, DSIP has a file size limit of 5 MB for all files submitted as part of Volume 5, including this Customer Memorandum.

OPEN TOPIC CUSTOMER MEMORANDUM

► See page 14 for Form Instructions

References:

- a. 15 U.S.C. §638
- b. Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR)
Program Policy Directive (May 2023)

FROM:

(DAF CUSTOMER ORGANIZATION)

The organization responsible for procuring the solution for the end-user.
They support the acquisition/fielding of the capability.

(DAF END-USER ORGANIZATION)

The operational user of the solution being prototyped.
They should be the ones directly benefiting from the solution.

SUBJECT:

¹AFWERX and SpaceWERX Small Business Innovation Research (SBIR)/Small Business Technology Transfer (STTR) Phase II – DAF Organization Defense Need and Participation Interest in the SBIR/STTR Program under
(TOPIC*) with (SBIR/STTR COMPANY)

1. PURPOSE

This memorandum is executed in furtherance of references (a) and (b) and the applicable Air Force and Space Force SBIR/STTR solicitation, which constitute authority to promote products, services, and enterprises within the meaning of reference (c). The purpose of this memorandum is to document interest from a Department of the Air Force organization(s) in working with AFWERX/SpaceWERX and the Open Topic SBIR/STTR potential Phase II awardee on a proposed Phase II effort.

See page 14 for form instructions.

2. DEFENSE MISSION NEED

Select the Critical Technology Areas (CTA) - the areas vital to maintaining the United States' national security - addressed by the solution.

See the OUSD (R&E)'s Critical Technology Areas for more information:

<https://dod-critical-technology-area-roadmaps.zoiclabs.io/>

Primary CTA:

Secondary CTA:

For USSF Applicants, select the USSF Mission Areas:

3. PROJECT TIMELINE

If this SBIR/STTR Phase II proposal is selected and funded, we estimate the duration for full execution to be _____ months from award date.

4. ²PHASE II FUNDING COMMITMENT

Has non-SBIR/STTR Government funding been secured?

No (If **No** is selected, please enter N/A into the next five fields.)

Yes (If **Yes**, complete the following fields. This commitment does not constitute an obligation and is subject to funds availability at the time of contract execution.)

If a Phase II award is executed, (DoD/DAF PARTNER FULL NAME)

will provide (AMOUNT AND TYPE OF FUNDS)

non-SBIR/STTR Government funds.

(DAF PARTNER FINANCE OFFICE SYMBOL)

concur with this funding type's use

and verifies funds availability. This commitment does not constitute an obligation and is subject to funds availability at the time of contract execution.

(DoD/DAF PARTNER)

³ (MAJCOM/FLDCOM/DRU)

(OFFICE SYMBOL)

will submit DRAFT funding documents (Form 9s/MIPRs) within 45 days of the solicitation closing. If the Phase I company is not selected for Phase II award, the funds will be returned to the providing DAF organization. Once selection letters have been sent, CERTIFIED funding documents from the partner organization are due within six business days. If certified funding documents are not provided by the due date, the effort will move forward without consideration of the Phase II funding commitment. If a DAF Partner provides funding and the proposal may involve use of humans or human data in the SBIR/STTR effort, the DAF Partner Commander will, upon award of contract, establish a Human Research Protection Program within the DAF Partner Command pursuant to DoDI 3216.02.

5. ADDITIONAL AGREEMENT

Prior to and/or following award, if necessary for project success,

(DAF ORGANIZATION)

will consult with Air Force or Space Force SBIR/STTR Legal, Contracting, Human Subjects, and Program Office personnel to formalize cooperation in the manner protecting the government's interests.

1. Prior to award, determine if the proposed effort will require specific clauses or other special features to accommodate the work to be performed. This could include program elements such as Government-Furnished Equipment/Information (GFE/I) or personnel, use of government facilities or personnel for testing, research or demonstration, use of government-provided licenses, environment considerations, human subjects research protections, etc.
2. After award, if assistance is necessary, request guidance to award a Phase III contract or other appropriate agreement for transition to an identified defense mission need.

