

# TECHNOLOGY INVESTMENT AGREEMENT

Between  
**AGILENT TECHNOLOGIES, INC.**  
5301 Stevens Creek Blvd.  
Santa Clara, CA 95052

and

**THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY**  
3701 North Fairfax Drive  
Arlington, VA 22203-1714

Concerning  
**PANOPTIC ANALYSIS OF CHEMICAL TRACES (PACT)**

Agreement No.: HR0011-09-3-0003

ARPA Order No.: Y173/00

Effective Date of Agreement: Date of Government Signature

Total Estimated Amount of the Agreement: \$ 17,294,957.00

Total Estimated Government Funding of the Agreement: (b)(4)

Contractor Share Contribution

Funds Obligated:

Recipient Identification Numbers/Codes:

Authority: 10 U.S.C. § 2371

Line of Appropriation:

ACRN FUNDING LINE

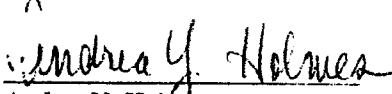
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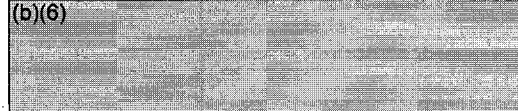
(For Invoicing Purposes – See Attachment 3 for CLIN/Milestone/ACRN Association)

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by The Defense Advanced Research Projects Agency (DARPA), and Agilent Technologies, Inc. (hereinafter "Agilent") pursuant to and under U.S. Federal law.

FOR AGILENT TECHNOLOGIES, INC.

FOR THE UNITED STATES OF AMERICA,  
THE DEFENSE ADVANCED RESEARCH PROJECTS  
AGENCY

  
Andrea Y. Holmes  
Senior Manager, Government Contracts

(b)(6)  


Robin M. Swatloski  
Agreements Officer  
Contracts Management Office

June 15, 2009  
(Date)

June 17, 2009  
(Date)

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**ARTICLE I: SCOPE OF THE AGREEMENT****A. Background**

The research being conducted under this Agreement is in support of DARPA's Panoptic Analysis of Chemical Traces (PACT) program. The PACT program will develop high-throughput analysis methods that quantitatively and exhaustively catalog the constituents of complex gas mixtures obtained from strategically important sampling locations. The system will accurately identify and rank the amounts of all components from an established library of materials and quantify the extent to which materials not in the library are present. The system will accept gas mixtures whose individual analytes range in quantity from  $5 * 10^{-11}$  moles to  $5 * 10^{-5}$  moles, and it will be able to resolve mixtures with up to the full number of analytes in the reference library.

The ultimate objective of the program is to develop a capability for comprehensive analysis of up to one hundred thousand samples per eight-hour shift at a total cost of \$0.10 per sample. Total costs will include amortization of capital equipment cost over ten years at 5% interest, electrical power, and all consumable supplies necessary for operation of the system (excluding labor). This capability would revolutionize the understanding of the chemical environment and enable routine chemical mapping of strategically and tactically important regions.

Should the efforts of the PACT program prove successful, Agilent would expect to commercialize the technology through their normal product development process should a suitable commercial market be identified. The military community would be able to purchase this technology through their normal sales channels.

(b)(4)

estimated cost for Phase I is \$17,294,957.00.

The total

(b)(4)

(b)(4)



(b)(4)

The work for all three Phases of the PACT program will be conducted by Agilent Technologies, Inc. at its corporate research facility, Agilent Laboratories, located in Santa Clara, California.

## **B. Definitions**

In this Agreement, the following definitions apply:

**Agreement:** The body of this Agreement and Attachments 1 through 8, which are expressly incorporated in and made a part of the Agreement.

**Agreements Officer:** The Government's principle point of contact for all contractual, administrative, and financial issues arising under the Agreement.

**Agreement Officer's Representative:** The Government's technical representative charged with overall responsibility for review and verification of completion of Payable Milestones and the Statement of Work, including amendments or modifications

**Contractor:** Agilent Technologies, Inc.

**Government:** The United States of America, as represented by DARPA

**Parties:** The United States of America, hereinafter called the Government, represented by The Defense Advanced Research Projects Agency (DARPA), and Agilent Technologies, Inc. (hereinafter "Agilent").

**Program:** "Panoptic Analysis of Chemical Traces (PACT)" research being conducted by Agilent as described in the Attachment 1 Statement of Work.

## **C. Scope**

1. Agilent shall be responsible for performance of the work set forth in the Statement of Work (SOW) and Schedule of Payment and Payable Milestones incorporated in this Agreement as Attachments 1 and 3. Formal deliverables under this Agreement are listed below. Agilent shall submit or otherwise provide all documentation required by Attachment 2, Report Requirements, or as otherwise stipulated in the Agreement.

## **PHASE 1**

(b)(4)



100 challenge samples provided by DARPA.



(b)(4)

100

challenge samples provided by DARPA.

(b)(4)



## PHASE 2

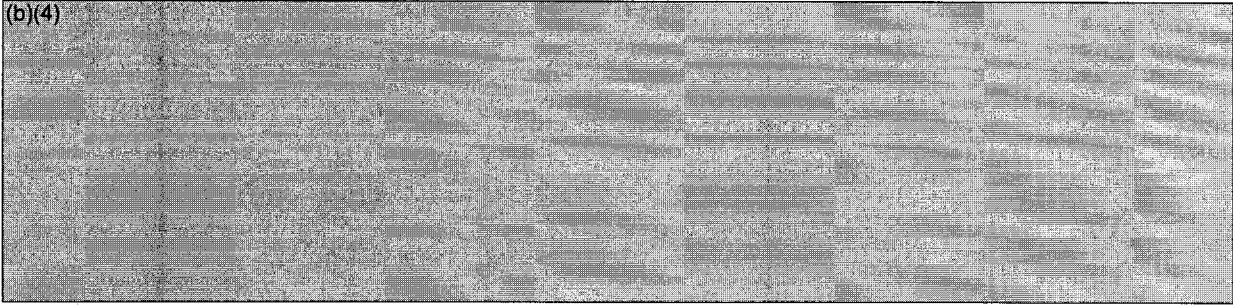


(b)(4)

300 challenge samples provided by DARPA.

**PHASE 3**

(b)(4)

**2. TECHNICAL MILESTONES (GO/NO-GO):**

The technical go/no-go milestones identified in Attachments 1-3 shall be accomplished by Agilent as a prerequisite to receiving DARPA approval and funding to proceed with the subsequent PACT research activities.

No fee or cost of money is authorized under this Agreement. Agilent shall be paid for each Payable Milestone accomplished in accordance with the Schedule of Payments and Payable Milestones set forth in Attachment 3 and the procedures of Article V. Both the Schedule of Payments and Payable Milestones and the Funding Schedule of Attachment 4 may be revised or updated in accordance with Article III (C) Modifications.

**D. Goals / Objectives**

1. The goal of this Agreement is for Agilent to address DARPA's needs in the advancement of novel Gas Identification technology, development of high-throughput gas identification system, and improvement of forensic identification of unknown gas phase compounds.

2. The Government will have continuous involvement with Agilent. The Government will obtain access to Program results and certain rights in data and patents pursuant to Articles VII and VIII. DARPA and Agilent are bound to each other by a duty of good faith in achieving the Program objectives.

3. This Agreement is an "other transaction" pursuant to 10 U.S.C. § 2371. The Parties agree that the principal purpose of this Agreement is for the Government to support and stimulate Agilent to provide its best efforts in advanced research and technology development and not for the acquisition of property or services for the direct benefit or use of the Government. This Agreement is not a procurement contract, grant, or cooperative agreement. This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

**ARTICLE II: TERM**

**A. Term of this Agreement**

1. Phase 1 commences on the date of the last signature on this agreement and continues through 24 months thereafter. The period of performance for Phase 2 and Phase 3 options will be determined at time of option award.

2. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than that specified herein, shall be given effect only to the extent defined herein and may be terminated for cause as set forth in this paragraph and paragraph B below.

**B. Termination Provisions**

1. The Government may terminate this Agreement by written notice to Agilent, if insufficient funds are available to the Government. Either party may terminate this agreement upon the material breach thereof by the other party, or after acceptance of the written request of the other party to terminate. Subject to a reasonable determination that the program will not produce beneficial results commensurate with the expenditure of resources, either Party may terminate this Agreement by written notice to the other Party, provided that such written notice is preceded by consultation between the Parties. If a determination is made that it is no longer in its best interest, Agilent may request Agreement termination by giving the Government sixty (60) days written notification of their intent to do so. If Agilent decides to request termination of this Agreement, approval by the Government shall not be unreasonably withheld. In the event of a termination of the Agreement, the Parties agree that disposition of Subject Inventions and Data first developed under this Agreement shall be in accordance with the provisions set forth in Articles VII, Patent Rights, and VIII, Data Rights. The Government, acting through the Agreements Officer, and Agilent will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination. The Government has no obligation to pay for any milestones to Agilent, beyond the last completed Payable Milestone, if Agilent decides to terminate. Upon termination by the Government, Agilent may be reimbursed for reasonable cancellation charges and any reasonable loss on outstanding commitments that Agilent is unable to cancel, provided that the Government Agreement Officer concludes that Agilent exercised reasonable diligence in diverting such commitments upon notification of termination from the Government. The Parties expressly agree that, under no circumstances whatsoever, shall Agilent's termination liability exceed the costs it has incurred at the time of termination or shall Government's termination liability exceed the level of funds allotted to the Agreement at the time of Agreement termination. Failure of the Parties to agree to a reasonable adjustment will be resolved pursuant to Article VI, Disputes.

2. Subparagraph B.2 of Article V "Obligation and Payment," paragraph C of Article VI "Disputes," and Articles VII "Patent Rights," VIII "Data Rights," IX "Foreign Access to Technology," X "Export Control," XIV "Order of Precedence," XV "Execution," and XVI "Applicable Law," shall survive termination of this Agreement.

**C. Extending the Term**

The Parties may extend by mutual written agreement the term of this Agreement if funding availability and research opportunities reasonably warrant. Any extension shall be formalized through modification of the Agreement by the Agreements Officer and the Agilent Administrator.

