MEMORANDUM OF AGREEMENT
FOR THE RELEASE OF
GOVERNMENT-OWNED OR DEVELOPED SOFTWARE

1. Distribution of the WINFIRE Version 3.8.2 software model, accompanying Graphical User Interface (GUI) for the Fire Prediction Model Version 3.8.2 and the respective documentation is distributed by DSIAC on behalf of AFLCMC/EZJA.

2. The requestor acknowledges that WINFIRE is not to be used for any purpose other than in the contract or CRADA number specified in the model request.

3. The requestor agrees that they will not release or transfer WINFIRE to anyone without prior written approval from DSIAC.

4. The requestor agrees to return WINFIRE to DSIAC upon completion of the work specified in the model request. The requestor may be eligible to retain WINFIRE if there is additional U.S. Government work, including IRAD, or another U.S. Government contract for which WINFIRE is required. Contact the DSIAC for additional guidance.

5. The requestor agrees that they may only use WINFIRE within 3 years of a completed, signed, and valid MOA and within an approved contract's period of performance.

6. The requestor agrees that WINFIRE, or any modified version thereof, shall not be published for profit or in any other manner offered for sale to the U.S. Government and shall not be sold or provided to any other activity or firm. If WINFIRE is modified using U.S. Government funds, the U.S. Government maintains unlimited rights to the modifications, regardless of if WINFIRE is the basis of, or incidental to, a contract. WINFIRE, and modified versions thereof, may be used in the performance of a contract with the U.S. Government but no development charges may be assessed as part of its use.

7. The requestor acknowledges that the U.S. Government is neither liable nor responsible for maintenance, updates, or correction of any defects in WINFIRE. Suspected software defects, improvement suggestions, or other change requests should be provided to the DSIAC or recorded directly in the DSIAC Software Change Request (SCR) database for submission to the respective WINFIRE Model Manager and Configuration Control Board (CCB).

8. The requestor acknowledges that receipt of WINFIRE is only for U.S. Government Agencies and their contractors and is export controlled. **WINFIRE shall not be used for, or made available to, foreign governments nor shall it be used in any contract with a foreign government without the written approval of the appropriate U.S. Government agencies.** Contact the DSIAC for additional guidance.