6. PHASE III INTEREST

If the Phase II project is successful and the DAF determines it has an interest in work that furthers, extends, or completes the work under the Phase I or Phase II, the partner will consider transitioning the resulting innovations to Phase III contracts, subcontracts, or other instruments with other DAF and/or Federal customers. The transition effort will give due regard to the Phase III transition preference for SBIR/STTR funded technologies set forth in references (a) and (b). Phase IIIs are subject to government organizations' acquisition planning, funds availability, security assessments, and small business, legal, contracting, or other review requirements. This paragraph in no way obligates the DAF to commit funding for a Phase III effort.

7. MILESTONES

The Milestone Schedule in your proposal will provide value to the end-users and/or customers of the proposed solution.

8. STAKEHOLDERS

The successful transition of dual-use technology requires engaged and empowered stakeholders. The following stakeholders have agreed to support the proposed project. If the project is selected for award, their support functionals (e.g. Contracting, Small Business office, Legal Counsel, Engineering, Security, Public Affairs, etc.) will provide staff functions as needed. If the DAF end-user Organization will provide support to a SBIR/STTR that may involve humans in research or human data in research, the end-user Organization's Commander must establish a Human Research Protection Program and receive approval of such Program from DAF Office of Human Research Protections, AFMRA/SGE-C.

The TPOC will work closely with the company throughout the term of the contract. The TPOC is expected to facilitate interactions between the company and the Customer and end-user Organizations, work to overcome tactical execution barriers (e.g. base access, waivers/certifications, etc.), and resolve challenges whenever possible. TPOC will not perform the research for which the company is contracted to perform. At the end of the period of performance, the TPOC is expected to document whether or not the results of the work are promising for the DAF.

8a. ⁴STAKEHOLDERS: PRIMARY CUSTOMER ORGANIZATION

Primary customer organization is the organization that will manage the future procurement or sustainment of the solution, and that will manage the funding, contracting, and logistics needs for Phase III awards, as appropriate.

Primary Customer Organization

(MAJCOM/FLDCOM/DRU)

(PEO/CENTER)

(FULL NAME OF ORGANIZATION)

(OFFICE SYMBOL)

Should match email symbol in GAL (ex. USAF AFMC AFLCMC/HNCJ).

Primary Customer Point of Contact

(TITLE/RANK)

(FIRST NAME)

(LAST NAME)

(PAY GRADE)

(BRANCH)

(OFFICE SYMBOL)

(NAME OF DIVISION/OFFICE)

(DUTY TITLE)

(EMAIL)

(PHONE)

The POC named here is expected to provide a digital signature on Page 13.

8b. ⁵STAKEHOLDERS: PRIMARY END-USER ORGANIZATION

Primary end-user organization is the organization that will use the developed solution, or that will primarily benefit from the solution.

Primary End-User Organization

(MAJCOM/FLDCOM/DRU)

(PEO/CENTER)

(FULL NAME OF ORGANIZATION)

(OFFICE SYMBOL)

Should match email symbol in GAL (ex. USAF AFMC AFLCMC/HNCJ).

Primary End-User Point of Contact

(TITLE/RANK)

(FIRST NAME)

(LAST NAME)

(PAY GRADE)

(BRANCH)

(OFFICE SYMBOL)

(NAME OF DIVISION/OFFICE)

(DUTY TITLE)

(EMAIL)

(PHONE)

The POC named here is expected to provide a digital signature on Page 13.

8c. (FOR STTR ONLY) STAKEHOLDERS: RESEARCH INSTITUTION (RI)

(TITLE/RANK)

(FIRST NAME)

(LAST NAME)

(EMAIL)

(PHONE)

(FULL NAME OF RESEARCH INSTITUTION)

(LOCATION OF RESEARCH INSTITUTION)

8d. STAKEHOLDERS: PHASE II TECHNICAL POINT OF CONTACT (TPOC)

⁶PRIMARY Phase II Technical Point of Contact (TPOC): Primary TPOC must be a DAF civilian or DAF military member, or the Customer Memorandum will not be accepted. The Primary TPOC may also be your end-user or customer.

