

## SEMINAR PRESENTER



### Robert A. Brunette

Bob has a unique background for presenting this program. He is in private law practice advising multi-size government and aerospace subcontractors on global contracting and proprietary rights issues since 1985.

And, he was also counsel to Proprietary Industries Association (PIA) - a national trade association of Subcontractors. Prior to that he was in-house legal counsel to high tech aerospace

companies, including Lockheed and Colt Industries, and practiced in a prominent Los Angeles trial law firm. Upon graduation from the U.S. Coast Guard Academy, he was a military officer and a practicing engineer.

#### WHAT ATTENDEES SAID ABOUT HIM...

Bob's fast paced & in depth seminar provides you with the tools necessary to level the contractual playing field between Buyer and Seller regarding T's & C's and the protection of proprietary data.

*Peter Sinatra, Director of Sales & Marketing  
CDA Intercorp./ TransDigm, Deerfield, FL*

Mr. Brunette's seminars explain the concepts and provide contract language that will minimize your risks and maximize your rights on government and commercial business.

*Bob Seay, Manager, Contracts & Export Compliance  
CRANE AEROSPACE & ELECTRONICS, Lynnwood, WA*

Hamilton Sundstrand has utilized Mr. Brunette's in-house training sessions for over 10 years. We have found them to be a cost-effective, efficient way to provide expert and current training to our employees.

*Paul J. Reed, Manager, Contract Support Management  
HAMILTON SUNDSTRAND CORPORATION, Rockford, IL.*

#### Times:

9:00 a.m. - 4:30 p.m. (One Day Seminars)  
8:30 a.m. - 12:00 p.m. & 1:00 p.m. - 4:30 p.m.  
(Half Day Seminars)

#### Cost:

\$1,200 per day or \$5,000 for all 5 days.  
\$600 per half day seminars.

#### Discounts: There is a 15% discount for a prior attendee or a PIA member employee.

Make checks payable to: "Robert A. Brunette" and send to: 512 Hill Drive, Glendale, CA 91206. Also indicate who is attending, and when, with your check. Or call Bob at: (818) 502-1031, or e-mail "brunetlaw@aol.com" for volume discounts, and additional information to arrange "on-site" seminars at your company.

**Cancellations** are regrettable but sometimes necessary. If you let me know 14 days before the seminar, there will be no charge. If you cannot notify me within 14 days, you can apply your registration to a later seminar. In the event of a cancellation of a seminar by me for any reason, my liability is limited to the return of the registration fee.

Hotel sleeping rooms must be reserved directly.

**Website: [www.bobbrunette.com](http://www.bobbrunette.com)**

# PROFITING FROM SUBCONTRACT TERMS IN 2021

**AEROSPACE • DEFENSE • COMMERCIAL**

## SEMINARS

- **U.S Export Controls & Licensing Basics**
- **Protecting Subcontractor Proprietary Data/Software/Trade Secrets (Govt. & Commercial Programs)**
- **(Government) Subcontractor Terms That Lower Risks**
- **(Government) Commercial-Item Terms That Increase Profits**
- **Boeing Commercial Subcontract LTA Terms That Lower Risks**
- **O.E.M (Global) Commercial Subcontracts Limiting Catastrophic Risks**

Most attendees tell me that my information resolves numerous current problems. These seminars really are current and practical. I am committed to providing timely information that will give the Seller a fighting chance to keep profits. Comprehensive updated manuals and sample forms are provided.

#### ... GUARANTEE ...

**Past attendee responses to these seminars have been so positive that I guarantee that you will use the seminar information within 6 months or I will give you a full refund.**

## 2021 SEMINARS SCHEDULE

Location	U.S Export Licensing Basics	Protecting Proprietary Data Software Rights Trade Secrets	(Government) Subcontractor Terms \$ Conditions	(Government) Commercial Type Acquisition	Boeing Commercial Subcontract LTA Terms & Conditions	O.E.M. (Intl.) Commercial Subcontract Terms & Conditions
<b>GLENDALE, CA</b> Glendale, Hilton L.A.North 100 W. Glendale Blvd. Glendale, CA 91202 (833) 498-1648	7/12/21 (Mon. pm)	7/13/21 (Tues.)	7/14/21 (Wed.)	7/15/21 (Thurs. am)	7/15/21 (Thurs. pm)	7/16/21 (Fri.)
<b>CHARLESTON, SC</b> Hilton Garden Inn Charleston Waterfront/ Downtown 45 Lockwood Drive Charleston, SC 29401 (843) 637-4074	N.A.	8/03/21 (Tues.)	8/04/21 (Wed.)	8/05/21 (Thurs. am)	8/05/21 (Thurs. pm)	8/06/21 (Fri.)

