

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 31
2. CONTRACT (Proc. Inv. Ident.) NO. HR0011-10-C-0032		3. EFFECTIVE DATE MAR 19 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE	
5. ISSUED BY DARPA CMG ATTN: MICHAEL MUTTY 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DARPA ORLANDO 3655 MAGUIRE BLVD. ORLANDO FL 32803-3726		CODE S1002A
7. NAME AND ADDRESS OF CONTRACTOR (No. , street, city, county, state and zip code) EVOLVED MACHINES FEDERAL CONTRACTING, INC 500 AUSTRALIAN AVE S STE 120 WEST PALM BEACH FL 33401-6235			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
			10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G
CODE 57R73		FACILITY CODE			
11. SHIP TO/MARK FOR DARPA GILL PRATT ATTN: DEFENSE SCIENCES OFFICE 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 162264 COLUMBUS OH 43216-2264		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT					\$6,783,839.00
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)			20A. NAME OF CONTRACTING OFFICER Michael S. Mutty TEL: (571) 218-4586 EMAIL: michael.mutty@darpa.mil		
19B. [Signature of person authorized to sign]		19C. DATE SIGNED 3/18/10	20B. UNITED STATES OF AMERICA BY (b)(6)		20C. DATE SIGNED 3-19-10

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STANDARD FORM 26 (REV. 4/2005)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	NeoVision2	(b)(4)		\$6,763,839.00
	CPFF			\$6,763,839.00
	The Contractor shall complete the taskings for the effort entitled "NeoVision2" as set forth in the contract and the Statement of Work, Attachment 1.			
	FOB: Destination			

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000101	Funding for CLIN 0001	\$0.00	\$0.00	\$0.00
	CPFF			\$0.00
	FOB: Destination			
	AO No. Z109/00			
	ACRN AA			\$2,104,613.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000102		\$0.00	\$0.00	\$0.00
	Funding for CLIN 0001			\$0.00
	CPFF			\$0.00
	FOB: Destination			
	AO No. Z109/02			
	ACRN AB			\$1,804,613.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002		\$0.00	\$0.00	\$0.00
	Reports and Deliverables			NSP
	CPFF			
	The contractor shall provide the reports and deliverables as set forth in the contract and the Statement of Work, Attachment 1.			
	FOB: Destination			

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to perform Contract Line Items (CLINs) 0001 through 0002, in accordance with the Statement of Work, Attachment 1 hereto.

C-2 Reports and Other Deliverables

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

(1) R&D STATUS REPORT

This brief narrative, not to exceed five pages in length, shall contain the following:

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

R&D STATUS REPORT
PROGRAM FINANCIAL STATUS

Work Breakdown		Cumulative to Date			At Completion	
Structure or Task Element	Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate	Remarks
Subtotal: _____						
Management Reserve: _____						
Or Unallocated Resources: _____						
TOTAL: _____						

Note: Budget at completion changes only with the amount of any scope changes. (Not affected by underrun or overrun)

Based on currently authorized work:

Is current funding sufficient for the current fiscal year (FY)? (Explain in narrative if "NO")

YES NO

What is the next FY funding requirement at current anticipated levels?

\$ _____

Have you included in the report narrative any explanation of the above data and are they cross-referenced?

YES NO

(2) FINAL REPORT

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

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

The Final Technical Report summary shall include:

Task Objectives
 Technical Problems
 General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
 Technical Results
 Important Findings and Conclusions
 Significant Hardware Development
 Special Comments
 Implications for Further Research
 Standard Form 298, August 1998

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

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

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

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

Sponsored by
 Defense Advanced Research Projects Agency
 Defense Sciences Office (DSO)
 Program: NeoVision2
 ARPA Order No. Z109/00, Program Code: 9620
 Issued by DARPA/CMO under Contract No. HR0011-10-C-0032

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

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

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

(end of clause)

Section D - Packaging and Marking

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D-1 Packaging and Marking

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	21 mths. ADC		DARPA GILL PRATT ATTN: DEFENSE SCIENCES OFFICE 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714 571-218-4614 FOB: Destination	HR0011
0002	21 mths. ADC		DARPA GILL PRATT ATTN: DEFENSE SCIENCES OFFICE 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714 571-218-4614 FOB: Destination	HR0011

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

(a) The term of the contract commences on the effective date of the contract and continues through 21 months thereafter.