(TITLE/RANK)	(FIRST NAME)	(LAST NAME)
(PAY GRADE)	(BRANCH)	
(OFFICE SYMBOL)	(NAME OF DIVISION/OFFICE)	
Should match email symbol in GAL (ex. USAF AFMC AFLCMC/HNCJ).		
(MAJCOM/FLDCOM/DRU)		
(PEO/CENTER)		
(FULL NAME OF ORGANIZATION)		
(DUTY TITLE)		
(EMAIL)	(PHONE)	

The POC named here is expected to provide a digital signature on Page 13.

⁶ALTERNATE Phase II Technical Point of Contact (TPOC): **OPTIONAL BUT ENCOURAGED**

(TITLE/RANK)	(FIRST NAME)	(LAST NAME)
(PAY GRADE)	(BRANCH)	
(OFFICE SYMBOL)	(NAME OF DIVISION/OFFICE)	
Should match email symbol in GAL (ex. USAF AFMC AFLCMC/HNCJ).		
(MAJCOM/FLDCOM/DRU)		
(PEO/CENTER)		
(FULL NAME OF ORGANIZATION)		
(DUTY TITLE)		
(EMAIL)	(PHONE)	

⁷The TPOC will work closely with the company throughout the term of the contract. The TPOC is expected to facilitate interactions between the company and the customer and end-user organizations, work to overcome tactical execution barriers (e.g. base access, waivers/certifications, etc.), and resolve challenges whenever possible. At the end of the period of performance, the TPOC is expected to document whether or not the results of the work are promising for the DAF.

8e. STAKEHOLDERS: TPOC DESIGNATION

REFERENCE: Federal Acquisition Regulations (FAR) 2.101, Definitions Defense Federal Acquisition Regulations Supplement (DFARS) Part 201.602-2, Responsibilities

- 1.** Once signed, this Customer Memorandum designates the Technical Point of Contact (TPOC) for the subject proposal. If the proposal is selected for award, **a contract number will be designated upon award.** The Primary TPOC will be designated by name in the contract based on the TPOC signature in this document. If for any reason the proposal is determined non-awardable, the AFRL/RGK Contracting Officer (CO) will provide notification.
- 2.** **You are not authorized to discuss performance or any other matter related to the proposed effort until contract execution (i.e. award) is complete.** Award notice will include appropriate POCs, including the CO, for award administration. The AFWERX Phase II Program Manager (PM) for this activity can be reached at afrl.rgv.p2@us.af.mil for all PM-related correspondence. If the contracted activity may involve human research (i.e. use of humans or human data), contact the AFWERX human research coordinator POC Tina (Faustina) Opoku at faustina.opoku.ctr@us.af.mil.
- 3.** As the designated TPOC, it is your responsibility to monitor the contractor's performance and ensure successful contract completion, including timely contract deliverable submission up to and including the final technical report. Specifically, you will be responsible for the following:
 - a.** Monitor cost, technical, and schedule performance to identify and promptly inform the Phase II PM and CO of marginal or unsatisfactory performance, contractor's failure to meet delivery schedules, or any non-compliance with contract requirements. As the TPOC, you are not authorized to make commitments or changes affecting price, quality, quantity, delivery schedule/period of performance, scope of work, place of performance, or other terms and conditions of the contract/award, and may be personally liable for unauthorized acts. As TPOC you may not yourself conduct the research or other activities the company is contracted to perform. The CO is the only individual authorized to obligate government funds or execute contract changes.
 - b.** Ensure contractor personnel performing on-site at government facilities are briefed by responsible and knowledgeable persons, (e.g. the TPOC or facility leadership) on all required training, which may include security, emergency management, or accountability procedures.
 - c.** Receive and accept contract deliverables to ensure timely payment is made to the contractor after acceptance.