### **ARTICLE III: MANAGEMENT OF THE PROJECT**

#### **A. Management and Program Structure**

Agilent shall be responsible for the overall technical and program management of the Program, and technical planning and execution shall remain with Agilent insofar as it is consistent with the other provisions of this Agreement. The DARPA Agreements Officer's Representative, in consultation with the DARPA Program Manager, shall provide recommendations to program developments and technical collaboration and be responsible for the review and verification of the payable milestones.

#### **B. Program Management Planning Process**

Program planning will consist of a milestone based Program Plan ("the Program Plan") with inputs and review from Agilent and the DARPA Agreements Officer's Representative, in consultation with the DARPA Program Manager, containing the detailed schedule of research activities and payable milestones in Attachment 3. The Program Plan will consolidate adjustments in the research schedule, including mutually agreed to revisions/modifications to payable milestones at each payable milestone event. Agilent will submit technical status and business status reports to DARPA in accordance with Attachment 2 in order to update DARPA on Contractor's performance under the Agreement.

1. Initial Program Plan: Agilent will follow the initial program plan that is contained in the Statement of Work (Attachment 1), and the Schedule of Payments and Payable Milestones (Attachment 3).

##### **2. Overall Program Plan Review**

(a) Agilent, with DARPA Agreements Officer's Representative review, in consultation with the DARPA Program Manager, will prepare an overall milestone based Program Plan. The Program Plan will be presented and reviewed with submittal of each payable milestone in Attachment 3, which will be attended by Agilent management, the DARPA Agreements Officer's Representative, Senior DARPA management, as appropriate, and other DARPA program managers and personnel as appropriate. Agilent, with DARPA participation and review, will prepare a final Program Plan.

(b) The Program Plan provides a detailed schedule of research activities, commits Agilent to use its best efforts to meet specific performance objectives, includes forecasted expenditures, and describes the Payable Milestones, consistent with the provisions of

this Agreement. The Program Plan will consolidate all prior adjustments in the research schedule, including changes to payable milestones. Recommendations for modifications to the Agreement which result from the Program Review shall be made in accordance with the provisions of Article III, Section C.

### 3. Final Program Plan Review

The Final Program Plan and review of the Final Program Plan provides a detailed schedule of research activities and describes the Payable Milestones, consistent with the provisions of this Agreement. The Final Program Plan will consolidate all prior adjustments in the research schedule, including changes to payable milestones. Recommendations for the next Phase shall be provided at this final review.

### C. Modifications

1. As a result of milestone based reviews, or at any time during the term of the Agreement, research progress or results may indicate that a change in the Statement of Work and/or the Payable Milestones, would be beneficial to Program objectives. Recommendations for modifications, including justifications to support any changes to the Statement of Work and/or the Payable Milestones, will be documented in a letter and submitted by Agilent to the DARPA Agreements Officer's Representative with a copy to the DARPA Agreements Officer. This documentation letter will detail the technical, chronological, and financial impact of the proposed modification to the Program. The DARPA Agreements Officer's Representative shall be responsible for the review and verification of any recommendations to revise or otherwise modify the Agreement Statement of Work, Schedule of Payments or Payable Milestones, or other proposed changes to the terms and conditions of this Agreement. If the Agreements Officer approves the modification, it shall come into effect only after being reduced to writing and signed by both Parties. The Government is not obligated to pay for additional or revised Payable Milestones until the Payable Milestones Schedule (Attachment 3) is formally revised by the DARPA Agreements Officer and made part of this Agreement. Other than minor modifications defined in subparagraph C.2., below, or modifications that do not materially affect the Government, all modifications to this Agreement may be made only in accordance with the procedure described in this subparagraph C.1.

2. For minor or administrative Agreement modifications (e.g. changes in the paying office or appropriation data, changes to Government or Agilent personnel identified in the Agreement or other changes reasonably determined by the DARPA Agreements Officer to be strictly administrative in nature) no signature is required by Agilent.

3. The Government will be responsible for effecting all modifications to this Agreement.

## ARTICLE IV: AGREEMENT ADMINISTRATION

1. Unless otherwise provided in this Agreement, approvals permitted or required to be made by DARPA may be made only by the DARPA Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties.

A. Government Points of Contact.

Robin M. Swatloski  
DARPA Agreements Officer  
DARPA/CMO  
3701 N. Fairfax Drive  
Arlington, VA 22203-1714  
Phone: (571) 218-4542  
Fax: (703) 741-7801  
Email: [robin.swatloski@darpa.mil](mailto:robin.swatloski@darpa.mil)

Peter Haaland  
DARPA Program Manager  
DARPA/STO  
3701 N. Fairfax Drive  
Arlington, VA 22203-1714  
Phone: (703) 248-1517  
Fax: (703) 516-8758  
Email: [peter.haaland@darpa.mil](mailto:peter.haaland@darpa.mil)

Dr. Kevin John Johnson  
Agreement Officer's Representative (AOR)  
Naval Research Laboratory  
4555 Overlook Avenue, SW  
Chemistry Division, Code 6181  
Building 207, Room 302A  
Washington, DC 20375-5342  
Phone: 202.404.5407  
Fax: 202.767.1716  
Email: [kevin.johnson@nrl.navy.mil](mailto:kevin.johnson@nrl.navy.mil)

Richard Parnacott  
Administrative Agreements Officer (AAO)  
DCMA Northern California (S0507A) P.O. Box 232  
700 East Roth Road, Bldg. 330 (Lathrop, CA)  
French Camp, CA 95231-0232  
Phone: (209) 941-7002  
Fax: (209) 941-7901  
Email: [Richard.Parnacott@dcma.mil](mailto:Richard.Parnacott@dcma.mil)

Payment Office:

DFAS Columbus (HQ0339)  
DFAS-CO/WEST Entitlement Operations  
P.O. Box 182381  
Columbus, OH 43218-2381  
Phone: 1-800-756-4571

B. Contractor Points of Contact.

Dr. Carl Myerholtz  
Manager, Molecular Detection Laboratory  
Agilent Laboratories  
5301 Stevens Creek Blvd. Ms: 4U  
Santa Clara, CA 95052  
Phone: 408-553-2552  
Fax: 408-553-3677  
Email: [carl\\_myerholtz@agilent.com](mailto:carl_myerholtz@agilent.com)

Andrea Y. Holmes  
Agilent Senior Manager, Government Contracts  
5301 Stevens Creek Blvd. MS: 1B-LA  
Santa Clara, CA 95052  
Phone: 408-553-7997  
Fax: 408-553-2088  
Email: [andrea\\_holmes@agilent.com](mailto:andrea_holmes@agilent.com)

Each party may change its representatives named in this Article by written notification to the other party. The Government will effect the change as stated in item C.2 of Article III above.

2. The DCMA Administrative Agreement's Officer (AAO) is hereby delegated the responsibility to represent the Government as an Agreements Administrator for the following:

- (a) Coordinate with AOR on processing/accepting Invoices through Wide Area Workflow
- (b) Participate in program reviews and/or other equivalent meetings
- (c) Performing property administration, as required
- (d) Monitoring cost share, emphasis on year end status
- (e) Tracking of total expenditures
- (f) Coordinate with the AOR and DARPA Legal Sciences Office (LSO) regarding processing of patent communications (reports, notices, etc, entered via i-edition)
- (g) Foreign access approvals
- (h) Changes (without \$\$)
- (i) Ensuring timely submission of required reports
- (j) Executing administrative closeout procedures
- (k) Terminations - Equitable adjustment decisions
- (l) Duty - Free Entry Assistance



- (m) Performing other administration functions as delegated by applicable cross-servicing agreements or letters of delegation.
- (n) Changes to the period of performance where there is no change to the total estimated cost.

Copies of business related documents referenced in the aforementioned are to be sent to Agreements Administrator.

## **ARTICLE V: OBLIGATION AND PAYMENT**

### **A. Obligation**

1. This is a fixed-support Technology Investment Agreement. The Government's liability to make payments to Agilent is limited to only those funds obligated under the Agreement or by modification to the Agreement. The Government may obligate funds to the Agreement incrementally.
2. If modification becomes necessary in performance of this Agreement, pursuant to Article III, paragraph C, the DARPA Agreements Officer and Agilent Administrator shall execute a revised Schedule of Payable Milestones consistent with the then current Program Plan; however, in no event shall the Government's Estimated Funding Amount exceed that indicated herein unless the result of a mutually agreed to change in the Attachment 1 Statement of Work.
3. Funds in the amount of (b)(4) are obligated and available for payment at the time of execution of this Agreement. It is estimated that obligated funds shall be sufficient to cover all areas of performance for the first two (2) months of performance

### **B. Payments**

1. Agilent has agreed to maintain an established accounting system that complies with Generally Accepted Accounting Principles and the requirements of this Agreement, and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for Federal funds. An acceptable accounting system is one in which all cash receipts and disbursements are controlled and documented properly.
2. Agilent shall document the accomplishments of each Payable Milestone by submitting or otherwise providing the Payable Milestones Report required by Attachment 2, Part B to the AOR for approval. It is recognized that the accounting of current expenditures reported in the "Business Status Report" submitted in accordance with Attachment 2, Part B is not necessarily intended or required to match the Payable Milestones until submission of the Final Report; however, payable milestones will be revised during the course of the program to reflect current and revised projected expenditures. Except upon agreement between the parties, Payable Milestones will not be revised retroactively. Upon receiving the AOR's written approval of the Payable Milestone report, which shall be made within fourteen (14) calendar days of receipt, Agilent shall submit an invoice for the associated milestone via Wide Area Workflow as indicated at paragraph five (5) below. If deemed necessary by the Agreements Officer, the

Government reserves the right to require reconciliation of Government funding with actual Agilent contributions prior to payment of Milestone Numbers 1-6.

3. Payments shall be made in the amounts set forth in Attachment No. 3, provided the DARPA Agreements Officer's Representative has verified the accomplishment of the Payable Milestones.

4. Limitation of Funds: In no case shall the Government's financial liability exceed the amount obligated under this Agreement.

5. Payments will be made by the cognizant Defense Agencies Financial Services office, as indicated below, within fifteen (15) calendar days of an accepted invoice in Wide Area Workflow (WAWF) to the address of the Contractor set forth below.

Address of Payee:

(b)(4)



Wide Area Workflow (WAWF) is a secure web-based system for electronic invoicing, receipt and acceptance. The WAWF application enables electronic form submission of invoices, government inspection, and acceptance documents in order to support DoD's goal of moving to a paperless acquisition process. Authorized DoD users are notified of pending actions by e-mail and are presented with a collection of documents required to process the contracting or financial action. It uses Public Key Infrastructure (PKI) to electronically bind the digital signature to provide non-reputable proof that the user (electronically) signed the document with the contents. Benefits include online access and full spectrum view of document status, minimized re-keying and improving data accuracy, eliminating unmatched disbursements and making all documentation required for payment easily accessible.