(end of clause)

F-2 Reports and Other Deliverables

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

Item No.	Description	Due Date (on or before) Months After Commencement (MAC)
0002	Quarterly R&D Status Report	10 th day of the month, every 3 months from commencing date of contract
0002	Final Report	End of effort
0002	Additional Misc. Deliverables	As specified in Attachment 1 – Statement of Work
(end of clause)		

F-3 Report Distribution

(a) DARPA/DSO

Attn: Gill Pratt
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: gill.pratt@darpa.mil
 (one copy each report)

(b) DARPA/DSO

Attn: ADPM
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: DSO_ADPM@darpa.mil
 (one copy each report)

(c) DARPA/Research Services

3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: ResearchServices@darpa.mil
 (one copy of the Final Technical Report)

(d) Defense Technical Information Center

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

OR

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

(e) DARPA/CMO

Attn: Michael Mutty
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: michael.mutty@darpa.mil
 (one copy each report)
 (end of clause)

F-4 Notice Regarding Late Delivery

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

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400 1320 Z109 P9620 2525 DPAC 9 5433 S12136 62715E
 AMOUNT: \$2,104,613.00
 CIN 00000000000000000000000000000000: \$2,104,613.00

AB: 9790400 1320 Z109 P0620 2525 DPAC 0 5313 S12136 62715E
 AMOUNT: \$1,804,613.00
 CIN 00000000000000000000000000000000: \$1,804,613.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Michael S. Mutty, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4588, e-mail: michael.mutty@darpa.mil.
 (end of clause)

G-2 Electronic Submission of Payment Requests

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) Vendors that have never used WAWF shall follow the directions in the WAWF Vendor Getting Started Guide available at the following website:

<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>. This website also contains links for Vendor training and practice. Additional support can be obtained by calling WAWF Customer Service at 866-618-5988.

(2) Back up documentation (such as timesheets, monthly status reports, etc.) can be included and attached to the invoice in WAWF. Attachments should be in PDF format, but Attachments created in any Microsoft Office product may be attached. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DoDAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	Cost Voucher
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	S1002A
Service Approver DoDAAC	S1002A
DCAA Office DoDAAC	HAA540
Paying Office DoDAAC	HQ0338

(c) Cost Vouchers from Contractors approved by DCAA for direct billing will be directly routed to DFAS. Cost Vouchers from Contractors not approved for direct billing will be routed to DCAA for approval before the Cost Voucher is routed to DFAS. All Final Cost Voucher submissions will be routed to the Service Approver for approval. The DCAA office for this award is:

10200 49th Street North
Suite 201
Clearwater, FL 33762-5030

DoDAAC: HAA540
Phone No: (727) 299-1100
Fax No: (727) 299-1135
E-mail: dcga-fao1271@dcga.mil

(d) For each invoice/cost voucher submitted for payment, the contractor shall also e-mail the WAWF automated invoice notice directly to the following points of contact:

Name	E-mail	Phone	Role
Gill Pratt	Gil.Pratt@darpa.mil	(571) 218-4614	Program Manager

G-3 Delegation of Authority for Contract Administration

(a) DCMA Orlando is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.
(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding, as indicated in the table below, which is presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through the performance end dates indicated in the table below. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of the funds listed in the table below shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

CLIN	Funding Provided to Date	Estimated Funding Period of Performance End Date
0001	\$3,909,226	February 1, 2011

(end of clause)

G-7 Payment of Cost and Fee

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

(1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".

(2) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

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

H-2 Type of Contract

- (a) This is a cost plus fixed fee contract.
- (end of clause)

H-3 Public Release or Dissemination of Information

- (a) At this time, DARPA expects the work performed under this contract to be fundamental research, and it is, therefore, not subject to publication restrictions. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and requirements, pursuant to DoD Instruction 5230.27 dated October 6, 1987.
- (b) Should the character of the research change during contract performance so that the research is no longer considered fundamental, the contract will be modified to impose the restrictions on public release and dissemination of information that apply to those research efforts that are not considered fundamental research.
- (end of clause)

H-4 Key Personnel

- (a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined as follows:
- (1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
 - (2) Personnel whose resumes were submitted with the proposal; or
 - (3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations.
- (b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.
- (end of clause)

H-5 Restrictions on Printing

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

(end of clause)

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated March 11, 2010 are incorporated herein by reference.

(end of clause)

H-7 Insurance Schedule

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

(end of clause)

H-8 Travel

(a) University Performers: Reimbursement for travel-related expenses shall be as stipulated in OMB Circular A-21 (2 CFR 220) as prescribed by FAR Part 31.3.

(b) Non-Profit Performers: Reimbursement for travel-related expenses shall be as stipulated in OMB Circular A-122 (2 CFR 230) as prescribed by FAR Part 31.7

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

(d) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.