8e. STAKEHOLDERS: TPOC DESIGNATION (CONTINUED)

- d.** Maintain close liaison with the identified Phase II PM and CO, as well as the Administrative CO, if other than AFRL/RGK.
- e.** Work with the contractor, installation, and other local government organizations to gain required approvals/waivers and/or resolve execution issues including but not limited to security requirements, (e.g. CACs, DD254 coordination), program protection compliance, cybersecurity compliance, flight testing, unmanned aerial systems (UAS) regulations, human subjects, animal subjects, and safety measures, when required. Coordinate these actions with the Phase II PM using afrl.rgv.p2@us.af.mil.
- f.** Maintain records, including a copy of the contract and all modifications, unless available electronically; TPOC designation memorandum (this document); correspondence with the contractor; correspondence with the CO; records of inspection activities and results; and all other documented actions taken as the TPOC. This information must be made available to the CO upon request. Contact the CO with any documentation questions.
- g.** For contracts that may involve human research (i.e. use of humans or human data for any research, or use of, or development of medical devices or medical software), TPOCs are required to obtain human research training upon being assigned TPOC to an awarded contract. If the contracted activity may involve human research, contact the AFWERX human research coordinator POC Tina (Faustina) Opoku at faustina.opoku.ctr@us.af.mil to obtain the required training. This training must be conducted prior to executing TPOC duties for projects involving human research.
- h.** If unable to perform the assigned TPOC duties, you are responsible for identifying a replacement TPOC. Notify the PM immediately to initiate the transition process. Replacement TPOCs must acknowledge their assumed responsibilities by signing a new version of this memorandum. Your role as TPOC expires upon official re-designation. At that time, you must ensure all documentation is provided to the newly-designated TPOC. During contract performance:
 - Do not discuss acquisition plans/strategies or provide advance information with potential to give one contractor an advantage over another in forthcoming procurements.
 - Do not instruct the contractor on how to perform, but rather of the contract/award's requirements.
 - Do not participate in the contractor hiring/termination processes.

8e. STAKEHOLDERS: TPOC DESIGNATION (CONTINUED)

- 4.** It is essential you maintain a well-documented project folder/R&D case file. Each contract/order memorandum for record, other similar records, and other correspondence shall cite the contract number/order number. Copies of documentation and correspondence shall be furnished to the CO and others at the CO's request. Strictly adhere to restrictions regarding contractor proprietary data and business-sensitive information. Contracting personnel are available for advice and guidance regarding fulfillment of contract terms.
- 5.** You are required to complete online training modules. If the courses have been completed or annual recertification is current, the requirements are met. Training-related questions, completion certificates, or signed memorandum of completion should be sent to afrl.rgv.p2@us.af.mil.

Required courses:

- AFWERX specific TPOC training available online
- Additional training based on activities and regulatory requirements outlined in the contract

Optional courses:

- ACQ 1010 Fundamentals of Systems Acquisition Management (8 hrs) or ACQ101 - Defense Acquisition University, <https://www.dau.edu>
- CLC 106 Contracting Officer's Representative with a Mission Focus (3 hrs) - Defense Acquisition University, <https://www.dau.edu>
- CLC 011 Contracting for the Rest of Us (2 hrs) - Defense Acquisition University, <https://www.dau.edu>

- 6. Standards of Conduct and Conflicts of Interest.** You are reminded that government employment, as a public trust, requires DoD personnel to place loyalty to the country, ethical principles, and law above private gain and other interests. You must comply with DoD 5500.7-R, Joint Ethics Regulation. As a TPOC, you shall read and understand FAR 3.2, Contractor Gratuities to government personnel, to ensure official responsibilities are performed without actions which might result in, or reasonably be expected to create the appearance of, conduct prejudicial to the government. You are required to avoid being placed in positions from which conflicts of interest might arise or justifiably be suspected. You are reminded the FAR and DFARS includes direction relating to gratuities. This direction applies not only to you but also to your family members. You are cautioned if any Standards of Conduct are violated, you will be subject to the full range of statutory and regulatory sanctions.