Agilent is required to utilize the Wide Area Workflow system when processing invoices and receiving reports under this Agreement. Agilent shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within thirty (30) calendar days after award of this Agreement. Step by Step procedures to register are available at the <https://wawf.eb.mil> site. Agilent is directed to use the "Grant/ Cooperative Agreement Invoice" format when processing invoices.

- a. For the Issue By DoDAAC enter HR0011
- b. For the Admin DoDAAC, Ship To and Service Acceptor fields, enter DoDAAC S0507A
- c. Leave the Inspect by DoDAAC, Ship From Code DoDAAC and LPO DoDAAC fields blank unless otherwise directed by the Agreements Officer or Administrative Agreements Officer.
- d. The following guidance is provided for invoicing processed under this Agreement through WAWF:

- The AOR identified at Article IV "Agreement Administration" shall continue to formally inspect and accept the deliverables/payable milestones. To the maximum extent practicable, the AOR shall review the deliverable(s)/payable milestone report(s) and either: 1) provide a written notice of rejection to Agilent which includes feedback regarding deficiencies requiring correction or 2) written notice of acceptance to the Administrative Agreements Officer (AAO), Agreements Officer, and Agilent.
- Acceptance within the WAWF system shall be performed by the cognizant AAO upon receipt of a confirmation email, or other form of transmittal, from the AOR.
- Agilent shall send an email notice to the AOR upon submission of an invoice in WAWF (this can be done from within WAWF).
- The AAO will have WAWF forward copies of the processed acceptance to the Agreements Officer at the email address indicated at Article IV (this can be done from within WAWF).
- Payments shall be made by DFAS-West Entitlement Operations (DoDDAC HQ0339).
- Agilent agrees, when entering invoices entered in WAWF to utilize the CLINs associated with each payable milestone as delineated at Attachment 3. The description of the CLIN shall include reference to the associated milestone number along with other necessary descriptive information. AGILENT agrees that the Government may reject invoices not submitted in accordance with this provision.

**Note for DFAS: The Agreement shall be entered into the DFAS system by CLIN – Milestone association as delineated at Attachment 3. The OT Agreement is to be paid out by CLIN – Milestone association. Payments shall be made using the CLIN (MS)/ACRN association.**

6. **Financial Records and Reports:** Agilent shall maintain adequate records to account for Federal funds received and expended under this Agreement. Upon completion or termination of this Agreement, whichever occurs earlier, Agilent shall furnish to the Agreement Officer a copy of the final financial report required by Attachment 2, which shall include an accounting of program expenditures. It is understood that where the labor component of Agilent's costs is based upon hourly commercial labor rates agreed to by the Government and indicated in Attachment 6, any examination or audit of the labor component of costs shall be limited to a review of hours worked, and shall not include a review of the rates. Furthermore, it is understood that adequate records may include a timekeeping record system created and maintained specifically for this Agreement and not part of Agilent general accounting records.

7. **Anti-Deficiency Act Compliance:** In accordance with 31 USC, SUBTITLE II, an officer or employee of the United States Government may not make or authorize an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involve the Government in a contract or obligation for the payment of money before an appropriation is made, unless authorized by law. To the extent required by this law,

the Government's liability to make payments to Agilent is limited to only to those funds obligated or a modification or extension thereof to the Agreement.

## **ARTICLE VI: DISPUTES**

### **A. General**

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

### **B. Dispute Resolution Procedures**

1. Any disagreement, claim or dispute between the Government and Agilent concerning questions of fact or law arising from or in connection with this Agreement, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

2. Whenever, disagreements, claims or disputes arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall, disagreement, claim, or dispute which arose more than three (3) months prior to the notification made under subparagraph B.3 of this Article constitute the basis for relief under this Article, unless the Director of DARPA, in the interests of justice, waives this requirement.

3. Failing resolution by mutual agreement, the aggrieved Party shall document the disagreement, claim, or dispute by notifying the other Party (through the DARPA Agreements Officer as the case may be) in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by the DARPA Senior Procurement Executive and senior executive (no lower than Vice President level) appointed by Agilent. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The DARPA Senior Procurement Executive and the senior executive shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.

4. In the absence of a joint decision, upon written request to the Director of DARPA, made within thirty (30) calendar days of the expiration of the time for a decision under subparagraph B.3 above, the dispute shall be further reviewed. The Director of DARPA and a senior executive of Agilent (no lower than Vice President level) shall jointly conduct this review. Following the review, the Director of DARPA or designee will resolve the issue(s) and notify the Parties in writing. Such resolution is not subject to further administrative review and, to the extent permitted by law, shall be final and binding.

## **ARTICLE VII: PROTECTION OF SUBJECT INVENTIONS (PATENT RIGHTS)**

**A. Definitions**

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
2. "Made" when used in relation to any Invention means the conception or first actual reduction to practice of such Invention.
3. "Subject Invention" means any Invention conceived or first actually reduced to practice in the performance of work under this Agreement.
4. "License" means the right to make, have made, use, have used, lease, offer for sale, sell and/or otherwise transfer any machine, article of manufacture or composition of matter and to practice or have practiced any process.

**B. Allocation of Principal Rights**

Unless Agilent shall have notified DARPA (in accordance with subparagraph C.2 below) that Agilent does not intend to retain title, Agilent shall retain the entire right, title, and interest throughout the world to each Subject Invention consistent with the provisions of this Article and 35 U.S.C. § 202 and 203.

With respect to any Subject Invention in which Agilent retains title, DARPA shall have a nonexclusive, nontransferable, irrevocable, paid-up License to practice or have practiced on behalf of the United States the Subject Invention throughout the world for Government Purposes only.

**C. Invention Disclosure, Election of Title, and Filing of Patent Application**

1. Agilent shall disclose each Subject Invention to DARPA within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to DARPA shall be in the form of a written report and shall identify the Agreement under which the Subject Invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, sale, or public use of the Subject 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. Agilent shall also submit to DARPA an annual listing of Subject Inventions.

2. If Agilent determines that it does not intend to retain title to a certain Subject Invention, Agilent shall notify DARPA in writing of such election, which shall be provided to DARPA within fifteen (15) months of disclosure of that Subject Invention. However, in any case where publication, sale, or public use has initiated the one-year statutory period wherein

valid patent protection can still be obtained in the United States, Agilent shall make such election and shall give written notice to DARPA not less than sixty (60) calendar days prior to the end of the statutory period.

3. Agilent shall file its initial US patent application on a Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. Agilent may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under this paragraph, may, at the discretion of DARPA, and after considering the position of Agilent, be granted. If, in the judgement of DARPA, the request for extension is consistent with the intent of this Agreement and based on a sound business rationale, the approval of the Government for a reasonable time extension shall not be withheld.

5. All required Subject Invention and patent-related reporting shall be accomplished, to the extent possible, using the i-Edison reporting website <https://s-edison.info.nih.gov/iEdison/>. Agilent shall upload Form DD 882 for Subject Invention certifications and subcontractor identification in connection with its annual reporting, whenever possible. To the extent any such reporting cannot be carried out by use of i -Edison, reports and communications shall be submitted to the DARPA Agreements Officer and Administrative Agreements Officer.

#### **D. Conditions When the Government May Obtain Title**

Upon DARPA's written request, Agilent shall convey title to any Subject Invention to DARPA under any of the following conditions:

1. If Agilent fails to disclose or elects not to retain title to the Subject Invention within the times specified in paragraph C of this Article; provided, that DARPA may only request title within sixty (60) calendar days after learning of the failure of Agilent to disclose or elect within the specified times.

2. In those countries in which Agilent fails to file patent applications within the times specified in paragraph C of this Article; provided, that if Agilent has filed a patent application in a country after the times specified in paragraph C of this Article, but prior to its receipt of the written request by DARPA, Agilent shall continue to retain title in that country; or

3. In any country in which Agilent decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

#### **E. Minimum Rights to Agilent and Protection of Agilent's Right to File**

1. Agilent shall retain a nonexclusive, royalty-free License throughout the world in each Subject Invention to which the Government obtains title, except if Agilent fails to disclose the invention within the times specified in paragraph C of this Article. The Agilent License extends to the worldwide subsidiaries and affiliates, if any, within the corporate structure of which Agilent is a party and includes the right to grant Licenses of the same scope to the extent that Agilent was legally obligated to do so at the time the Agreement was awarded. The License is transferable only with the approval of DARPA, except when transferred to the successor of that part of the business to which the invention pertains. DARPA approval for such License transfer shall not be unreasonably withheld.

2. The Agilent worldwide License may be revoked or modified by DARPA to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive License submitted consistent with appropriate provisions at 37 CFR Part 404. This License shall not be revoked in that field of use or the geographical areas in which Agilent 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 DARPA to the extent Agilent, its Licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the License, DARPA shall furnish Agilent a written notice of its intention to revoke or modify the License, and Agilent shall be allowed thirty (30) calendar days (or such other time as may be authorized by DARPA for good cause shown) after the notice to show cause why the License should not be revoked or modified.

**F. Action to Protect the Government's Interest**

1. Agilent agrees to execute or to have executed and promptly deliver to DARPA all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which Agilent elects to retain title, and (ii) convey title to DARPA when requested under paragraph D of this Article and enable the Government to obtain patent protection throughout the world in that Subject Invention.

2. Agilent agrees to require its employees working on the program, 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 Agilent each Subject Invention made under this Agreement, so that Agilent can comply with the disclosure provisions of paragraph C of this Article.

3. Agilent shall promptly notify DARPA of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

4. Agilent shall 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 Agreement No. HR0011-09-3-0003 awarded by DARPA. The Government has certain rights in the invention."

#### **G. Lower Tier Agreements**

Agilent shall include this Article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work. Agilent shall ensure that the rights granted to the Government herein are also enforceable against all subcontractors and lower tiers.

