

February 29, 2016



Mr. Dustin Pitsch
OUSD (AT&L) DPAP/DARS
3060 Defense Pentagon Room 3B941
Washington, DC 20301-3060
EMAIL: osd.dfars@mail.mil

Re: RIN 0750-AI61, Defense Federal Acquisition Regulation Supplement: Network penetration Reporting and Contracting for Cloud Services (DFARS Case 2013-D018)

Dear Mr. Pitsch:

I am writing on behalf of the Association of University Export Control Officers (AUECO), an association of over 150 senior export practitioners with export compliance responsibilities at more than 100 accredited institutions of higher education in the United States. AUECO appreciates the opportunity to comment on this interim rule. We concur with the comments provided by the Council of Government Relations (COGR) and Association of American Universities (AAU).

AUECO previously responded to the National Archives and Records Administration's (NARA) proposed rule regarding Controlled Unclassified Information (CUI) (May 8, 2015), and commends the DOD for revising their position in a few notable areas. Specifically, AUECO acknowledges the additional time which has been granted to contractors in order to implement the security requirements specified by NIST SP 800-171. Additionally, AUECO acknowledges that the subcontractor requirements found in DFARS clause 252.204-7012 have been amended to require the flow down of these clauses to subcontractors only when their efforts will involve covered defense information or where operationally critical support will be provided. Notwithstanding these areas of relief, we remain concerned with some aspects of the rule that will adversely affect our industry.

It is our understanding that DFAR clauses 252.204-7008 and -7012 will be included in future contracts from the DOD. We are concerned that these clauses will be incorrectly applied to fundamental research projects that do not involve covered defense information or operationally critical support. While we recognize the intent is for the clauses to be self-deleting when neither covered defense information or operationally critical support is involved in the contract, the language should be more clearly written to state when such self-deletion (e.g. the conduct of fundamental research) may occur. A similar method was included in the 2013 revision to DFAR clause 252.204.7000 (Disclosure of Information) which has worked well.

On the other topics proposed in this docket, AUECO fully supports the positions outlined in the COGR comment letter. AUECO is appreciative of the opportunity to provide comments on this interim rule.

Sincerely,

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