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

(f) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least [fill in number of days, TBD by Contracts Officer] days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

H-9 Metric System

- (a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.
 - (b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.
 - (c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.
 - (d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.
 - (e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.
 - (f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.
 - (g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.
- (end of clause)

H-10 Consent to Subcontract

- (a) Pursuant to the clause of the General Provisions entitled "Subcontracts (JUN 2007)," FAR 52.244-2(j), the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

(b)(4)



- (b) Approval must be obtained from the Administrative Contracting Officer (ACO) to increase/decrease the use of the above listed subcontractors by greater than 10% from the level established in subparagraph (a). In accordance with FAR 52.244-2 (8/98), consent is hereby granted for any other necessary subcontracts.
- (end of clause)

H-11 Pre-contract Costs

(a) The extent of allowability of costs incurred by the Contractor prior to the effective date of the contract shall be governed by the advance agreement listed in Section J as Attachment 2.
(end of clause)

H-12 Proprietary Technical Data and Computer Software

(a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. N/A.
(end of clause)

H-13 Consultants

(a) The contractor is authorized to use the following consultants to the extent indicated:

<u>Name</u>	<u>No. of Hours</u>	<u>Rate</u>	<u>Total Amount</u>
-------------	---------------------	-------------	---------------------

NO CONSULTANTS AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use of consultants from the level estimated in subparagraph (a).
(end of clause)

H-15 Title to Equipment (Nonprofit Institutions of Higher Education and Nonprofit Organizations)

In accordance with FAR 35.014, "Government property and title", title to all equipment purchased with funds available for research under this contract shall vest in the acquiring nonprofit institution, namely those listed below, upon acquisition without further obligation to the Government. The equipment shall be used for the conduct of basic or applied scientific research.

(b)(4)



(end of clause)

H-16 Contractor Code of Business Ethics

The "agency Office of the Inspector General" referenced in FAR clause 52.203-13, "Contractor Code of Business Ethics" (DEC 2008) contained in Section I of this Contract, shall be the Department of Defense Office of the Inspector General (DoD OIG). Contact information is as follows:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contract Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011
(end of clause)

H-17 Export Control Clause

Should this project develop beyond fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community) with military or dual-use applications the following apply:

- (a) The contractor shall comply with all U. S. export control laws and regulations, including 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 contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance. However, schedules will be adjusted by mutual agreement of the parties as necessary to reflect customs or other government caused delays.
 - (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.
 - (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
 - (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
- (end of clause)

H-18 Invention Disclosure and Reports

All written communications required by this clause shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website.
(<https://s-edison.info.nih.gov/iEdison/>).
(end of clause)

H-19 Animal Studies

Research that involves the use of animals has been reviewed by a DoD veterinarian. The animal protocol letter is incorporated as an Attachment 3 to the contract.
(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-25 (DEV)	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEVIATION)	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-51	Exemption from Application of the Service Contract act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	NOV 2007
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-14	Toxic Chemical Release Reporting	AUG 2003
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52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
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52.232-25	Prompt Payment	OCT 2008
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52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
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52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
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52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7002	Animal Welfare	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General, ATTN: Defenses Hotline, 400 Army Navy Drive, Washington DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (c) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ - assigned to contract number _____.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007)

(a) As used in this clause--

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

Made means--

- (1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

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

Practical application means to manufacture, in the case of a composition 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 invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6

months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

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

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

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

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

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

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

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

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

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

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

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

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. HR0011-10-C-0032. This may be confirmed by contacting Administrative Contracting Officer (ACO) at DCMA Orlando."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1	Statement of Work
Attachment 2	Precontract Cost Agreement
Attachment 3	DoD Animal Use Approval Letters

Statement of Work - Phase 1

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Task 1.1.2 Gather test data raw datafiles of of natural image movies using 5.5M pixel camera.

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(b)(4)

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Task 1.2.6.1 Implement these models in an algorithmic format and deliver to EM. (b)(4)

Task 1.2.6.2 Code delivered models of RG's and their adaptation. (EM)

(b)(4)



Task.1.4 Continue development of the component neuronal, synaptic and wiring mechanisms of the EM neural system development and simulation environment. (EM)

(b)(4)



Task 1.5.3 Construct visual area V2, constrained by single neuron data from V2. Add cortical area V2, with neuronal properties and connectivity between cell types consistent with neuroanatomical literature, constrained by the functional characterizations

(b)(4)



(b)(4)

