

Participation Agreement

MILITARY OPEN SIMULATOR ENTERPRISE STRATEGY (MOSES)

(Approved for public release; distribution is unlimited)

The Military Open Simulator enterprise Strategy (MOSES) software and associated materials (together herein, "MOSES Software") is authorized for distribution A (Department of Defense (DoD) Directive 5230.24, March 18 1997). "Distribution is unlimited and authorized to the public. The controlling DoD office is the U.S. Army , Research Development and Engineering Command-Human Research and Engineering Directorate – Simulation and Training Technology Center (RDECOM HRED-STTC), 12423 Research Parkway, Orlando, FL 32826.

WARNING: This Agreement refers to technical data, the export of which is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, and et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., and App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate MOSES Software in accordance with provisions of DoD Directive 5230.245.

SUBJECT TO APPROVAL BY A GOVERNMENT SPONSOR, THE MOSES SOFTWARE MAY BE USED FOR THE PURPOSE STATED WITH THE FOLLOWING GENERAL CONDITIONS:

1. MOSES Software and Content will be handled and maintained in accordance with Export Control and Army Regulation 380-5 requirements.
2. The MOSES Software will only be used in accordance with this Distribution Agreement. The purpose may include testing the MOSES Software and/or incorporating the MOSES Software, or elements thereof, into products being developed under the terms of a current contract (known as CONTRACT and cited below) with the United States Government (the "Purpose"). The MOSES Software and data will not be modified, adapted, or otherwise altered except as required for the prior approved purpose.
3. Access to the MOSES software expires automatically at the end of the period of performance for the contract specified by CONTRACT.
4. MOSES Software shall not be re-distributed, sold, or used for commercial purposes by Recipient, in whole or in part. The Recipient is prohibited from using the MOSES Software source code for commercial practices and profitable gains.
5. Recipient may copy MOSES Software for use within Recipient's Organization, or by an authorized U.S. contractor/subcontractor organization, for the Purpose stated within this Agreement. A copy of this Agreement shall be provided and maintained with each authorized copy of the MOSES Software and appropriate personnel shall be briefed regarding the Agreement requirements. RDECOM HRED-STTC is to be formally notified of the name, address and designated point of contact of all authorized contractors/subcontractors to which a copy is provided. Recipient shall be responsible for compliance with this Agreement related to all authorized copies.

6. This MOSES Software is developmental in nature. The United States Government and its agencies shall not be liable for any harm, damage, or injury that may result from the use of the MOSES Software.

7. The controlling DoD office may revoke permission or hereinafter make permission subject to additional conditions as dictated by Government interests.

8. The individual who will act as the Recipient of the MOSES Software on behalf of the contractor shall be a United States citizen.

9. NON-U.S. CITIZEN PARTICIPATION - Non-U.S. citizens may participate in the resultant effort (or portion of the effort) ONLY if special written permission is granted by the MOSES Approval Authority in advance. If the proposed research (or a portion of the proposed research) requires access to classified information (i.e., confidential or secret), non-U.S. citizens may participate in the resultant contract (or portion of the resultant contract) only if a Limited Access Authorization (LAA) is granted. A LAA can be granted only in the event that there are no U.S. citizens that can perform the effort with a special written request describing such in detail. Granting of LAAs is not anticipated under this participation agreement.

10. Recipient acknowledges its responsibilities under the U.S. export control laws and regulations and agrees that it will not disseminate any export-controlled material subject to this Agreement in a manner that would violate applicable export control law and regulations.

11. Unless dissemination is permitted herein and by applicable regulations, Recipient will not provide access to the MOSES Software other than to its employees or persons acting on behalf of the CONTRACT without permission of the controlling DoD office.

12. Recipient represents that it is not debarred, suspended or otherwise determined ineligible by any agency of the United States Government to perform on United States Government contracts, has not been convicted of export control law violations, and had not been disqualified under provisions of DoD Directive 5230.25.

13. Recipient may not distribute changes to the MOSES Software source code except as set forth herein without the approval of the controlling DoD office, RDECOM-HRED-STTC.

14. Recipient may incorporate products developed, or elements thereof, by recipient and its sub-contractors into MOSES Software.