8f. STAKEHOLDERS: STAFF FUNCTIONS

Staff Functions Providing Concurrence: **IF APPLICABLE TO YOUR ANTICIPATED WORK. OTHERWISE, ENTER N/A.**

(⁸SECURITY OFFICE NAME)

(⁹INFORMATION ASSURANCE/CYBERSECURITY NAME)

(¹⁰FINANCE NAME)

(CONTRACTING NAME)

(STRATEGY, INTEGRATION, AND REQUIREMENTS NAME)

(SMALL BUSINESS OFFICE NAME)

(COMMANDER NAME)

(LEGAL COUNSEL NAME)

(ENGINEERING/SPO/TEST NAME)

(PUBLIC AFFAIRS NAME)

(¹¹SMALL BUSINESS OFFICE NAME AND POC)

(ADDITIONAL STAKEHOLDERS: IF APPLICABLE OR ENTER N/A IF NOT APPLICABLE)

Person responsible for establishing a Human Research Protection Program if the DAF organization funds, supports, assists in any way a SBIR/STTR that may involve human subjects research (typically indicated if humans or human data are involved in the SBIR/STTR research plan).

(COMMANDER NAME)

9. SECURITY

The SBIR/STTR Company (WILL / WILL NOT) require access to military installations and facilities to perform the proposed work under Phase II.

If a Phase II is awarded, the TPOC will work with applicable visitor centers or security offices to sponsor the individuals onto the installation when required.

The SBIR/STTR Company (WILL / WILL NOT) require Common Access Cards (CACs) to access DoD networks to perform the proposed work under Phase II.

If a Phase II is awarded, the TPOC will work with the named Security Office to process the documentation required to issue the CACs.

9. SECURITY (CONTINUED)

The SBIR/STTR Company (WILL / WILL NOT) require classified access documented via a Form DD254 to perform the proposed work under Phase II.

If a Phase II is awarded, the TPOC and the DAF customer/end-user organization will work with their relevant Security Office to draft a DD254 (the form needed to detail security requirements and classification guidance to a contractor) and work with the company to obtain access.¹²

10. ¹³CYBERSECURITY

The proposed solution (DOES/DOES NOT) involve software or IT that will connect to DoD networks/systems or utilize CUI data.

If a Phase II is awarded, the TPOC will work with their relevant Information Assurance/Cybersecurity Offices required to execute the contract. The TPOC should also work with their Authorizing Official/Entity to determine what type of authorization is required (IATT, ATO, etc.), help the company submit required paperwork, and ensure all cybersecurity requirements are met.

11. ¹⁴FLIGHT TESTING OR UTILIZATION OF UNMANNED AERIAL SYSTEMS (UAS)

The SBIR/STTR Company (WILL / WILL NOT) require flight testing or UAS utilization to accomplish the proposed Phase II work.

If a Phase II is awarded, the SBIR/STTR Company will immediately start coordinating with the TPOC, AFRL/DO, and applicable AFWERX Regulatory and Test Personnel to prepare flight test planning documents in accordance with AFRL/DO instructions.

12. ¹⁵HUMAN SUBJECT RESEARCH*

The proposed solution (DOES/DOES NOT) involve Human Subject Research pursuant to DoDI 3216.02, Protection of Human Subjects and Adherence to Ethical Standards in DoD-Conducted and -Supported Research as well as 32 CFR, Part 219, Protection of Human Subjects. Coordination with the TPOC and Ventures Human Research Coordinator to obtain required research plans, reviews, and approvals in accordance with DoDI 3216.02 and AFRL HRPO instructions must begin immediately after contract award. See Form Instructions, Section 13, Human Subject Research (HSR), for additional information/clarification.

***NOTE:** Any TPOC aligned to an effort that may involve HSR is required to complete a separate HSR TPOC training led by the 711 HPW/IR, Human Research Performance Protection Office (HRPO).