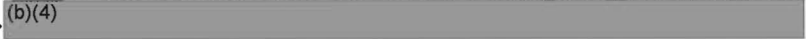


Task 1.5.5 Further constrain the parameters of cortical areas V1 and V2 to apply spatio-temporal neuron activity patterns collected in Gallant lab as they become available. (EM)

(b)(4)



Task 1.7.1.1 Provide functional characterization of existing bodies of single-unit data recorded from neurons in areas V1, V2 and V4 of primates during awake visual perception. We will provide EM with functional characterizations for existing single unit data, provide EM with software to conduct functional characterization of simulated neurons, and provide expertise in interpreting the results. (b)(4)



(b)(4)



(b)(4)

Task 1.7.2.1 Develop image libraries and fitness metrics that will support an evolutionary search for highperformance object recognition (b)(4) EM, (b)(4)

(b)(4)

Task 1.7.2.1.2 Prepare test sets to be used as fitness metrics in the development of EM system architectures/algorithms. (b)(4)

(b)(4)

Task 1.7.3 Assemble the large body of existing V4 and IT neuronal spiking data, including some simultaneous multi-channel data, collected by the DiCarlo Lab at MIT to date, into formats abstracted to provide neuronal fitness metrics against which the cell response properties of the *Evolved Machines* V4 and IT cortical levels can be compared. (b)(4)

(b)(4)

(b)(4)



Task 1.7.7 Establish reference performance for existing and bio-inspired object recognition systems (e.g. current implementations of HMAX-like systems) and update comparison with the EM neuromorphic object recognition system. (b)(4)

(b)(4)



(b)(4)



Task 1.8.2 Develop a non-negative (and therefore more readily neurally implementable: axons do not relay negative rates) sparse coding algorithm for learning features. (b)(4)

Task 1.8.3 Apply these algorithms in the highly overcomplete setting for achieving highly sparse representations in terms of a rich set of structural image features. (b)(4)

Task 1.8.4 Factorize each time varying sparse output variable into amplitude and phase components to explicitly capture the invariant and variant parts of the data, respectively.

(b)(4)

Task 1.8.5 Further adapt the learned features to image sequences. (b)(4)

Task 1.8.6 Validation. These factorized representations will be compared against the Gallant lab data from lower level areas (V1 and V2) to see if they adequately capture the locally invariant coding properties of these neurons, with the model then revised to better capture the data. (Olshausen)

(b)(4)



(b)(4)



Task 1.8.9.1 Revise the wavelet-based STRF models developed by (b)(4) to encompass the higher order shape features learned from natural scene statistics.

(b)(4)



Task 1.8.10 The combination of factorization and sparse coding may be further recapitulated to form a hierarchical model composed of four stages. This allows us to progressively build up invariant representations in a way that mimics the ventral stream of visual cortex: V1 – V2 – V4 – IT. This task will add further stages one at a time and evaluate the learned features in terms of what properties of object shape and motion they encode.

(b)(4)



Task 1.10 Engineering a low-power high performance portable platform. (b)(4) EM)

Task 1.11.1 Develop integrated simulation environment to emulate system in software, and compile parameters for the equivalent system in hardware. (b)(4)

Task 1.11.2 Design of system components and simulation/emulation of functional blocks (b)(4)
(b)(4)

Task 1.11.3 Design of first generation (1G) IFAT chip with 10⁴ compartments, AER spike events in/out, addressable dynamic synaptic units. (b)(4)

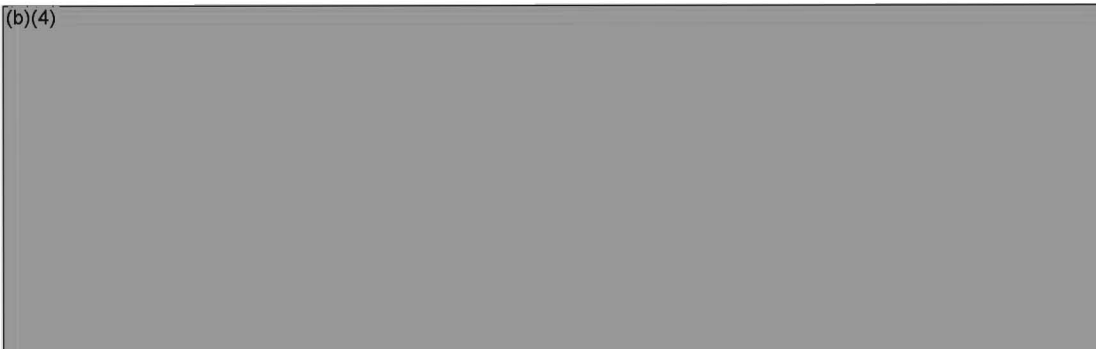
Task 1.11.4 MOSIS fab of 1G chip (b)(4)