#### **H. Reporting on Utilization of Subject Inventions**

1. Agilent agrees to submit, during the term of the Agreement, an annual report on the utilization of all Subject Invention and on efforts at obtaining such utilization that is being made by Agilent 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 Agilent, and such other data and information as the agency may reasonably specify. Agilent also agrees to provide additional reports as may be requested by DARPA in connection with any march-in proceedings undertaken by DARPA in accordance with paragraph J of this Article. Consistent with 35 U.S.C. § 202(c) (5), DARPA agrees it shall not disclose such information to persons outside the Government without permission of Agilent.

2. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website <https://s-edison.info.nih.gov/iEdison/>. To the extent any such reporting cannot be carried out by use of iEdison, reports and communications shall be submitted to the Agreements Officer and Administrative Agreements Officer.

#### **I. Preference for American Industry**

Notwithstanding any other provision of this clause, Agilent agrees that it shall not grant to any person other than Agilent Affiliates the exclusive right to use or sell any Subject Invention in the United States or Canada unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by DARPA upon a showing by Agilent 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**

Agilent agrees that, with respect to any Subject Invention in which it has retained title, DARPA has the right to require Agilent, an assignee, or exclusive licensee of a Subject Invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Agilent, assignee, or exclusive licensee refuses such a request, DARPA has the right to grant such a license itself if DARPA determines that:



1. Such action is necessary because Agilent or assignee has not taken or is not expected to take within a reasonable time, effective steps, consistent with the intent of this Agreement, to achieve practical application of the Subject Invention;
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Agilent, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by Agilent, assignee, or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this Article 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.

The parties agree that the procedures set forth at 37 CFR 401.6 shall govern the exercise of march-in-rights under this article.

**K. Authorization and Consent and Notice and Assistance**

FAR 52.227-1, Authorization and Consent (JUL 1995) with Alternate 1 (APR 1984), and FAR Clause 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) are hereby incorporated by reference. No other provisions of the FAR or DFARS apply or are intended to apply to interpretation or construction of this Agreement or to performance hereunder.

**ARTICLE VIII: DATA RIGHTS**

**A. Definitions**

1. "Government Purpose Rights", as used in this Article, means rights to use, modify, reproduce, release, perform, display, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only. Government purposes include competitive procurement, but do not include the right to have or to permit others to use, modify, reproduce, release, or disclose Data for commercial purposes, unless the Data has been delivered to the Government in accordance with the March-in process specified in subparagraphs B.2 and B.3 of this Article.
2. "Government Purpose," as used in this Article, means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose Data for commercial purposes or authorize others to do so.

3. "Unlimited Rights", as used in this Article, means rights to use, modify, reproduce, release, perform, display, or disclose Data, in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

4. "Technical Data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include Computer Software or data incidental to contract administration, such as financial or management information.

5. "Computer Software" as used in this Article, means computer programs, source and object/compiled code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include computer software documentation.

6. "Computer Software Documentation" as used in this Article, means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the Computer Software.

7. "Data", as used in this Article, means recorded information, regardless of form or method of recording, including, but not limited to, Technical Data (to include Computer Software Documentation), Computer Software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include Subject Inventions.

8. "Background Technical Data" means any Technical Data that was not produced, generated or delivered under a previously executed Government Contract, Grant, Cooperative Agreement or Other Transaction Agreement including for example technical data, software, trade secrets, and mask works developed solely with private funds outside of this Agreement..

9. "Foreground Technical Data" means Technical Data produced, generated, or delivered in the performance of work under this Agreement.

10. "Limited Rights", as used in this Article, means the rights to use, modify, reproduce, release, perform, display, or disclose Technical Data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the Technical Data outside the Government, use the Technical Data for manufacture, or authorize the Technical Data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the Technical Data by persons outside the Government if reproduction, release, disclosure, or use is—

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of Technical Data (other than detailed manufacturing or process data) to, or use of such Technical Data by, a foreign government that is in the interest of the Government and is required for evaluation or informational purposes;

- (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the Technical Data; and
- (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

11. "Restricted Rights", as used in this Article, means the Government's rights to:

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this Agreement;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this Article;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software, provided that the Government may –

(A) Use the modified software only as provided in paragraphs A (10) (i) and (iii) of this Article; and

(B) Not release or disclose the modified software except as provided in paragraphs (A) (10) (ii) of this Article.

12. "Practical Application" means to manufacture, in the case of a composition of 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 related Subject Invention or Inventions and any item, component, or process developed under this Agreement, or any or all of such Subject Inventions, items, components, or processes, is or are capable of being utilized and that its or their benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

13. "Commercial Rights" as used in this Article means Government's right to use, distribute or disclose the Technical Data is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data—Commercial Items), and FAR 52.227-19 (Commercial Computer Software – Restricted Rights).

## **B. Allocation of Principal Rights**

1. This Agreement shall be performed entirely with mixed Government and Contractor funding. Except as provided in B (4) and B (5) below, the Government shall receive Government Purpose Rights in all Data developed, generated, or delivered under this Agreement.

2. Agilent agrees to retain and maintain in good condition until three (3) years after expiration or termination of this Agreement, all Data necessary to achieve Practical Application. In the event of exercise of the Government's March-in Rights as set forth under Article VII or subparagraph B.3 of this article, Agilent agrees, upon written request from the Government, to deliver at no additional cost to the Government, all Data, if any, necessary to achieve Practical Application within sixty (60) calendar days from the date of the written request. The

Government shall retain Unlimited Rights, as defined in paragraph A above, to this delivered Data. Agilent's obligation to deliver under this Article "all Data necessary to achieve Practical Application," will in no event give the Government any additional rights to require Agilent to deliver Data that was produced by Agilent outside of the Agreement. Under this Article, Agilent will be required to deliver only that Data developed, generated, or delivered under and during the performance of this Agreement

3. Agilent agrees that, with respect to Data to achieve Practical Application of Subject Inventions, DARPA has the right to require Agilent to deliver all such Data to DARPA in accordance with its reasonable directions and grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the owner Participant(s), assignee, or exclusive licensee refuses to comply with such a requirement, the Government has the right to grant a non-exclusive, royalty-free license itself if the Government determines that:

a. Such action is necessary because Agilent or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve Practical Application within sixty (60) calendar days from the date of the written request of the technology developed during the performance of this Agreement;

b. Such action is necessary to alleviate public health or safety needs which are not reasonably satisfied by Agilent, assignee, or their licensees; or

c. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by Agilent, assignee, or licensees.

4. With respect to all Data delivered, in the event of the Government's exercise of its right under subparagraph B (2) of this article, the Government shall receive Unlimited Rights as defined as defined in paragraph A above.

5. With respect to any Data delivered which has been developed or generated exclusively at private expense, either prior to or outside the scope of this mixed funding Agreement, (but not including Data generated at private expense as part of Agilent's cost share under this Agreement), the Government will receive Commercial Rights or Limited/Restricted Rights as appropriate. A list of all such Data is incorporated into the Agreement as Attachment 5.

#### **C. Marking of Data**

Pursuant to paragraph B above, any Data delivered under this Agreement shall be marked with the following legend:

Use, duplication, or disclosure is subject to the restrictions as stated in Agreement HR0011-09-3-0003 between the Government and Agilent.

#### **D. Lower Tier Agreements**

Agilent shall include this Article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work. Agilent shall ensure that the rights granted to the Government herein are also enforceable against all subcontractors and lower tiers.

## **ARTICLE IX: FOREIGN ACCESS TO TECHNOLOGY**

This Article shall remain in effect during the term of the Agreement and for three (3) years thereafter.

### **A. Definition**

1. "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

2. "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

3. "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, maskworks, and copyrights developed under this Agreement.

### **B. General**

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.)

### **C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions**

1. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C.2, C.3, and C.4 below shall apply to any transfer of Technology developed

under this Agreement. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

- (a) sales of products or components, or
- (b) licenses of software or documentation related to sales of products or components, or
- (c) transfer to foreign subsidiaries of Agilent for purposes related to this Agreement, or
- (d) transfers that provide access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement, or
- (e) non-exclusive patent licenses or broad-based patent cross-licensing agreements, provided the agreements do not include the transfer of any Know-How associated with issued patents covering Subject Inventions.

2. Agilent shall provide timely notice to DARPA of any proposed transfers from Agilent of Technology developed under this Agreement to Foreign Firms or Institutions. If DARPA determines that the transfer may have adverse consequences to the national security interests of the United States, Agilent, its vendors, and DARPA shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to Agilent.

3. In any event, Agilent shall provide written notice to the DARPA Agreements Officer's Representative and Agreements Officer of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of Agilent's written notification, the DARPA Agreements Officer shall advise Agilent whether it consents to the proposed transfer. In cases where DARPA does not concur or sixty (60) calendar days after receipt and DARPA provides no decision, Agilent may utilize the procedures under Article VI, Disputes. No transfer shall take place until a decision is rendered.

4. In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by DARPA takes place, Agilent shall (a) refund to DARPA funds paid for the development of the Technology and (b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government Agilent shall provide written confirmation of such licenses.

**D. Lower Tier Agreements**

Agilent shall include this Article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work. Agilent shall ensure that the rights granted to the Government herein are also enforceable against all subcontractors and lower tiers.

**ARTICLE X: EXPORT CONTROL**

1. Agilent agrees to comply at all times with all U.S. export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions or exceptions, Agilent shall be responsible for obtaining all appropriate licenses or other approvals, including those required for exports, including deemed exports, of hardware, technical data, software, and technical assistance.

2. Agilent agrees to obtain all necessary export licenses before utilizing any foreign persons in the performance of this Agreement, including in those instances, if any, where the work is to be performed on-site at any Government installation.

3. Agilent shall be responsible for all regulatory record keeping requirements associated with the use of export licenses and license exemptions or exceptions.

4. Agilent agrees to take all necessary steps to ensure that its subcontractors comply with all applicable provisions of U.S. export control laws.

**ARTICLE XI: TITLE TO AND DISPOSITION OF PROPERTY****A. Definitions**

In this article "property" means any tangible personal property other than property actually consumed during the execution of work under this agreement and is purchased with funds which are charged to this Agreement. If property is purchased with Agilent's own funds (i.e. funds that are not used as part of a cost-share calculation), the provisions of this Article do not apply.

**B. Title to Property**

Title to each item of property acquired under this Agreement with an acquisition value of \$5,000 or less shall vest in Agilent upon acquisition with no further obligation of the Parties unless otherwise determined by the Agreements Officer. Should any item of property with an acquisition value greater than \$5,000 be required beyond the equipment listed in Attachment 8, Agilent shall, in advance of making such purchases, identify the item(s) in the preceding Monthly Report. Additionally, Agilent shall provide a full accounting of such items as part of

the Final Report. Title to this property shall also vest in Agilent upon acquisition. Agilent shall be responsible for the maintenance, repair, protection, and preservation of all property at its own expense.

