<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Authority for C-0030 than Full and Open</td>
</tr>
<tr>
<td>2.</td>
<td>C-0030 Award/Contract No.</td>
</tr>
<tr>
<td>3.</td>
<td>Contract Administration Data</td>
</tr>
<tr>
<td>4.</td>
<td>Accounting and Appropriation Data</td>
</tr>
<tr>
<td>5.</td>
<td>Payment Will be Made By</td>
</tr>
<tr>
<td>6.</td>
<td>CONTRACT Information</td>
</tr>
<tr>
<td>7.</td>
<td>CONSTRUCTION PROCUREMENT REQUEST/PROR</td>
</tr>
<tr>
<td>8.</td>
<td>CERTIFICATIONS</td>
</tr>
<tr>
<td>9.</td>
<td>QUOTATION/PROMPT PAYMENT</td>
</tr>
<tr>
<td>10.</td>
<td>CONTRACT Information</td>
</tr>
<tr>
<td>11.</td>
<td>CONTRACT Information</td>
</tr>
<tr>
<td>12.</td>
<td>CONTRACT Information</td>
</tr>
</tbody>
</table>

**NOTICE**

This document contains sensitive information. Please handle with care and ensure it is properly secured.

**Important Information**

- All contracts must be reviewed by the appropriate legal department before signing.
- Any amendments to the contract must be documented and approved by the legal department.
- All suppliers must be pre-approved by the procurement department.
- All contracts must be signed by authorized personnel.

**Contract Administration**

- All contracts must be administered by the contract administrator.
- Any changes to the contract terms must be approved by the contract administrator.
- All contracts must be monitored for compliance with the terms and conditions.

**Accounting and Appropriation**

- All payments must be made according to the approved payment schedule.
- All payments must be accounted for and documented.
- Any disputes regarding payments must be resolved through the appropriate channels.

**PROMPT PAYMENT**

- All payments must be made in a timely manner.
- Any delays in payment must be reported to the procurement department.
- All payments must be documented and reconciled.

**Contract Information**

- All contracts must be stored in a secured location.
- All contracts must be easily accessible for reference.
- All contracts must be updated on a regular basis.

**Certifications**

- All contracts must be certified by the appropriate authority.
- All contracts must be reviewed for compliance with the certification requirements.
- All contracts must be renewed as necessary.

**Construction Procurement Request**

- All construction procurement requests must be reviewed by the appropriate departments.
- All construction procurement requests must be approved by the appropriate authorities.
- All construction procurement requests must be monitored for compliance.

**Conclusion**

This document contains important information regarding contract administration, accounting, and prompt payment. It is essential to review and follow these guidelines to ensure compliance and success in contract management.
### Section B - Supplies or Services and Prices

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED COST</th>
<th>FIXED FEE</th>
<th>TOTAL EST. FIXED FEE</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>DOD-N Study</td>
<td></td>
<td></td>
<td>$292,802.29</td>
</tr>
</tbody>
</table>

The Contractor shall investigate data in the optical domain networks. The Contractor shall research DOD-N Support for non-TCP Traffic by identifying sets of realistic traffic mixes of TCP and Video and extending and using OPNET simulation models of ODRs to explore DOD-N performance in accordance with the Section C Statement of Work. Data deliverable/reports on results of simulation performance studies will be provided in accordance with Sections C and P.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>FUNDING FOR DOD-N</th>
<th>AMOUNT NSP</th>
</tr>
</thead>
<tbody>
<tr>
<td>000101</td>
<td>Funding for DOD-N</td>
<td>$292,802.29</td>
</tr>
</tbody>
</table>

AO No. W237/37
ACRN AA
Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the below Statement of Work and as specified in the Contractor's proposal entitled "Data in the Optical Domain Networks", dated 13 February 2007, which is hereby incorporated by reference.

11.7. Statement of Work (SOW)

The following is an outline of the scope of the effort and the specific tasks to be performed:

• Task 1: DOD-N Support for non-TCP Traffic
  o Identify sets of realistic traffic mixes of TCP and video
  o Extend and use OPNET simulation models of ODRs to explore DOD-N performance

• Task 2: DOD-N Control Plane
  - Identify and evaluate models for DOD-N functionality within a larger IP network
  Factor in salient differences between IRIS and LASOR architectures
  - Define essential functionality for interoperability between IP and DOD-N control planes based on those models

(b) In the event of an inconsistency between the provisions of this contract and the Contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the Contractor's proposal.