Task 1.11.5 Design of 1G PCB w/ 1G chip, FPGA, and DRAM (b)(4)

Task 1.11.6 Programming of FPGA for AER based neural event registration, synaptic event routing (b)(4)

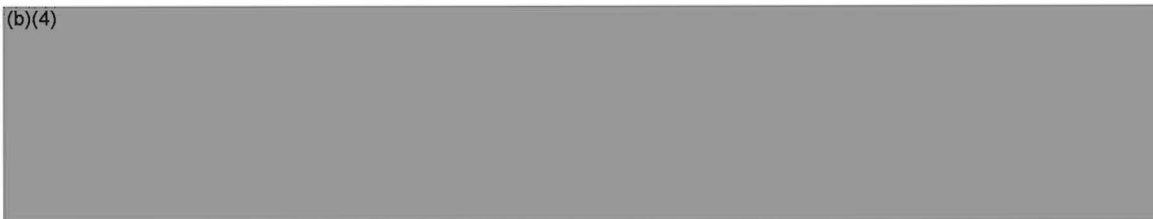
Task 1.11.7 Test and characterization of 1G chip/system, and evaluation of 10³ neuron system against GPU benchmark (b)(4)

(b)(4)



Task 1.11.12 Respin (if needed) of 1G PCB as 2G PCB for 2G chip, FPGA, and DRAM

(b)(4)



Task 1.12.1 Overall System Validation and Consultation. (b)(4) will work with the EM team early in the process to suggest process changes and risk mitigation efforts that will maximize product success. The technology transition lead shall appoint an engineer to offer system engineering and integration recommendations for the Phase I effort. The engineer shall provide the Evolved Machines team with support and guidance for the design and integration of the Phase I breadboard device with emphasis on the potential of the design to transition in Phase II, and eventual usage on unmanned platforms.

Task 1.12.2 Cultivate Customer Contacts for Neovision2. (b)(4) shall appoint a technology transition lead who will establish interface between (b)(4) customers with interest in enhanced visual object recognition performance. (b)(4) shall identify potential DoD, DHS, and Intelligence Community transition customers and develop and execute a Customer Contact Plan in order to identify the customer needs profile and determine potential concepts of operations

(CONOPs) for the applications suited to the Neovision2 device. This will include preparation of an assessment of the deployment profile and requirements and the identification of the capability gaps that exist. Multiple customer inputs will be considered and included in the needs profile as appropriate. A set of appropriate customer categories shall be developed, and candidate customers identified for each. During the course of Phase 1 meetings with these where Evolved Machines shall be responsible for presenting the object recognition capabilities of the program device, and (b)(4) shall be responsible for presenting plans to integrate advanced object recognition capabilities into the present generation of autonomous and remotely controlled robotic vehicles.

Task 1.12.3 Develop CONOPS for the Warfighter with SMEs. (b)(4) will consult with subject matter experts and investigate likely concept of operations (CONOPS) relevant to the warfighter. (b)(4) will identify a set of scenarios in which the Neovision2 sensor would be employed. (b)(4) will identify relevant features and specifications required during the course of the hypothetical scenarios. We will summarize these findings in a report that will be provided to Evolving Machines.

(b)(4)



HR0011-10-C-0032

Two pages denied in full pursuant to 5 U.S.C. § 552 (b)(4).



DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714

**ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE OF PRE-AWARD COSTS UNDER
CONTRACT HR0011-10-C-0032**

Re: (a) DARPA Order No. Z109/00
(b) Evolved Machines Federal Contracting, Inc.

The Contracts Management Office (CMO), Defense Advanced Research Projects Agency (DARPA), has received a valid and properly funded procurement request, reference (a), in support of DARPA's NeoVision Program. This request follows upon the receipt of reference (b), its synopsis, and its evaluation in accordance with the FAR at 6.302-1. The award of a Contract (cost) is intended.

Since the Contracting Officer has determined that incurrence of costs before the effective date of the Contract is necessary to ensure compliance with the proposed delivery schedule, the Government and the Contractor agree as follows:

FIRST: In the event a Contract is awarded, pre-award costs, not to exceed \$1,000,000 shall be allowable under the Contract, provided that the individual costs therein shall be:

- (a) otherwise allowable, reasonable, and allocable;
- (b) incurred no sooner than November 1, 2009 or after February 28, 2010; and,
- (c) incurred specifically and exclusively to accomplish work described in the proposal referenced above.