## A HALF-DAY SEMINAR ON

### **U.S Export Controls and Licensing Basics (at CA locations)**

This seminar will provide an introduction into the requirements of registration and obtaining licenses to export your products subject to the Export Administration Regulations (EAR) for commercial items on the CCL; and/or subject to the ITAR regulations for "defense articles". It will provide important contract terms to protect your company.

#### **SPECIFIC TOPICS include:**

- Registration with Directorate of Defense Trade Controls (DDTC)
- DDTC Response Team contacts
- Defense Articles definitional tests/ commodity jurisdiction
- Definition of "specially designed"
- U.S. Munitions List items (the ITAR)
- Licensing of defense articles/ technical data
- Manufacturing & Distribution Agreements
- The new "600 series" to the CCL
- E.A.R. regulations overview
- CCL Control Policy and Advisory Opinions
- End User Certificate content, use, and red flags
- Enforcement proceeding and "charging letters"
- Transition from ITAR to EAR for "components"

## A ONE-DAY SEMINAR ON

### **Protecting Proprietary Data / Software Rights Trade Secrets (Govt. & Commercial Programs)**

This is a condensed and updated version of the 2-day seminars that have been presented nationwide for over 30 years.

I will train your employees charged with daily implementation of the requirements. Sample company policy, detailed procedures required by the DoD regulations, as well as instructions on their use will be provided in comprehensive manuals.

I will provide a broad library of actual responses that work, and that you can use in responding to challenges to your previously submitted "Limited Rights" or "Proprietary Rights" technical data and "Restricted Rights" software. Relatively inexpensive remedies to stop legend removal will be made available. I will provide practical responses to current government and prime contractors RFPs that demand "Unlimited Rights" or "Government Purpose Rights."

#### **SPECIFIC TOPICS include:**

- Major program requirements of Air Force, Army, Navy (CH53-K,F22,F-35,V-22,C-17,etc.)
- Negotiating overriding data and software agreements
- Proving data was "developed exclusively at private expense"
- Exclusion from contracting and subcontracting
- Licensing (a sister Division or others)
- Negotiating Government Purpose or Special Rights
- Freedom of Information Act aids and defenses
- Automatic expiration of "Limited Rights" protection
- Reverse engineering / nondisclosure agreements
- Legal remedies (bid protests or court suits)
- Data Marking Procedures (samples provided)
- Getting the U.S. Attorney to enforce your trade secret rights
- FAR/DFARS data/software clauses (1980's to date)
- Commercial item advantages, and 2009-2021 changes
- Changes to DoD data rights policy/clauses for 2021
- Defend Trade Secrets Act of 2016 Rules
- New DoD Counterfeit Reporting Rules (Dec 2019)
- 2021 (FY21) Nat. Defense Authorization Act

## A ONE-DAY SEMINAR ON

### **(Government) Subcontract Terms and Conditions**

Typically, 50 to 70% of the value of most major military procurements are subcontracted out. However, nearly all available training seminars focus on the prime contract regulatory terms, and FAR and DFARS clauses, despite the fact that a defense program subcontract is a "commercial" type contract. Other seminars assume that the Government's terms and conditions (in the FAR and DFARS) operate the same when flowed down in a subcontract. They do not! This seminar focuses on how to negotiate your subcontract.

The Government flow-down clauses strongly favor the buyer and are usually more abusive than regulatory clauses in the primes' own government contract. Most training programs do not explain this nor demonstrate how to correct it, and why. This seminar does.

#### **SPECIFIC TOPICS include:**

- Standard FAR/DFARS "Mandatory" flow-down clauses
- Uniform Commercial Code (UCC) Terms
- Changes, Equitable Adjustments & Claims
- Cost or Pricing data and CAS requirements (audit)
- Freedom of Information Act (FOIA) requests
- Terminations (for Convenience & Default)
- Warranties (Performance Guarantees/Counterfeit Parts)
- Competition (Best Value, etc.)
- Bid Protests (Agency, GAO, Ct. Fed Claims)
- Criminal Investigations (Fraud, Defective Pricing, etc.)
- Sample Clauses & Modifications
- Limitations of Liability
- Competition In Contracting Act of 1984 update
- Counterfeit Work Liability clauses
- DFARS Cybersecurity Reporting clause (2021 Changes)
- Spare parts price gouging (should cost)

## A HALF-DAY SEMINAR ON

### **(Government) Commercial Item Acquisition**

This seminar focuses on how to negotiate your own "commercial" subcontract terms on a Government program, per 1995 mandates in federal law and its current 2018-2021 amendments for "commercial products." Seller QA provisions must be used.