(end of clause)

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall be submitted in writing, as defined in FAR 2.101, or as specified below:

   (i) Status reports
      This brief narrative, not to exceed five pages in length, shall contain the following:

      (i) For first report only, the date work actually started.
      (ii) Description of progress during the reporting period, supported by reasons for any change in approach reported previously.
      (iii) Planned activities and milestones for the next reporting period.
      (iv) Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
      (v) Notification of any changes in key personnel associated with the contract during the reporting period.
      (vi) Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
      (vii) Summary of all problems or areas of concern.
      (viii) Related accomplishments since last report.
      (ix) Fiscal status, to include reporting of summary level financial data in the following format:

      (next page)
(2) FINAL REPORT
This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. Title pages shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

The Final Technical Report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)

Technical Results

Important Findings and Conclusions
Significant Hardware Development
Special Comments
Implications for Further Research

Standard Form 298, September 1988

(b) Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

(c) Bulky Reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

(d) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting the sponsorship. In addition, a bibliography of the titles and authors of all such papers are to be included in the Final Technical Report.

(1) The cover or title page of each of the above reports or publications prepared, will have the following citation:

Sponsored by
Defense Advanced Research Projects Agency
Microsystems Technology Office (MTO)
Program: Data in the Optical Domain Networks: Systems and Performance
Issued by DARPA/CMO under Contract No. HR0011-07-C-0061

(2) The title page shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

(3) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with an appropriate Distribution Statement.

(end of clause)
Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

(a) All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination.

(end of clause)
Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at destination by the cognizant technical point of contact identified at Section C herein.

CLAUSES INCORPORATED BY REFERENCE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-8</td>
<td>Inspection Of Research And Development Cost Reimbursement</td>
<td>MAY 2001</td>
</tr>
<tr>
<td>252.246-7000</td>
<td>Material Inspection And Receiving Report</td>
<td>MAR 2003</td>
</tr>
</tbody>
</table>
Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34  F.O.B. Destination  NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1  Term of Contract

(a) The term of the contract commences on the effective date of the contract and continues through 16 February 2008.

F-2  Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with the following:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Due Date (on or before)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Interim Reports</td>
<td>Monthly (see Sec. C.2)</td>
</tr>
<tr>
<td></td>
<td>Final Report*</td>
<td>16 February 2008</td>
</tr>
</tbody>
</table>

*DD250 is required with submission of final report to government.

(end of clause)

F-3  Report Distribution

1.  (a) Defense Technical Information Center

(1) Email: TR@dtic.mil
   (one electronic copy of the Final Technical Report, if unclassified)

   OR

(2) Attn: DTIC-BCS
   8725 John J. Kingman Road, Suite 0944
   Fort Belvoir, VA 22060-0944
   (two hard copies of the Final Technical Report if unclassified)

(b) DARPA/Library
   3701 North Fairfax Drive
   Arlington, VA 22203-1714
   Email: library@darpa.mil
   (one copy of the Final Technical Report)
2. All papers and articles published as a result of DARPA-sponsored research shall include a statement reflecting the sponsorship. In addition, a bibliography of the titles and authors of all such papers are to be included in the Final Technical Report.

   (a) The cover or title page of each of the above reports or publications will have the following citation:

   
   Sponsored by  
   Defense Advanced Research Project Agency  
   Microsystems Technology Office  
   Program: 
   Issued by DARPA/CMO under Contract No. HR0011-07-C-0061

   (b) The title page shall include a disclaimer worded substantially as follows:

   "The views and conclusions in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U. S. Government."

F-4 Notice Regarding Late Delivery

   (a) In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

   (end of clause)
ACCOUNTING AND APPROPRIATION DATA

AA: 9770400 1320 W237 F7120 2525 DPAC 7 5215 S12136 63739E
AMOUNT: $292,802.29
CIN 0000000000000000000000000: $292,802.29

CLAUSES INCORPORATED BY FULL TEXT

232.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Michael D. Blackstone, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4894, e-mail: michael.blackstone@darpa.mil.

(End of clause)

G-2 Electronic Submission of Payment Requests

(b) An "Invoice as 2 in 1" document identified by contract number shall be submitted for payment directly via the Internet to Wide Area Workflow (WAWF) at https://wawf.edq.mil. Supporting details for the invoice shall be attached to the WAWF "Invoice as 2 in 1" document.

(1) For the Issue By DoDAAC and Admin DoDAAC fields, enter HR0011.