SECOND: Contract specifications and price(s) shall be agreed to by the earlier of:

- (a) February 28, 2010; or,
- (b) the date on which the amount of funds obligated, committed or expended under this Advance Agreement is equal to no more than \$1,000,000.

THIRD AND FINALLY: It is the intention of the Government to award a Contract to the Contractor, subject to final agreement on contract terms, specifications and price(s), which Contract shall incorporate this Advance Agreement. It is understood and agreed by both parties that this Agreement concerns the treatment of pre-award costs in the event of award of a Contract. This Agreement does not require the Contractor to incur any such costs, and any costs incurred are at the risk of the Contractor, pending the award of a Contract.

For the Contractor:

Date Nov 12, 2009

(b)(4)



For the Government:

Date 11/12/09

(b)(6)



Michael S. Mutty
Contracting Officer
DARPA Contracts Management Office



DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714

AMENDMENT 1

To

ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE OF PRE-AWARD COSTS UNDER
CONTRACT HR0011-10-C-0032

Re: (a) DARPA Order No. Z109/00
(b) Evolved Machines Federal Contracting, Inc.
(c) Advance Agreement to Authorize Incurrence of Pre-Award Costs Under Contract
HR0011-10-C-0032, dated November 13, 2009

The purpose of Amendment 1 to reference (c) is to update the following:

1) The following language is hereby modified as follows:

DELETE:

FIRST: In the event a Contract is awarded, pre-award costs, not to exceed \$1,000,000 shall be allowable under the Contract, provided that the individual costs therein shall be:

- (a) otherwise allowable, reasonable, and allocable;
- (b) incurred no sooner than November 1, 2009 or after February 28, 2010; and,
- (c) incurred specifically and exclusively to accomplish work described in the proposal referenced above.

INSERT:

FIRST: In the event a Contract is awarded, pre-award costs, not to exceed \$1,000,000 shall be allowable under the Contract, provided that the individual costs therein shall be:

- (a) otherwise allowable, reasonable, and allocable;
- (b) incurred no sooner than November 1, 2009 or after March 31, 2010; and,
- (c) incurred specifically and exclusively to accomplish work described in the proposal referenced above.

2) The following language is hereby modified as follows:

DELETE:

SECOND: Contract specifications and price(s) shall be agreed to by the earlier of:

- (a) February 28, 2010; or,
- (b) the date on which the amount of funds obligated, committed or expended under this Advance Agreement is equal to no more than \$1,000,000.

INSERT:

SECOND: Contract specifications and price(s) shall be agreed to by the earlier of:

- (a) March 31, 2010; or,
- (b) the date on which the amount of funds obligated, committed or expended under this Advance Agreement is equal to no more than \$1,000,000.

For the Contractor:

Date 2/25/10

(b)(4)

For the Government:

Date 2/24/10

(b)(6)

Michael S. Mutty
Contracting Officer
DARPA Contracts Management Office



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
US ARMY MEDICAL RESEARCH AND MATERIEL COMMAND
504 SCOTT STREET
FORT DETRICK, MD 21702-5012

February 23, 2010

Director, Office of Research Protections
Animal Care and Use Review Office

Subject: Review of USAMRMC Proposal Number DARPA-Z109 entitled, "Next Generation Visual Object Recognition"

Principal Investigator (b)(4)
Evolved Machines, Inc.
Palo Alto, CA

Dear (b)(4)

Reference: (a) DOD Directive 3216.1, "The Use of Laboratory Animals in DOD Programs"
(b) US Army Regulation 40-33, "The Care and Use of Laboratory Animals in DOD Programs"
(c) Animal Welfare Regulations (CFR Title 9, Chapter 1, Subchapter A, Parts 1-3)

The above-referenced proposal is "complex," having multiple protocols associated with it under the same award. In accordance with the above references, the protocol/s listed below which is/are associated with proposal DARPA-Z109 is/are approved by the USAMRMC Animal Care and Use Review Office (ACURO) for the use of the specific species mentioned and will remain so until its modification, expiration or cancellation.

Protocol DARPA-Z109.01 entitled, "Untitled," IACUC protocol number R216-1010, Principal Investigator Jack Gallant, is approved for the use of nonhuman primates. This protocol was approved by the University of California, Berkeley IACUC.