### **C. Disposition of Property**

At the completion of the term of this Agreement, items of property with an acquisition value greater than \$5,000 shall be disposed of in the following manner:

1. Purchased by Agilent at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to DARPA; or
2. Transferred to a Government research facility with title and ownership being transferred to the Government; or
3. Donated to a mutually agreed University or technical learning center for research purposes; or
4. Any other DARPA-approved disposition procedure.

### **ARTICLE XII: CIVIL RIGHTS ACT**

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000-d) relating to nondiscrimination in Federally assisted programs. Agilent has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act.

### **ARTICLE XIII: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION**

1. There shall be no dissemination or publication, except within and between Agilent and any subcontractors, of information developed under this Agreement or contained in the reports to be furnished pursuant to this Agreement without prior written approval of the AOR. Such approval shall be provided within fourteen (14) calendar days of submittal. All technical reports shall be marked in accordance with subparagraph C of Article VIII and given proper review by appropriate authority to determine which Distribution Statement as explained in DoD Directive 5230.24, is to be applied prior to the initial distribution of these reports by Agilent. 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.

2. Agilent shall submit all proposed public releases for review and approval as instructed at <http://www.darpa.mil/tio>. Public releases include press releases, specific publicity or advertisement, and publication or presentation. In addition, articles for publication or presentation will contain a statement on the title page worded substantially as follows:



"This research was, in part, funded by the U.S. Government. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the U.S. Government."

#### **ARTICLE XIV: ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of this Agreement and language set forth in the Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) The Agreement, (2) Attachment 3 of this Agreement, (3) Attachment 1 of this Agreement, and (4) all remaining Attachments to the Agreement.

#### **ARTICLE XV: EXECUTION**

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised in writing and signed by Agilent and the DARPA Agreements Officer. This Agreement or modifications thereto may be executed in counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument.

#### **ARTICLE XVI: APPLICABLE LAW**

United States federal law will apply to the construction, interpretation, and resolution of any disputes arising out of or in connection with this Agreement.

#### **ARTICLE XVII: SEVERABILITY**

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

#### **ARTICLE XVIII: ANIMAL USE**

Research that involves the use of animals shall be administratively reviewed by a DoD veterinarian prior to the contractor initiating any animal research. The contractor is not to begin any research or purchase any materials, equipment, etc. that would involve animal use until the protocol has been approved. The animal protocol letter, once it has been received by DARPA Contracts Management Office, will be incorporated as an attachment to the agreement.

#### **ARTICLE XIX: ANIMAL WELFARE**

(a) Agilent shall register its research facility with the Secretary of Agriculture in accordance with 7 U.S.C. 2316 and 9 CFR Subpart C, and Section 2.30, and furnish evidence of such registration to the Contracting Officer before beginning work under this agreement.

(b) Agilent shall acquire animals only from dealers licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR Subpart A, Sections 2.1 through 2.11, or from sources that are exempt from licensing under those sections.

(c) Agilent agrees that the care and use of animals will conform with the pertinent laws of the United States and regulations of the Department of Agriculture (see 7 U.S.C. 2131 et. seq. and 9 CFR Subchapter A, Parts 1 through 4).

(d) The Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract for failure to comply with the requirements of paragraphs (a) through (c) of this clause.

(1) The suspension will stay in effect until Agilent complies with the requirements.

(2) Failure to complete corrective action within the time specified by the Contracting Officer may result in termination of this agreement and removal of the Contractor's name from the list of contractors with approved Public Health Service Welfare Assurances.

(e) Agilent may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), United States Department of Agriculture (USDA), for the region in which its research facility is located. The location of the appropriate APHIS regional office, as well as information concerning this program may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, MD 20782.

(f) Agilent shall include this clause, including this paragraph (f), in all subcontracts involving research of live vertebrate animals.

## **ARTICLE XX: HUMAN USE**

(a) Agilent shall comply with provisions of the Common Rule (32 CFR 219) on the protection of human subjects in research (<http://www.dtic.mil/biosys/downloads/32cfr219.pdf>) and the Department of Defense Directive 3216.2 and [http://navymedicine.med.navy.mil/Files/Media/ecm/sitedata/BC325237-802E-D019-A78AF9A6F4DF4282/library/1-08%20-%20DODD%203216-2%20\(25%20Mar%202002.pdf\)](http://navymedicine.med.navy.mil/Files/Media/ecm/sitedata/BC325237-802E-D019-A78AF9A6F4DF4282/library/1-08%20-%20DODD%203216-2%20(25%20Mar%202002.pdf)).

(b) Agilent shall provide required documentation for all research that involves the use of human subjects pursuant to all Federal Guidelines of human subjects. This includes, but is not limited to, protocol approval mechanisms, approved Institutional Review Boards,

and Federal Wide Assurances. These requirements are based on expected human use issues sometime during the entire length of the proposed effort.

- (c) For research involving "greater than minimal risk" to human subjects within the first year of the project, performers must provide evidence of protocol submission to a federally approved IRB at the time of final proposal submission to DARPA. For proposals that are forecasted to involve "greater than minimal risk" after the first year, a discussion on how and when the proposer will comply with submission to a federally approved IRB needs to be provided in the submission. More information on applicable federal regulations can be found at the Department of Health and Human Services – Office of Human Research Protections website (<http://www.dhhs.gov/ohrp/>).
- (d) Any aspects of research involving human use should be specifically called out as a separate element of the statement of work and cost proposal to allow for independent review and approval of those elements.
- (e) For all proposed research that will involve human subjects in the first year or phase of the project, the institution must provide evidence of or a plan for review by an Institutional Review Board (IRB) upon final proposal submission to DARPA. The IRB conducting the review must be the IRB identified on the institution's Assurance. The protocol, separate from the proposal, must include a detailed description of the research plan, study population, risks and benefits of study participation, recruitment and consent process, data collection, and data analysis. Consult the designated IRB for guidance on writing the protocol. The informed consent document must comply with federal regulations (32 CFR 219.116). A valid Assurance along with evidence of appropriate training all investigators should all accompany the protocol for review by the IRB.
- (f) In addition to a local IRB approval, a headquarters-level human subjects regulatory review and approval is required for all research conducted or supported by the DoD. The Army, Navy, or Air Force office responsible for managing the award can provide guidance and information about their component's headquarters-level review process. Note that confirmation of a current Assurance and appropriate human subjects protection training is required before headquarters-level approval can be issued.
- (g) The amount of time required to complete the IRB review/approval process may vary depending on the complexity of the research and/or the level of risk to study participants. Ample time should be allotted to complete the approval process. The IRB approval process can last between one to three months, followed by a DoD review that could last between three to six months. No DoD/DARPA funding can be used towards human subjects research until ALL approvals are granted.

## ARTICLE XXI: OPTIONS

The Government will provide technical information to assist in the preparation of optional Phase 2 and Phase 3 technical and cost proposal.

1. Option 1 – Phase 2 shall be exercised by a bilateral modification to this Agreement prior to the conclusion of Phase 1 provided Agilent has met the deliverable criteria stated in Attachment 1 and 3. The option will be exercised with an allotment of funds added to this Agreement. The Statement of Work and Payable Milestones (definitions/acceptance criteria and prices) associated with Option 1 – Phase 2 shall be subject to negotiation between the parties. The parameters associated with Option 1 – Phase 2 shall be negotiated and agreed to prior to completion of Phase 1. The supporting cost proposal shall be developed in accordance with the requirements of BAA 08-62 with a full labor breakout (labor categories, labor hours, labor rates) for prime and subcontractors/consultants. Upon negotiation of the revised subsequent Option 1 - Phase 2, the Agreement will be modified, at a minimum, to incorporate the updated Attachment 1 "Statement of Work" and Attachment 3 "Schedule of Payments and Payable Milestones."

2. Option 2 – Phase 3 shall be exercised by a bilateral modification to this Agreement prior to the conclusion of Phase 1 provided Agilent has met the deliverables criteria stated in Attachment 1 and 3. The option will be exercise with an allotment of funds added to this Agreement. The Statement of Work and Payable Milestones (definitions/acceptance criteria and prices) associated with Option 2 – Phase 3 shall be subject to negotiation between the parties. The parameters associated with Option 2 – Phase 3 shall be negotiated and agreed to prior to completion of Phase 1. The supporting cost proposal shall be developed in accordance with the requirements of BAA 08-62 with a full labor breakout (labor categories, labor hours, labor rates) for prime and subcontractors/consultants. Upon negotiation of the revised subsequent Option 2 - Phase 3, the Agreement will be modified, at a minimum, to incorporate the updated Attachment 1 "Statement of Work" and Attachment 3 "Schedule of Payments and Payable Milestones."

**ATTACHMENT 1**  
**Statement of Work**

(b)(4)



Use or disclosure of data contained on this sheet is  
subject to the restriction on the title page of this  
proposal.

Agilent Technologies, Inc.  
DARPA BAA08-62  
October 21, 2008  
Page 1 of 4

(b)(4)



(b)(4)



Use or disclosure of data contained on this sheet is  
subject to the restriction on the title page of this  
proposal.



(b)(4)



Use or disclosure of data contained on this sheet is  
subject to the restriction on the title page of this  
proposal.

Use or disclosure of data contained on this sheet is  
subject to the restriction on the title page of this  
proposal.



## REPORT REQUIREMENTS

Electronic copies of all reports shall be submitted within fifteen (15) days after each milestone and distributed via email to the addresses below:

- Robin.Swatloski@darpa.mil – Agreements Officer (AO)
- patrick.bailey@darpa.mil – STO ADPM
- Dcmanocaliforniacasd@dcma.mil – Administrative Agreements Officer
- Kevin.johnson@nrl.navy.mil – Agreement Officer's Representative
- Peter.Haalandr@darpa.mil – Program Manager

### A. PROGRAM PLAN (Milestone based)

On or before ninety (90) calendar days after the effective date of the Agreement and at each payable milestone thereafter throughout the term of the Agreement, Agilent shall submit or otherwise provide an update to the Program Plan. The report will have two (2) major sections.