These seminars are "How To" oriented. I will provide pre-drafted letters, substitute clauses, step-by-step procedures, etc. with just enough theory for understanding how to reduce administrative cost and risks on Government program sales and, the General Service Administration (GSA) Federal Schedule contracts are CICA compliant and tailor made to sell your "commercial items" fast on a single source basis..

#### **SPECIFIC TOPICS include:**

- Commercial Item (CI) Regulations - Current federal regulations make it mandatory for the DoD and prime contractors to accept your commercial products on DoD programs.
- Mandatory FAR/DFARS Clauses - Most flow-down clauses from the prime contractor are not applicable.
- CI Determinations - Prime contractor obligations.
- CI Handbook & 2018 CI Guidebook - Key areas that help.
- Cost or Pricing Data - How to deny DoD & OEM cost data requests.
- Proprietary Data - Also is not required to be delivered.
- Sample Contracts - Manuals contain copies of many successful contracts and commercial clauses when prime contractors sell to the Government (i.e., Boeing, G.E., etc.).
- GSA Schedule Contracts - Basics you must know to get an edge.
- 2021 changes to "Commerciality" Agreements & review.
- DoD Centers of Excellence Problem
- Seller's Quality Assurance must be used.

## A HALF-DAY SEMINAR ON

### **Boeing Commercial Subcontractor LTA Terms and Conditions**

The Boeing Company is demanding extreme Long-Term Agreements (LTA) and supplier investment for its legacy & new aircraft programs (787, etc.)... which adds higher "risks" to being a Boeing supplier. Boeing is circulating updated sets of commercial terms and conditions of purchase. These are predictably one-sided, but Boeing does anticipate amendments. Suppliers should take advantage of this before signing up.

This seminar will provide specific example language to take reasonable exceptions to form clauses in order to limit high risks. It will give you the specific exceptions language that must be in your T&Cs response applicable to all 50 states under the Uniform Commercial Code (UCC).

#### **SPECIFIC TOPICS (and FORMS) Discussed:**

- General Terms Agreement(GTA) - Clauses need "exceptions" language to return Boeing's government-type terms to balanced commercially acceptable language.
- Special Business Provisions (SBP) - Exclusive dealing and LTA commitments appear to bind only the subcontractor. Absorption of 100% of change costs (through flight tests) and new cradle-to-grave unlimited Warranty terms can be catastrophic.
- Product Support and Assurance Agreement (PSAA) Product support and warranty and other provisions can commit you forever, without price or cost relief.
- Uniform Commercial Code - The UCC is adopted in all 50 states. You must understand it, and know how to use it in negotiations.
- Exceptions Language - Subcontractors need added words to protect against long term risks. Counterfeit Work and Airworthiness Authority ADs repairs and recalls clauses have catastrophic risks.
- Form Exceptions Clauses - Common sense responses work, and many samples are provided.
- Supplemental License Agreement - Don't bargain away your proprietary technology edge or PMA rights.\
- Hidden Catastrophic risks to counter.

## A ONE-DAY SEMINAR ON

### **O.E.M. (Global) Commercial Subcontract Major LTA Terms and Conditions**

There are several Major "high risk" clauses that are specifically troublesome for Subcontractors. There are different ways to write these clauses. This seminar will address and compare the most dangerous OEM clauses in the international aerospace market. You can negotiate with the most onerous O.E.M. by showing that the other O.E.M. clauses are more reasonable. Analysis will identify the risks in these clauses and how to reduce those risks. Key global sales terms, laws and internal policy guards will be analyzed and compared.

#### **SPECIAL CLAUSES discussed:**

- Long Term Agreements (LTA)
- Pricing & Investment
- Warranty (Indemnity, Exclusions, and Disclaimers)
- Product Support (Spares, AOG, etc)
- Choice of Law (Arbitration, Jurisdiction)
- Intellectual Property Rights, and after market spares protection
- Limitation of Liability (LOL) and Buyer carve-outs
- Parts Manufacturer Approval (PMA)
- New Cradle-to-grave Warranty Terms for Counterfeit Work, GIDEP and Airworthiness Authority (FAA, etc.) Directives
- Sample responses to "HighRisk" clauses that have been acceptable to major O.E.M.s
- Sample overriding Intellectual Property Agreements to use.