13. ¹⁶ANIMAL SUBJECT RESEARCH

The proposed solution (DOES/DOES NOT) involve animal subject research and/or testing pursuant to DODI 3216.01, Use of Animals in DoD Conducted and Supported Research and Training, and DHA-MSR 6025.02/AFMAN 40-401(I), The Care and Use of Animals in DoD Research, Development, Test, and Evaluation (RDT&E) or Training Programs, as well as U.S. Code Title 7. Coordination with the TPOC and the Department of the Air Force (DAF) Animal Research Oversight and Compliance Office (AROCO) to obtain required research plans, reviews, and approvals in accordance with DODI 3216.01, DHA-MSR 6025.02/AFMAN 40-401(I), and AROCO instructions must begin immediately after contract award.

14. ¹⁷SIGNATORIES

Three CAC-enabled, digital signatures are required. Customer Memorandum submissions missing any of these CAC-enabled digital signatures will NOT be accepted. Furthermore, it is this original PDF form that is to be submitted. Reminder: Scans, photos, and image reproductions of this form (even if saved as PDF) are not accepted, as they do not allow for digital signature verification. Failure to comply with this requirement may be grounds for disqualification.

Signatories should be in positions that allow them to speak for their organizations (i.e. individuals must understand and exert influence over operational needs, formal requirements, or funding). Certain ranks/grades are not required for signatories to sign, unless human subjects research may be involved in the accomplishment of the company proposal, in which case the DAF organization that supports the company by way of the Customer Memorandum, must establish a Human Research Protection Program (HRPP) approved by AFMRA/SGE-C. In these cases, a DAF Commander of the supporting DAF organization must be a signatory to indicate intent to establish a HRPP.

The Technical Point of Contact (TPOC) must be a DAF member (military or civilian employee) and can be the same person as either the customer or end-user. However, the customer and end-user (military or civilian employee) must be two different individuals, from either the same or separate DAF or Joint Organization(s). A Joint Organization is a military branch or Department of Defense agency outside of the DAF. These will be the individuals with whom you will be working, and who may be contacted during the course of your Phase II work.

Signatories acknowledge that they have been informed of and understand the key elements of the SBCs proposal, specifically the proposed defense need, anticipated milestones, estimated contract duration, and planned Phase III transition strategy as outlined in their proposal. This acknowledgement confirms awareness of these elements at the time of signing.

14. ¹⁷SIGNATORIES (CONTINUED)

a. ¹⁸Suitability of DAF or Joint End-User Signatory. (DESCRIPTION)

b. ¹⁹Suitability of DAF or Joint Customer Signatory. (DESCRIPTION)

²⁰Customer (FIRST MI LAST, RANK/GRADE, USAF)

↓ **NOTE:** A CAC-enabled, digital signature is required here AND in the field to the right.

²¹End-User (FIRST MI LAST, RANK/GRADE, USAF)

↓ **NOTE:** A CAC-enabled, digital signature is required here AND in the field to the left.

²²Primary TPOC Signature (FIRST MI LAST, RANK/GRADE, USAF)

↓ **NOTE:** A CAC-enabled, digital signature is required here.

By signing this memorandum, you acknowledge you understand, accept, and will abide by the full terms and conditions outlined in the TPOC Designation Section.

NOTE: If you are actively planning to change jobs, PCS, separate, or retire within the next 6 months, please identify another TPOC to support this effort.

FORM INSTRUCTIONS

FOR SBIR/STTR PHASE II CUSTOMER MEMORANDUM

NOTE – The use of the Customer Memorandum template is **MANDATORY**; all elements **MUST** be present and complete. To avoid disqualification, all fields must be filled in. If a question is not applicable to your solution, please indicate N/A. Proposals without a completed and signed memoranda accomplished in accordance with this template will be determined **non-responsive to the solicitation and will not be considered for award**.

R/R&D/RDT&E SUITABILITY – To ensure efforts submitted are appropriate for the SBIR/STTR Program, please see the applicable solicitation for general definitions and R/R&D/RDT&E suitability language. This language is not exhaustive but meant only for reference.

To learn more about the Ventures and SpaceVentures SBIR/STTR Open Topic programs, as well as access to additional resources (including videos, sample applications, and more), visit <https://afwerx.com/divisions/ventures/overview/> and <https://spacewerx.us/space-ventures/overview/>.