#### 1. Technical Status Report

- a. Cover Page:
  - i. Agreement number and title
  - ii. Type of report, sequence number of report, report date, and period of performance being reported
  - iii. Contractor's name, address, and telephone number
  - iv. Program Manager
  - v. Agreement Officer's Representative
- b. Section I – A brief introduction covering the purpose and scope of the research effort
- c. Section II – A brief description of overall progress to date plus a separate description for each task/payable milestone for which effort was expended during the report period. Description shall include pertinent data and graphs in sufficient detail to explain any significant results achieved.
- d. Section III – Problem Areas
  - i. A description of current problems that may impede performance along with proposed corrective action
  - ii. A description of anticipated problems that have a potential to impede progress and what corrective action is planned should the problem materialize

- e. Section IV – A description of work to be performed during the next reporting period
- f. Section V – Administrative Comments. Description of proposed site visits and participation in technical meetings, journal manuscripts in preparation, coordination with other organizations conducting related work, etc.
- g. Section VII – Any change in staffing/team members either anticipated or unplanned. Brief description of plan to address any tasks departing staff member
- h. Section VI – A Gantt Chart showing actual progress versus scheduled progress

## **2. Business Status Report**

- a. Cover Page:
  - i. Agreement number and title
  - ii. Type of report, sequence number of report, report date, and period of performance being reported
  - iii. Contractor's name, address, and telephone number
  - iv. Program Manager
  - v. Agreement Officer's Representative
- b. The business status report shall provide summarized details of the resource status of this Agreement, including the status of contributions by Agilent. In advance of purchase, identify any additional item of property with an acquisition value greater than \$5,000 required to be purchased as required in Article XI.

## **B. PAYABLE MILESTONES REPORTS**

Starting with the first Payable Milestone, and at the completion of each Payable Milestone thereafter, Agilent shall submit a Payable Milestone Report via electronic mail to the Agreements Officer's Representative and Administrative Agreements Officer. This report shall consist, at a minimum, of an executive summary summarizing the milestone exit criteria and how all such criteria have been met, and supporting/detailed documentation describing the extent of accomplishment of Payable Milestone(s) for which Agilent is seeking Government acceptance and payment. This information shall be as required by Article III and shall be sufficient for the DARPA Agreements Officer's Representative to reasonably verify Agilent's accomplishment of the milestone in accordance with the Attachment 1 "Statement of Work" and Attachment 3 "Schedule of Payments and Payable Milestones." Agilent shall be prepared to present Payable Milestone information in the form of a briefing to the DARPA Program Manager and/or Agreement Officer's Representative. When a Payable Milestone is briefed to the Government, the Payable Milestone Report shall consist, at a minimum, of an electronic version of Agilent's briefing materials.

## **C. SPECIAL TECHNICAL REPORTS/ PRESENTATION MATERIAL**

As agreed to by Agilent and DARPA's Program Manager, Agilent shall submit electronically to DARPA's Program Manager, Agreements Officer's Representative and Administrative Agreements Officer any special reports on significant events such as significant target accomplishments, significant tests, experiments, or symposia. Unless otherwise instructed by the Agreements Officer's Representative, Agilent shall provide these reports/presentation materials in their own format.

**D. FINAL REPORT (NOTE: The Final Report is included in the last Payable Milestone Report)**

1. Agilent shall submit or otherwise provide a Final Report making full disclosure of all major program accomplishments/developments upon completion of the Agreement or within sixty (60) calendar days of termination of this Agreement. Two (2) copies shall be submitted or otherwise provided to the Agreements Officer's Representative, one (1) copy shall be submitted or otherwise provided to the Agreements Officer, and one (1) copy shall be submitted or otherwise provided to DARPA-DSO, Attn: Assistant Director for Program Management (ADPM). Additionally, with the concurrence of the Agreement's Officer's Representative, one (1) copy shall be submitted to the Defense Technical Information Center, Attn: DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-0944 (TR@dtic.mil); and to the DARPA Library, 3701 North Fairfax Drive, Arlington, VA 22203-1714 ([library@darpa.mil](mailto:library@darpa.mil)).
2. The final report shall summarize the entire research effort, citing data in the quarterly reports. The final report will provide a complete reporting of the research findings. Journal publications can be substituted for detailed descriptions of specific aspects of the research, but an original copy of each publication must be attached as an appendix and appropriately referenced in the text. All final reports must include a bibliography of all publications and meeting abstracts and a list of personnel (not salaries) receiving pay from the research effort. Although there is no page limitation for the reports, each report shall be of sufficient length to provide a thorough description of the accomplishments with respect to the approved Statement of Work. The following sections are to be part of the final report:
  - a. Section I – A brief introduction covering the purpose and scope of the research effort
  - b. Section II – A description of overall program progress plus a separate description for each task/payable milestone for which effort was expended during the contract period. Description shall include pertinent data and graphs in sufficient detail to explain all results achieved. Report should include negative as well as positive findings. Summarization of results to include the importance/and or implications of the completed research and any changes to

future work to address the problems should be addressed. Description shall also include proposed program plan/tasks vs. actual program plan/tasks.

- c. Section III – Problem Areas
    - i. A description any problems that arose and corrective action taken
    - ii. A description of how the stated problems effected program schedule, budget, and final prototype results
  - d. Section IV – A Final Gantt Chart showing actual progress versus scheduled progress
  - e. Section V – A brief program plan for how the objectives of the next phase will be accomplished in the time period given should be discussed
3. The cover or title page of the final report will have the following citation:

*Sponsored by*  
*Defense Advanced Research Projects Agency*  
*Strategic Technology Office (STO)*  
*Program:*  
*Issued by DARPA/CMO under Agreement No. HR0011-09-3-0003*

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 of the U.S. Government.”

- 4. The Final Report shall (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.
- 5. The Final Report shall be marked with a distribution statement to denote the extent of its availability for distribution, release, and disclosure without additional approvals or authorizations. The Final Report shall be marked on the front page in a conspicuous place with the following marking:

“DISTRIBUTION STATEMENT B: Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological information. Other requests for this document shall be referred to the DARPA Technical Information Officer at [tio@darpa.mil](mailto:tio@darpa.mil).”

**E. EXECUTIVE SUMMARY**

Agilent shall submit a one to two page Executive-Level Summary, along with submission of the FINAL Payable Milestone REPORT, of the major accomplishments of the Agreement and the benefits of using the "other transactions" authority pursuant to 10 U.S.C. § 2371. This summary shall include a discussion of the actual or planned benefits of the technologies for the military and commercial sectors, as may be applicable. This summary shall be submitted electronically to the Agreements Officer, DARPA Program Manager, and Agreements Officer Representative.

**F. INTELLECTUAL PROPERTY ASSERTIONS/RESTRICTIONS REPORTING**

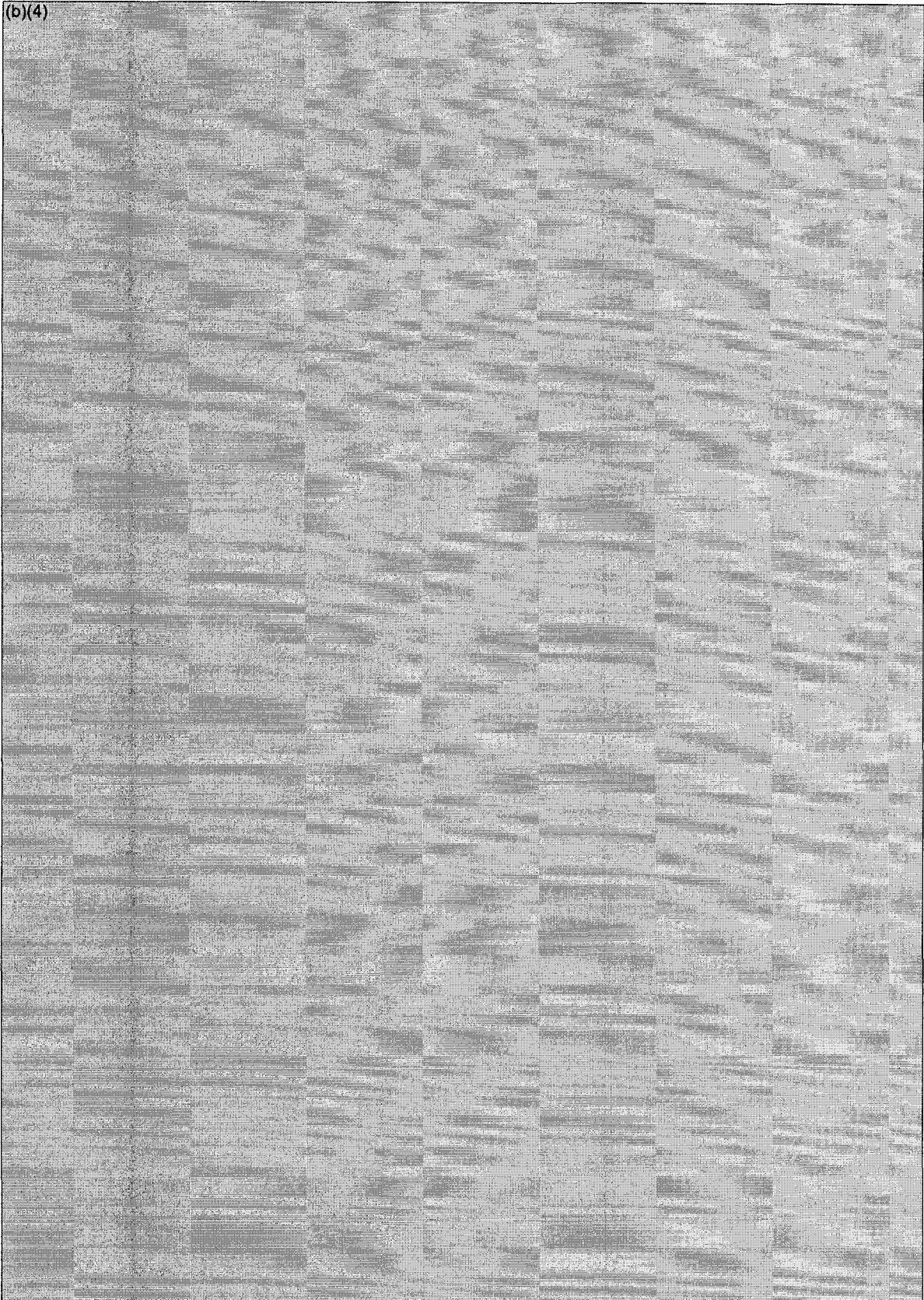
Agilent shall identify in the each Program Plan any updates deemed necessary to the Attachment 5 Intellectual Property (IP) assertions/restrictions list based on the research results at that point in time. A final mutually agreed to IP restrictions list shall be made a part of the Final milestone Report.