(2) For the Service Acceptor fields, enter HR0011 and Extension (enter the WAWF extension of the Contracting Officer or DARPA COR (DARPA personnel only)).

(3) Leave the Shipt By DoDAAC, Ship From Code DoDAAC and LPO DoDAAC fields blank.

(End of clause)

G-3 Delegation of Authority for Contract Administration
(a) DCMA Northern New Jersey Metro Electronics, parent organization DCMA Springfield (DoDAAC S3102A), is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.

(end of clause)

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of N/A, N/A, telephone N/A, e-mail: N/A. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

1. Constitutes additional work outside the scope of work;
2. Constitutes a change as defined in Section I contract clause entitled "Changes";
3. In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
4. Changes any of the stated terms, conditions, or specifications of the contract.

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

(a) Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources. The earliest assigned ACRN must be fully disbursed before making disbursements from a succeeding ACRN.

(end of clause)

G-6 Payment of Cost and Fee

(a) As consideration for the proper performance of work required under this contract, the Contractor shall be paid as follows:

1. Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".
2. A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)
Section H - Special Contract Requirements

CLAUSE INCORPORATED BY FULL TEXT

H-1 Contracting Officer

(a) Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

(end of clause)

H-2 Type of Contract

(a) This is a Cost Plus Fixed Fee contract.

(end of clause)

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Dissemination Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short, plain-language description of technology discussed in the material (approx. 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (703) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

(end of clause)

H-4 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined as follows:

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the
qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

(end of clause)

H-5 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

(end of clause)

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 19 April 2007 are incorporated herein by reference.

(end of clause)

H-7 Insurance Schedule

(a) The Contractor shall maintain the types of insurance listed in FAR 28.307-2 (a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

(end of clause)

H-8 Travel

(a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer. When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.

(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

(end of clause)
H-9 Metric System

(a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.

(c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.

(d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.

(e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.

(f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.

(end of clause)
## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>Definitions</td>
<td>JUL 2004</td>
</tr>
<tr>
<td>52.202-3</td>
<td>Granities</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.202-5</td>
<td>Covenant Against Contingent Fees</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.203-6</td>
<td>Restrictions On Subcontractor Sales To The Government</td>
<td>SEP 2006</td>
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<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures</td>
<td>JUL 1995</td>
</tr>
<tr>
<td>52.203-8</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
<td>JAN 1997</td>
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<tr>
<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal</td>
<td>SEP 2005</td>
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<tr>
<td>52.204-4</td>
<td>Printed or Copied Double-Sided on Recycled Paper</td>
<td>AUG 2000</td>
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<tr>
<td>52.209-6</td>
<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</td>
<td>SEP 2006</td>
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<tr>
<td>52.215-17</td>
<td>Waiver of Facilities Capital Cost Of Money</td>
<td>OCT 1997</td>
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<tr>
<td>52.216-7</td>
<td>Allowable Cost And Payment</td>
<td>DEC 2002</td>
</tr>
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<td>52.216-8</td>
<td>Fixed Fee</td>
<td>MAR 1997</td>
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<tr>
<td>52.219-7</td>
<td>Notice Of Partial Small Business Set-Aside</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.219-8</td>
<td>Utilization Of Small Business Concerns</td>
<td>MAY 2004</td>
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<td>52.222-3</td>
<td>Convict Labor</td>
<td>JUN 2003</td>
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<td>52.222-21</td>
<td>Prohibition Of Segregated Facilities</td>
<td>FEB 1999</td>
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<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>MAR 2007</td>
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<td>52.222-36</td>
<td>Affirmative Action For Workers With Disabilities</td>
<td>JUN 1998</td>
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<tr>
<td>52.222-37</td>
<td>Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans</td>
<td>SEP 2006</td>
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<td>52.222-39</td>
<td>Notification of Employee Rights Concerning Payment of Union Dues or Fees</td>
<td>DEC 2004</td>
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<td>52.223-14</td>
<td>Toxic Chemical Release Reporting</td>
<td>AUG 2003</td>
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<td>52.226-1</td>
<td>Utilization Of Indian Organizations And Indian-Owned Economic Enterprises</td>
<td>JUN 2000</td>
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<td>52.227-2</td>
<td>Notice And Assistance Regarding Patent And Copyright Infringement</td>
<td>AUG 1996</td>
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<td>52.232-23 Alt</td>
<td>Assignment of Claims (Jan 1986) - Alternate I</td>
<td>APR 1984</td>
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<td>52.232-25</td>
<td>Prompt Payment</td>
<td>OCT 2003</td>
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<td>52.232-33</td>
<td>Payment by Electronic Funds Transfer--Central Contractor Registration</td>
<td>OCT 2003</td>
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<td>52.233-1</td>
<td>Disputes</td>
<td>JUL 2002</td>
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<td>52.233-3</td>
<td>Protest After Award</td>
<td>AUG 1996</td>
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<td>52.242-1</td>
<td>Notice of Intent to Disallow Costs</td>
<td>APR 1984</td>
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<td>52.242-4</td>
<td>Certification of Final Indirect Costs</td>
<td>JAN 1997</td>
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<td>52.242-13</td>
<td>Bankruptcy</td>
<td>JUL 1995</td>
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<td>52.243-2</td>
<td>Changes--Cost-Reimbursement</td>
<td>AUG 1987</td>
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<tr>
<td>52.243-3</td>
<td>Changes and Changed Conditions</td>
<td>APR 1984</td>
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<tr>
<td>52.244-6</td>
<td>Subcontracts for Commercial Items</td>
<td>MAR 2003</td>
</tr>
<tr>
<td>52.245-5</td>
<td>Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>52.245-9</td>
<td>Use And Charges</td>
<td>AUG 2003</td>
</tr>
<tr>
<td>52.249-6</td>
<td>Termination (Cost Reimbursement)</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>52.249-14</td>
<td>Excusable Delays</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>
52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause,
the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2461(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications under such filing has been prohibited by a Sovereignty Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above, the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);
(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above, provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to contract right to world in geographical areas Regulations Contractor shall subcontract to disclose promptly the format of the subject invention to the Federal agency. Before revocation or modification of the license, the contractor shall furnish to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government.
support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention.