¹ Subject; Topic Number

Topic numbers can be found in the Consolidated Topic Information Table in the solicitation.

² Section 4; Phase II Funding Commitment; Paragraph 1

Phase II Funding Commitment from DAF Organization: DAF customer's government funding commitments are not required for Phase II SBIR/STTR awards. However, a DAF customer may wish to provide its own funds to supplement SBIR/STTR program funds in order to increase project scope according to Reference (b), (Appendix I)(e.)§4(b)(1)(v)(B).

Pursuant to Reference (b), DAF customer may expend its non-SBIR/STTR funds as supplements to the Phase II award. Additionally, non-SBIR/STTR Federal matching, as well as non-Federal (in certain circumstances found in Reference (b) funding, may be used for Phase II.

In order to be included in the contract award, if selected, funding documents (Form 9s/MIPRs) must be provided to AFRL/RGF within 45 calendar days after the corresponding solicitation's closing date. Once selection letters are sent, CERTIFIED funding documents are due five business days later. To initiate the funds transfer process, email AFRL.SBIR.STTR@us.af.mil. You shall receive an automated response including the funds transfer request template and further guidance.

³ Section 4; Phase II Funding Commitment; Paragraph 2

If non-SBIR/STTR Federal funding commitments are planned, include this language.

4 Section 8a; Stakeholders: Primary Customer Organization

Primary customer organization is the organization that will manage the future procurement or sustainment of the solution, and that will manage the funding, contracting, and logistics needs for Phase III awards, as appropriate.

5 Section 8b; Stakeholders: Primary End-User Organization

Primary end-user organization is the organization that will use the developed solution, or that will primarily benefit from the solution.

6 Section 8d; Stakeholders: Phase II Technical Point of Contact (TPOC)

TPOCs should review the duties required of them, detailed in this document, prior to signature.

7 Section 8d; Stakeholders: TPOCs Paragraph

The primary TPOC must be a DAF member (military or civilian employee). Alternate TPOCs may be personnel from other components. **Most contractors (including Systems Engineering and Technical Assistance (SETA) and Federally-Funded Research Development Centers (FFRDC) contractors) cannot be TPOCs.** TPOCs are not required to be in the end-user's or customer's organization – another organization may provide a TPOC with expertise in the technology area. However, there is no restriction to your TPOCs also being your end-user or customer if they meet the following requirements.

8 Section 8f; Stakeholders: Staff Functions; Security Office

Provide organization name. Required for base access/CACs/classified accesses; see Section 10.

9 Section 8f; Stakeholders: Staff Functions; Information Assurance

Required for software and IT solutions; see Section 11.

10 Section 8f; Stakeholders: Staff Functions; Finance

Required for Phase II government Funding Commitments, if applicable; see Section 4.

11 Section 8f; Stakeholders: Staff Functions; Small Business Office

Visit <https://www.airforcesmallbiz.af.mil/> for more information.

12 Section 9; Security

The TPOC and the customer/end-user organization are responsible for all security actions. Please work with your local security office early on to understand the challenges you may face with getting the company the access it needs to complete the stated R&D work. AFWERX does not manage security actions.

13 Section 10; Cybersecurity

If the proposed solution involves software or information technology and will need to connect either to an information system or weapon system or utilize DAF or DoD data, it will likely require software authorization (e.g. an Interim Authorization To Test (IATT)) granted by an Authorizing Official (AO) or utilize an established DAF DevSecOps environment. The TPOC should consult with the applicable customer and/or end-user organization's Cybersecurity or Information Assurance office to begin the process. Fundamental cybersecurity control requirements are outlined in NIST SP 800-171 Rev 1 and DFARS PGI 239.76 - Cloud Computing, and serves as the backbone to Air Force cyber and data security. More information can be found at <https://www.safcn.af.mil/CISO/Cybersecurity-Awareness/>. Additionally, the Cybersecurity Maturity Model Certification (CMMC) Program aligns with the DoD's existing information security requirements for the Defense Industrial Base. It is designed to enforce the protection of sensitive unclassified information shared by the Department with its contractors and subcontractors. Learn more about CMMC at <https://dodcio.defense.gov/CMMC/About/>. As with other types of security, the TPOC and the customer/end-user organization are responsible for enabling any security actions (including software authorization). AFWERX does not manage cybersecurity processes or software authorizations.