15. Recipient is testing the functionality of the MOSES program and agrees to provide RDECOM-HRED-STTC Unlimited Rights, per DFARS 252.227-7014, to the modified software for integration into the program baseline at least three months prior to contract completion. The approved recipient agrees to provide to the controlling DoD office, without further Government request, any and all changes,

enhancements, improvements or modifications which may be made to MOSES Software while in the approved recipients possession.

16. The recipient is responsible for ensuring personnel with access to MOSES Source Code are U.S. Citizens and control access according to the terms of this Distribution Agreement . The recipient is responsible for controlling access to the systems and assigning accounts to authorized individuals.

17. Recipients are responsible for correctly marking all MOSES source code as Distribution A, and Binaries as Distribution A. This applies to all documents and media in accordance with Executive order 12958.

18. Recipients are responsible for implementing boundary protection mechanisms in accordance with DoD and Army Information Assurance policies and regulations before MOSES Source Code is connected to wide area networks such as (but not limited to) SIPRNET, NIPRNET, Global Information Grid, or Internet.

19. If MOSES Software is used in an environment with interconnections with other systems, the Recipient organization is responsible for establishing applicable agreements between the Designated Approval Authorities (DAAs) of all systems involved. For example, the use of JBUS requires a distribution agreement approved through PEOSTRI.

20. Publications resulting in efforts conducted as part of the described contracted work must go through the RDECOM-HRED-STTC Public Affairs Approval process, and require ten (10) working days for approval prior to release.

RECIPIENT HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES UNDER ANY UNITED STATES GOVERNMENT CONTRACT FOR ALLEGED GOVERNMENT CAUSED DELAY OCCASSIONED BY REVOCATION OF THE RIGHT TO USE MOSES SOFTWARE.

Minimum Qualifications/Eligibility

Participation in MOSES shall be open to military and government agencies along with interested parties from the non-military community including academic and industrial enterprises. Applicants must demonstrate:

- a relevant and serious use case for a virtual world application
- a capability to function at a basic level within the environment
- a contribution to open simulator development and military training applications

Roles and Responsibilities

Participants shall be categorized by one or more of three roles with related responsibilities:

Participants

Participants are those individuals who have been granted a basic MOSES account. A participant is someone who has made the case for admittance by explaining how they can contribute to MOSES. They shall accept and meet the following requirements:

- abide by the MOSES Distribution Agreement.
- behave according to the acceptable use/behavior policy as defined under Terms of Release / Termination.
- be an adult of 18 years or older.
- conduct themselves in a professional manner at all times.
- shall respect the dress code which means they shall remain clothed at all times as if they were in an office or other professional setting.
- create their account using their legal name.
- comply with any other community standards for MOSES as implemented by the MOSES Management.
- They shall pursue projects of general interest to military uses of virtual world technologies.
- if publishing and using the MOSES name/logo/technology, they will inform MOSES management.
- not act as an official representative of the MOSES project in any official capacity
- MOSES Management reserves the right to request PAO authorization from other commands for any material that may be questionably sensitive. Participant from a sister service or lab uploads should acquire PAO approval at the Distribution A level for their work before uploading it to MOSES. MOSES may be considered to be a virtual parallel public venue as a conference.

Estate Managers

Participants who wish to elevate their work in MOSES by being granted access to simulator resources (Estate) will be required to submit a project proposal. Estate managers are participants who have been given the responsibility of managing an estate (simulator resources) in MOSES. In addition to the requirements of Participants, they shall accept and meet the following requirements:

- Estate managers shall have a minimum level of proficiency that demonstrates their ability to manage a simulated environment. This information should be included in the estate project proposal.
- They shall be skilled at project management

- They shall be willing to use their skills to assist in mentoring or providing training for the community
- Estate managers shall also be expected to work within the MOSES environment to learn and perform studies of military relevance
- Estate managers will be held responsible for all the content and activities on their simulators
- They are encouraged to use content licensed under a creative commons license
- All Estates will submit a project summary associated with the research activities on the simulator.
- Estate Managers shall be expected to submit to the MOSES management a project summary and quarterly reports regarding their progress. This shall be in addition to updating their project status quarterly to MOSES management.
- They shall be encouraged to participate in an orientation covering estate management skills
- They are to notify ARL/STTC of exiting participants so they can be removed as a participant. This request can be included in the quarterly reports if no immediate security issues exist.