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first, in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.
(3) In the case of subcontractors, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(b) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensees or assignees to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, its assignee, or exclusive licensees of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensees refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

All written notifications/reports required by this clause shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website (http://i-edison.info.nih.gov/iEdison).

Final patent report will be submitted in hard copy to the Administrative Contracting Officer (ACO) and Procurement Contract Officer (PCO) designated herein until such time that iEdison allows for electronic submission.
(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under
other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIA TION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIA TION)" after the name of the regulation.

(End of clause)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.  
F00001

3. EFFECTIVE DATE  
25-May-2007

4. REQUISITION/PURCHASE REQ. NO.  
W2077677

5. PROJECT NO.(If applicable)

6. ISSUED BY CODE  
HR001:1

7. ADMINISTERED BY (Other than item 6) CODE  
S3101A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
TELCORDIA-WINGOLOGIES INC  
WILLIAM MONKOWSKI  
ONE TELECORDIA DR  
PLAINVIEW NY 11803-6167

9A. AMENDMENT OF SOLICITATION NO.  

9B. DATED (SEE ITEM 11)  
X 10A. MOD. OF CONTRACT/ORDER NO.  
F0001-07-C-0061  
X 10B. DATED (SEE ITEM 13)  
16-May-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of an offer is extended; ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/OORDERS IT MODIFIES THE CONTRACT/OORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/OORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: elain07741
The purpose of this modification is to appoint a Contracting Officer's Representative to the Contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
MICHAEL D. BLACKSTONE /PCO

15B. CONTRACTOR/OFFEROR  
TELCORDIA-WINGOLOGIES INC

15C. DATE SIGNED  
25-May-2007

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
MICHAEL D. BLACKSTONE /PCO

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED  
25-May-2007

STANDARD FORM 30 (Rev: 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

30-105-04

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84
SUMMARY OF CHANGES

1. SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified/added as highlighted in bold:

F-3 Report Distribution

Added:

(f) DARPA/MTO
Attn: Wayne Chang
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: wchang@arl.army.mil

Note 1: Hard copy distribution to those persons in C through F shall be for the final report only.

(end of clause)

2. SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified in bold:

G-4 Contracting Officer’s Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Wayne Chang, Contracting Officer’s Representative, telephone 301-394-5798, e-mail: wchang@arl.army.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor’s obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

(1) Constitutes additional work outside the scope of work;

(2) Constitutes a change as defined in Section 1 contract clause entitled “Changes”;

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

(4) Changes any of the stated terms, conditions, or specifications of the contract.

(end of clause)

3. Except as modified above, the terms and conditions of Contract No. HR0011-07-C-0061 shall remain unchanged and in full force and effect.
(End of Summary of Changes)