14 Section 11; Flight Testing/UAS

Flight testing is any set of related events where a vehicle moves through the air and makes use of the physics of controlled or maneuvering aerial transport. It may include balloon flight, attributable aircraft, manned or unmanned aircraft, air taxis, aircraft ground test, cockpit evaluations, and other similar activities. For Flight Testing or Utilization of Unmanned Aerial Systems (UAS), there is a blanket waiver for AFRL/DO to "procure Commercial-Off-The-Shelf Unmanned Aerial Systems for the purposes of conducting cyber analysis, signature, system check out, or profile data in a benign or controlled RF environment." However, contractors proposing UAS purchases will need to work with the government TPOC to also pursue a "use waiver or Exemption to Policy (ETP)." Contract execution is not dependent on use waiver completion. However, it is important to start the process as early as possible, as completion could impact efforts' milestone schedules.

15 Section 12; Human Subject Research

If the proposed solution includes research involving a living individual about whom an investigator conducting research obtains data through intervention or interaction with the individual or identifiable private information or includes research as a systematic investigation including development, testing, and evaluation designed to contribute to generalizable knowledge, additional requirements will need to be met. If 'DOES' is selected, please adhere to the following: The company will review and adhere to the protection of human subjects CLAUSES within the contract award and begin coordination to acquire a commercial Institutional Review Board (IRB) determination as the initial step in the approval process. The IRB determination must be provided to the Open Topic Execution Section and will be reviewed by a PM and HSR Gatekeeper. The company will work with the Execution Section who will support and facilitate the company through the remaining steps to obtain a final HRPO approval before work including HSR can commence.

16 Section 13; Animal Subject Research

If the proposed solution includes research or tests involving animals, additional requirements will need to be met and DoD oversight will be required. If 'DOES' is selected, please adhere to the following: The company will review and adhere to animal subject testing CLAUSES within the contract award and begin coordination to acquire approval from an Institutional Animal Care and Use Committee (IACUC) as the initial step in the approval process. The IACUC approval must then be provided to the Department of the Air Force (DAF) Animal Research Oversight & Compliance Office (AROCO) for final approval before work including animal research or tests can commence.

17 Section 14; Signatories

Signatories should be in positions that allow them to speak for their organizations (i.e. individuals must understand and exert influence over operational needs, formal requirements, or funding). Certain ranks/grades are not required for signatories to sign. The DAF or Joint Customer POC and the DAF or Joint End-User POC cannot be the same person. A Customer Memorandum without the needed CAC-enabled digital signatures will NOT be accepted.

18 Section 14; Signatories: Air Force End-User Suitability

Briefly describe the DAF or Joint end-user signatory's appropriateness for this effort.

19 Section 14; Signatories: Air Force Customer Suitability

Briefly describe the DAF or Joint customer signatory's appropriateness for this effort.

20 Section 14; Signatories: DAF or Joint Customer

A CAC-enabled, digital signature is required. The DAF or Joint customer and the DAF or Joint end-user cannot be the same person. **IMPORTANT:** A Customer Memorandum without this signature will **NOT** be accepted.

21 Section 14; Signatories: DAF or Joint End-User

A CAC-enabled, digital signature is required. The DAF or Joint customer and the DAF or Joint end-user cannot be the same person. **IMPORTANT:** A Customer Memorandum without this signature will **NOT** be accepted.

22 Section 14; Signatories: Primary TPOC Signature

A CAC-enabled, digital signature is required. The Primary TPOC must be a Department of the Air Force (DAF) member (Military or Civilian employee). The Primary TPOC may also be your end-user or customer but not both. **IMPORTANT:** A Customer Memorandum without this signature will **NOT** be accepted.