MOSES Management

MOSES Management hosts the MOSES environment at the US ARL-HRED-STTC Orlando site. The MOSES Management role is limited to STTC personnel at this time. MOSES Management is responsible for the following:

- Admitting new users and creating estates/assign Estate Managers
- MOSES technology management and backup (server resources, networking resources, storage)
- MOSES management shall approve any training or educational material placed in public areas
- MOSES management/STTC personnel reserve the right to inspect the data collected and housed on the simulators at any time.

Linkages to Outside Servers

Participants are not automatically granted permission to allow objects in MOSES to poll or report to an outside database. The most common request for this data exchange activity is to connect MOSES to an external artificial intelligence engine.

This exchange of data into and out of MOSES will only be allowed if permission is first obtained from MOSES management. In the event the US ARL-HRED-STTC information assurance personnel determine the proposed data exchange activities are not aligned with DoD computing or security policy, permission will not be granted to perform the data exchange activities. Any attempt to perform the unauthorized data exchange activity will result in immediate termination of participation and suspension of all accounts related to your activities and organization.

Requests will be considered on a case-by-case basis to ensure security issues can be determined from the specific requirements. Circumventing security measures or exploiting a vulnerability in the Open Simulator software or MOSES system is grounds for immediate dismissal from the MOSES project and may result in civil and criminal actions.

Terms of Participation

The MOSES grid is a technology experiment and not a service or implied to be a service. The domain covered by this agreement is the MOSES grid operated by the STTC. Therefore, participation will not be limited to a specific length of time, and participants shall understand that MOSES may be closed to participation at any time. In addition, an account may be removed at any time for any reason, subject to STTC decision.

This agreement does not cover any use of content created by participants in MOSES nor the use of any resources released under an open source license by MOSES.

Terms of Release/Termination

Participation can be terminated at any time for not abiding by any of the following requirements:

- Participation is a privilege and may be terminated at any time.
- Participants will not post or transmit prohibited content, including any content that is illegal, harassing, or violates any person's intellectual property rights
- Participants agree that they will not post or transmit content or code that may be harmful, impede other users' functionality, invade other users' privacy, or surreptitiously or negatively impact any system or network.
- Participants agree that they will not upload or use any material for which they do not own the copyright or for which they do not have the permission to use.
- Participants agree they will not unlawfully impersonate another person or another person's avatar. Participants are not to share passwords.
- Participants agree they will not post, depict, display, create, transfer anything related to or containing spam, pornography, gambling, discriminatory, offensive content.

- Participants agree they will not exhibit offensive and/or unlawful behavior. For example, aggression, defamation, discrimination of a person's or avatar's sex, religion, race, age, or sexual orientation.
- REPEAT: Circumventing security measures or exploiting a vulnerability in the Open Simulator software or MOSES system is grounds for immediate dismissal from the MOSES project and may result in civil and criminal actions.

Intellectual Property Rights

The MOSES Software and environment is provided by the US Army Research Lab Simulation and Technology Training Center and is populated by personnel from personnel representing other branches of the armed services, civilian federal government, civilian state and local governments, industry, academia, and select foreign nationals. With respect to the intellectual property placed within or uploaded to the MOSES environment by the MOSES participants, the participants acknowledge the following:

- 1) the intellectual property must be owned by the participant or be covered by an appropriate usage license granting the participant authority for unlimited use rights. The participants retain all rights to any content they own and use while participating in the MOSES project.
- 2) the MOSES Software and system uses Open Simulator open source software, which is an unfinished prototype technology.
- 3) the MOSES Software currently lacks safeguards and controls to prevent copying and/or modification of intellectual property uploaded to the MOSES environment. The participants upload content to the MOSES environment at their own risk. The MOSES project is not responsible for mishandled content.
- 4) the rightful owner of any intellectual property may request their content be removed from the MOSES project and servers. The owners must produce in writing to the MOSES director proof of rights with the request. The request will be reviewed and verified before any action is taken.

Indemnification

This is a technology prototype. STTC strives for high availability. However, STTC is not responsible for lost data and damage, and reserves the right to shut down the grid at any time.

STTC shall not be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of said organization, which causes said organization to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor disputes, or failure, threat of failure, or sabotage, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, STTC shall promptly notify the MOSES user community. It shall further use its best efforts to resume performance as quickly as possible

and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

I hereby agree to all conditions identified in this document and will utilize the MOSES Software only for the purpose/use described above. I understand that processing or transmitting this export controlled material via any unencrypted public electronic medium is strictly prohibited.