**ATTACHMENT 3**

**Schedule of Payments and Payable Milestones**

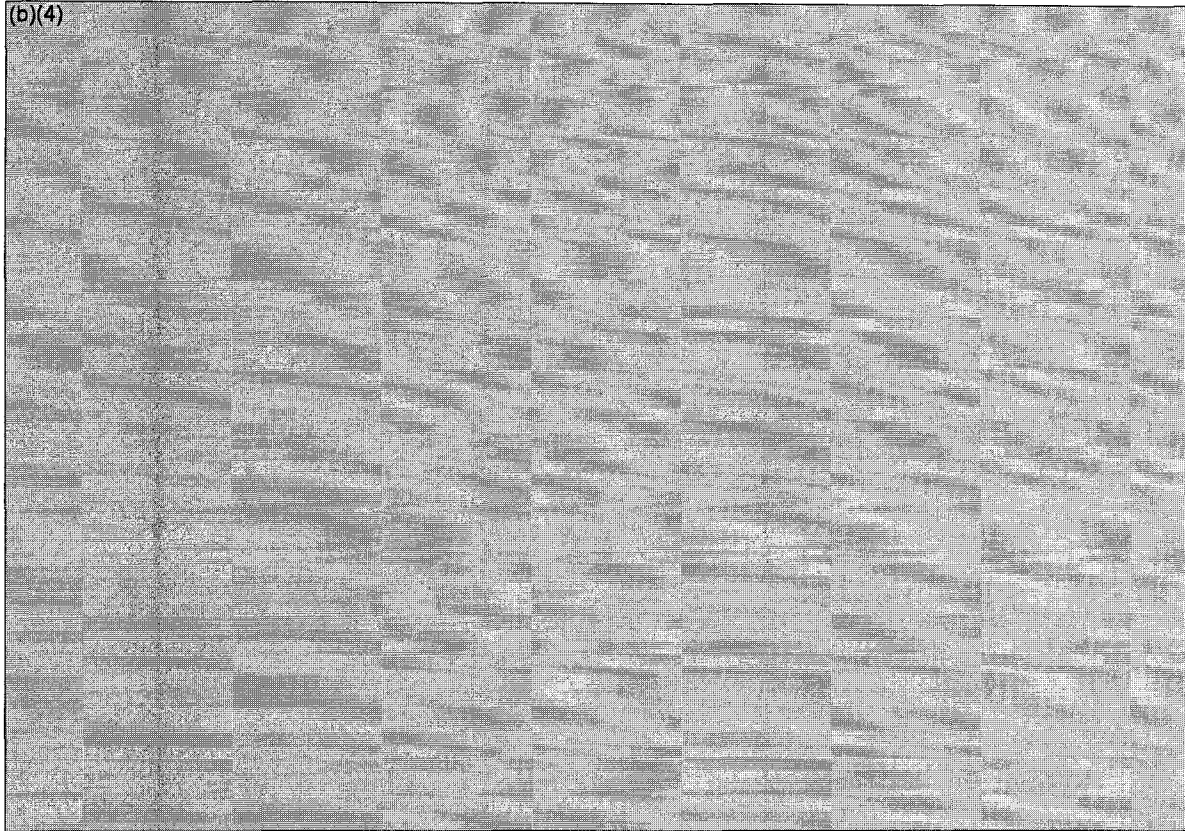
<b>No.</b>	<b>Payable Event</b>	<b>Mo.</b>	<b>DARPA Amount</b>	<b>Agilent Amount</b>	<b>CLIN/ ACRN</b>
(b)(4)					

(b)(4)





(b)(4)





**ATTACHMENT 4**  
**Funding Schedule**

**A. PROJECTED PROGRAM FUNDING COMMITMENTS**

<b>PHASE I</b>	<b>DARPA FUNDING</b>	<b>AGILENT</b>
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**DARPA funding shall be applied toward the following expenses: (list types of expenses).**

**Direct Agilent Labor expenses**  
**Direct Agilent Materials**  
**Direct Agilent Equipment**

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subject to the restriction on the title page of this  
proposal.

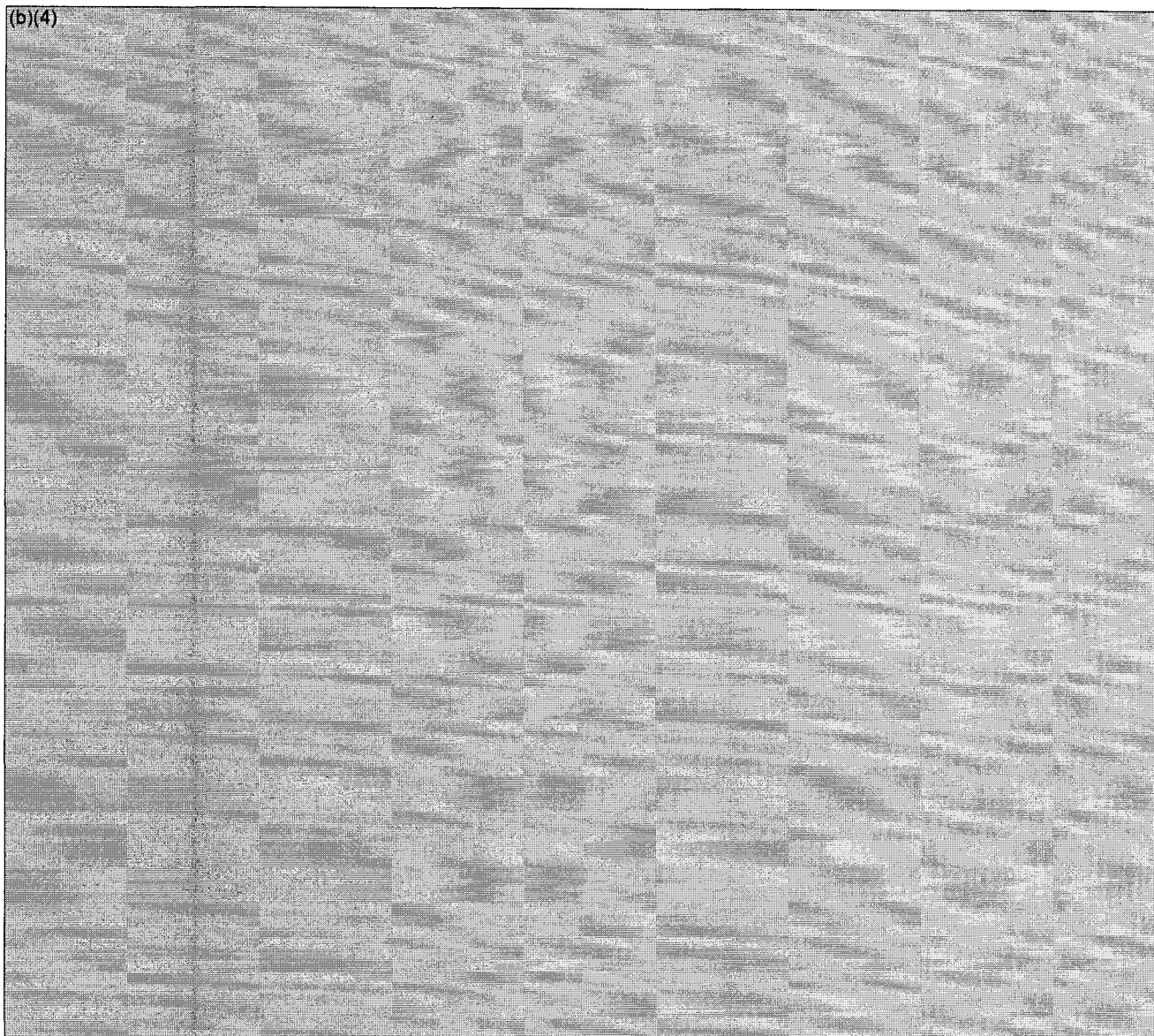
Agilent Technologies, Inc.  
DARPA BAA08-62  
October 21, 2008  
Page 1 of 1

## ATTACHMENT 5

### Intellectual Property Assertions

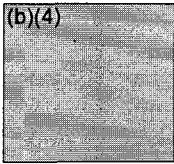
The preexisting Intellectual Property expected to be utilized in this program are summarized in this table.

(b)(4)



AGILENT COMMERCIAL LABOR RATES

(b)(4)