When updates or changes occur, documentation of the following action or events must be forwarded immediately to ACURO:

- IACUC-approved modifications, suspensions, and triennial reviews of the protocol (All amendments or modifications to previously authorized animal studies must be reviewed and approved by the ACURO prior to initiation.)
- USDA annual program/facility inspection reports
- Reports to OLAW involving this protocol regarding
 - a. any serious or continuing noncompliance with the PHS Policy;
 - b. any serious deviation from the provisions of the Guide for the Care and Use of Laboratory Animals; or
 - c. any suspension of this activity by the IACUC

- USDA or OLAW regulatory noncompliance evaluations of the animal facility or program
- AAALAC, International status change (gain or loss of accreditation only)

Throughout the life of the award, the awardee is required to submit animal usage data for inclusion in the DOD Annual Report on Animal Use. Please ensure that the following animal usage information is maintained for submission:

- Species used (must be approved by this office)
- Number of each species used
- USDA Pain Category for all animals used

For further assistance, please contact the Director, Animal Care and Use Review Office at (301) 619-2283, FAX (301) 619-4165, or via e-mail: acuro@amedd.army.mil.

Additionally, please note that because nonhuman primates will be used in this research, a Department of Defense veterinarian is required to conduct a site visit at the facility where the research will be performed. You will be contacted at a later date concerning this visit.

NOTE: Do not construe this correspondence as approval for any contract funding. Only the Contracting Officer or Grant Officer can authorize expenditure of funds. It is recommended that you contact the appropriate Contract Specialist or Contracting Officer regarding the expenditure of funds for your project.

Sincerely,

(b)(6)

Alec Hail, DVM, DACLAM
Colonel, US Army
Director, Animal Care and
Use Review Office

Copies Furnished:

Ms. Allison Keeley, Defense Advanced Research Projects Agency (DARPA)

(b)(4)



DEPARTMENT OF THE ARMY
US ARMY MEDICAL RESEARCH AND MATERIEL COMMAND
504 SCOTT STREET
FORT DETRICK, MD 21702-5012

REPLY TO
ATTENTION OF

February 04, 2010

Director, Office of Research Protections
Animal Care and Use Review Office

Subject: Review of USAMRMC Proposal Number DARPA-Z109, entitled, "Next Generation Visual Object Recognition"

Principal Investigator (b)(4)
Evolved Machines, Inc.
Palo Alto, CA

Dear (b)(4)

Reference: (a) DOD Directive 3216.1, "The Use of Laboratory Animals in DOD Programs"
(b) US Army Regulation 40-33, "The Care and Use of Laboratory Animals in DOD Programs"
(c) Animal Welfare Regulations (CFR Title 9, Chapter 1, Subchapter A, Parts 1-3)

The above-referenced proposal is "complex," having multiple protocols associated with it under the same award. In accordance with the above references, the protocol/s listed below which is/are associated with proposal DARPA-Z109 is/are approved by the USAMRMC Animal Care and Use Review Office (ACURO) for the use of the specific species mentioned and will remain so until its modification, expiration or cancellation.

Protocol DARPA-Z109.02 entitled, "Neuronal Mechanisms Underlying Visual Object Recognition," IACUC protocol number 0108-007-11, Principal Investigator James DiCarlo, is approved for the use of nonhuman primates. This protocol was approved by the Massachusetts Institute of Technology IACUC.

When updates or changes occur, documentation of the following action or events must be forwarded immediately to ACURO:

- IACUC-approved modifications, suspensions, and triennial reviews of the protocol (All amendments or modifications to previously authorized animal studies must be reviewed and approved by the ACURO prior to initiation.)
- USDA annual program/facility inspection reports
- Reports to OLAW involving this protocol regarding
 - a. any serious or continuing noncompliance with the PHS Policy;
 - b. any serious deviation from the provisions of the Guide for the Care and Use of Laboratory Animals; or
 - c. any suspension of this activity by the IACUC

- USDA or OLAW regulatory noncompliance evaluations of the animal facility or program
- AAALAC, International status change (gain or loss of accreditation only)

Throughout the life of the award, the awardee is required to submit animal usage data for inclusion in the DOD Annual Report on Animal Use. Please ensure that the following animal usage information is maintained for submission:

- Species used (must be approved by this office)
- Number of each species used
- USDA Pain Category for all animals used

For further assistance, please contact the Director, Animal Care and Use Review Office at (301) 619-2283, FAX (301) 619-4165, or via e-mail: acuro@amedd.army.mil.

Additionally, please note that because nonhuman primates will be used in this research, a Department of Defense veterinarian is required to conduct a site visit at the facility where the research will be performed.

You will be contacted at a later date concerning this visit.