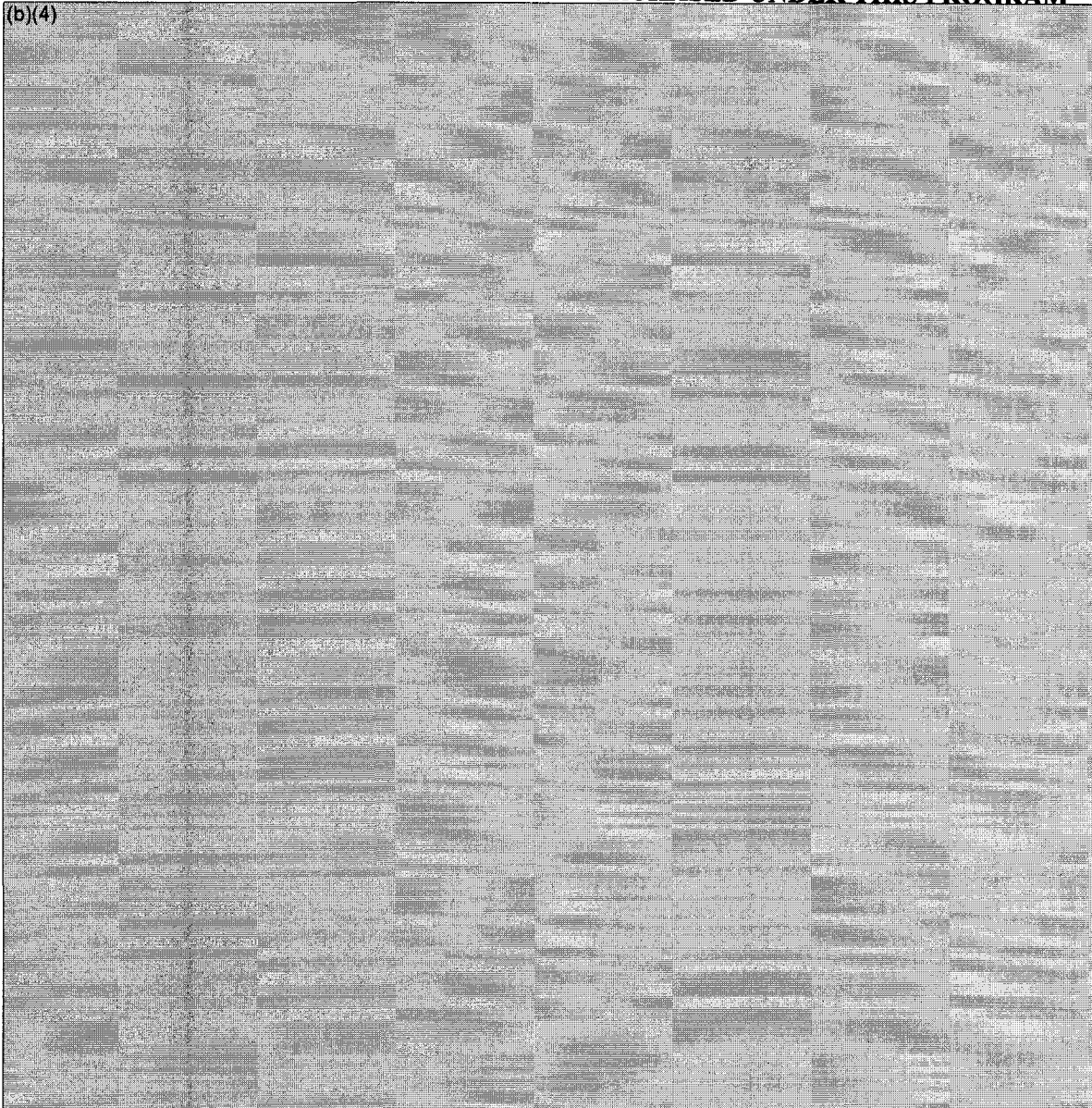


Commercial rate for Program Manager and Agilent Fellow (E4250A-20  
Commercial rate for Project Manager and Master Engineer (E9050C)  
Commercial rate for Engineer (E9050B)

**ATTACHMENT 7**  
**PACT PROGRAM METRICS**

Phase	Months After Contract Award	Program Metrics
1 (Base)	To Be Specified by Performer	<ul style="list-style-type: none"> <li>• Identify the composition of 100 mixed gas samples comprised of up to 100 components from a library of 100 reference materials in 24 hours or less. Each component will be present in quantities between 500 picomoles and 50 micromoles.</li> <li>• Achieve accuracy and fidelity of more than 85%, including the relative amount of material that is not in the library.</li> <li>• Demonstrate a system design and process flow that will analyze 12,500 samples per hour at a total cost of \$0.10 per sample. Total costs will include amortization of capital equipment cost over ten years at 5% interest, electrical power, and all consumable supplies necessary for operation of the system.</li> </ul>
2 (Option 1)	To Be Specified by Performer	<ul style="list-style-type: none"> <li>• A complete system that will process a total of 125 samples per hour (1/100<sup>th</sup> scale), demonstrate a sensitivity of 50 picomoles, fidelity and accuracy of more than 95%, and an expanded library of 300 target gases for a total cost of less than \$0.10 per sample.</li> <li>• Present a design for extension of the analytical method to 300,000 samples per day with a total system volume of less than 67 cubic meters and a total cost (including amortized capital equipment, reagents, chromatographic media, cryofluids, and power) of less than \$0.10 per sample.</li> </ul>
3 (Option 2)	To Be Specified by Performer	<ul style="list-style-type: none"> <li>• Demonstrate a system and method that will automatically deduce the chemical composition of one micromole samples of pure unknown gases, with 90% confidence, in an average of less than 30 minutes.</li> <li>• Demonstrate a system and method that will resolve the identities of five unknown compounds in a mixture where each analyte is present in quantities ranging from one nanomole to one micromole and accuracy and fidelity are greater than 90% in less than two hours.</li> </ul>

**ATTACHMENT 8**  
**AGREEMENT PROPERTY TO BE PURCHASED UNDER THIS PROGRAM**



**TECHNOLOGY INVESTMENT AGREEMENT**

**Between**

**AGILENT TECHNOLOGIES, INC.**

5301 Stevens Creek Blvd.

Santa Clara, CA 95052

**and**

**THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY**

3701 North Fairfax Drive

Arlington, VA 22203-1714

**Concerning**

**PANOPTIC ANALYSIS OF CHEMICAL TRACES (PACT)**

Agreement: HR0011-09-3-0003

Modification: P00001

Effective Date: Date Signed By DARPA

ARPA Order: Y173/01

Total Estimated Amount of the Agreement:

\$ 17,294,957.00

Total Estimated Government Funding of the Agreement:

(b)(4)

Contractor Share Contribution

Funds Obligated by this Modification:

Total Funds Obligated by Government:

Recipient Identification Numbers/Codes:

(b)(4)

(b)(4)

Authority: 10 U.S.C. § 2371

Line(s) of Appropriation:

ACRN FUNDING LINE

AA 9790400 1320 Y173 P9310 2525 DPAC 9 5206 S12136 62383E

(b)(4)

Pursuant to Article III, C.2, the purpose of this modification is to provide an increment of funds in the amount of \$3,437,000.

1. Regarding **Article V: Obligation and Payment**, paragraph A. 3., is deleted in its entirety and replaced with the following:

"3. Funds in the amount of \$5,205,476.00 are obligated and available for payment at the time of execution of this Agreement Modification. It is estimated that obligated funds shall be sufficient to cover all areas of performance through the first fifteen (15) months of performance."

All other terms and conditions of Agreement HR0011-09-3-0003 remain in full force and effect, except as stated otherwise in Modification P00001 herein.

FOR AGILENT TECHNOLOGIES, INC.    FOR THE UNITED STATES OF AMERICA,  
THE DEFENSE ADVANCED RESEARCH PROJECTS  
AGENCY

(b)(6)



\_\_\_\_\_  
Andrea Y. Holmes  
Senior Manager, Government Contracts

\_\_\_\_\_  
Robin M. Swatloski  
Agreements Officer  
Contracts Management Office

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

# TECHNOLOGY INVESTMENT AGREEMENT

Between

**AGILENT TECHNOLOGIES, INC.**

5301 Stevens Creek Blvd.  
Santa Clara, CA 95052

and

**THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY**

3701 North Fairfax Drive  
Arlington, VA 22203-1714

Concerning

PANOPTIC ANALYSIS OF CHEMICAL TRACES (PACT)

Agreement: HR0011-09-3-0003

Modification: P00002

Effective Date: Date Signed By DARPA

ARPA Order: Y173/02

Total Estimated Amount of the Agreement:

\$ 17,294,957.00

Total Estimated Government Funding of the Agreement:

(b)(6)

Contractor Share Contribution

Funds Obligated by this Modification:

Total Funds Obligated by Government:

Recipient Identification Numbers/Codes:

(b)(6)

(b)(6)

Authority: 10 U.S.C. § 2371

Line(s) of Appropriation:

ACRN FUNDING LINE

AA 9700400 1320 Y173 P0310 2525 DPAC 0 5308 S12136 62383E

(b)(6)

Pursuant to Article III, C.2, the purpose of this modification is to provide an increment of funds in the amount of \$1,608,640.

1. Regarding Article V: **Obligation and Payment**, paragraph A. 3., is deleted in its entirety and replaced with the following:



"3. Funds in the amount of \$6,814,116.00 are obligated and available for payment. It is agreed that the government has obligated funds sufficient to cover all areas of performance for completion of this agreement and has met its obligated funds commitment hereunder."

All other terms and conditions of Agreement HR0011-09-3-0003 remain in full force and effect, except as stated otherwise in Modification P00002 herein.

FOR AGILENT TECHNOLOGIES, INC. FOR THE UNITED STATES OF AMERICA,  
THE DEFENSE ADVANCED RESEARCH PROJECTS  
AGENCY



\_\_\_\_\_  
Andrea Y. Holmes  
Senior Manager, Government Contracts

\_\_\_\_\_  
Robin M. Swatloski  
Agreements Officer  
Contracts Management Office

\_\_\_\_\_  
(Date)

January 25, 2010  
(Date)

# TECHNOLOGY INVESTMENT AGREEMENT

Between

## AGILENT TECHNOLOGIES, INC.

5301 Stevens Creek Blvd.  
Santa Clara, CA 95052

and

## THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

3701 North Fairfax Drive  
Arlington, VA 22203-1714

Concerning

PANOPTIC ANALYSIS OF CHEMICAL TRACES (PACT)

Agreement: HR0011-09-3-0003

Modification: P00003

Effective Date: Date Signed By DARPA

ARPA Order: Y173/03

Total Estimated Amount of the Agreement:

\$ 17,294,957.00

Total Estimated Government Funding of the Agreement:

(b)(4)

Contractor Share Contribution

Funds Obligated by this Modification:

Total Funds Obligated by Government:

Recipient Identification Numbers/Codes:

(b)(4)

(b)(4)

Authority: 10 U.S.C. § 2371

Line(s) of Appropriation:

Not applicable to this modification.

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Pursuant to Article III, C.1, the purpose of this modification is to make mutually acceptable modifications to Attachment 8 to this Agreement.

1. Regarding **ATTACHMENT 8, AGREEMENT PROPERTY TO BE PURCHASED UNDER THIS PROGRAM**, ATTACHMENT 8 is deleted in its entirety and replaced with the ATTACHMENT 8 attached to this Modification P00003.

All other terms and conditions of Agreement HR0011-09-3-0003 remain in full force and effect, except as stated otherwise in Modification P00003 herein.

FOR AGILENT TECHNOLOGIES, INC.      FOR THE UNITED STATES OF AMERICA,  
THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

(b)(6)



\_\_\_\_\_  
Andrea Y. Holmes  
Senior Manager, Government Contracts

\_\_\_\_\_  
Robin M. Swatloski  
Agreements Officer  
Contracts Management Office

March 23, 2010

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ATTACHMENT 8**  
[Amended per Mod P00003]

**AGREEMENT PROPERTY TO BE PURCHASED UNDER THIS PROGRAM**