NOTE: Do not construe this correspondence as approval for any contract funding. Only the Contracting Officer or Grant Officer can authorize expenditure of funds. It is recommended that you contact the appropriate Contract Specialist or Contracting Officer regarding the expenditure of funds for your project.

Sincerely,

(b)(6)

Alec Hall, DVM, DACLAM
Colonel, US Army
Director, Animal Care and
Use Review Office

Copies Furnished:

Ms. Allison Keeley, Defense Advanced Research Projects Agency (DARPA)

(b)(4)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
US ARMY MEDICAL RESEARCH AND MATERIEL COMMAND
504 SCOTT STREET
FORT DETRICK, MD 21702-5012

March 09, 2010

Director, Office of Research Protections
Animal Care and Use Review Office

Subject: Review of USAMRMC Proposal Number DARPA-Z109, entitled, "Next Generation Visual Object Recognition"

Principal Investigator (b)(4)
Evolved Machines, Inc.
Palo Alto, CA

Dear (b)(4)

Reference: (a) DOD Directive 3216.1, "The Use of Laboratory Animals in DOD Programs"
(b) US Army Regulation 40-33, "The Care and Use of Laboratory Animals in DOD Programs"
(c) Animal Welfare Regulations (CFR Title 9, Chapter 1, Subchapter A, Parts 1-3)

The above-referenced proposal is "complex," having multiple protocols associated with it under the same award. In accordance with the above references, the protocol/s listed below which is/are associated with proposal DARPA-Z109 is/are approved by the USAMRMC Animal Care and Use Review Office (ACURO) for the use of the specific species mentioned and will remain so until its modification, expiration or cancellation.

Protocol DARPA-Z109.03 entitled, "Circuit Mechanisms of Visual Encoding in the Vertebrate Retina," IACUC Protocol Number 11619, Principal Investigator Stephen Baccus, is approved for the use of mice and salamanders. This protocol was approved by the Stanford University IACUC.

When updates or changes occur, documentation of the following action or events must be forwarded immediately to ACURO:

- IACUC-approved modifications, suspensions, and triennial reviews of the protocol (All amendments or modifications to previously authorized animal studies must be reviewed and approved by the ACURO prior to initiation.)
- USDA annual program/facility inspection reports
- Reports to OLAW involving this protocol regarding
 - a. any serious or continuing noncompliance with the PHS Policy;
 - b. any serious deviation from the provisions of the Guide for the Care and Use of Laboratory Animals; or
 - c. any suspension of this activity by the IACUC

- USDA or OLAW regulatory noncompliance evaluations of the animal facility or program
- AAALAC, International status change (gain or loss of accreditation only)

Throughout the life of the award, the awardee is required to submit animal usage data for inclusion in the DOD Annual Report on Animal Use. Please ensure that the following animal usage information is maintained for submission:

- Species used (must be approved by this office)
- Number of each species used
- USDA Pain Category for all animals used

For further assistance, please contact the Director, Animal Care and Use Review Office at (301) 619-2283, FAX (301) 619-4165, or via e-mail: acuro@amedd.army.mil.

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Sincerely,

(b)(6)

Alec Hail, DVM, DACLAM
Colonel, US Army
Director, Animal Care and
Use Review Office

Copies Furnished:

Ms. Allison Keeley, Defense Advanced Research Projects Agency (DARPA)

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 03-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY DARPA CMO ATTN: MICHAEL MUTTY 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA ORLANDO 3655 MAGUIRE BLVD. ORLANDO FL 32803-3728			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVOLVED MACHINES FEDERAL CONTRACTING, IN 500 AUSTRALIAN AVE S STE 120 WEST PALM BEACH FL 33401-6235			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-10-C-0032		
			X 10B. DATED (SEE ITEM 13) 19-Mar-2010		
CODE 57R73		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral Modification- Incremental Funding					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mmoennc10762 See Page 2 of 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MUTTY / PCO TEL: 1-571-218-4588 EMAIL: Michael.Mutty@DARPA.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 03-Jun-2010	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to:

- 1) Fully fund the effort
- 2) Delete the incremental funding clause in G-6 and thus renumber Section G accordingly
- 3) Delete 52.232-22 from Section I

All other terms and conditions remain in full force and effect. The following is applicable:

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000103	Funding for CLIN 0001 CPFF FOB: Destination AO No. Z109/03	\$0.00	\$0.00	\$0.00
	ACRN AB			\$2,854,613.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,854,613.00 from \$3,909,226.00 to \$6,763,839.00.

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9700400 1320 Z109 P0620 2525 DPAC 0 5313 S12136 62715E

Increase: \$2,854,613.00

Total: \$2,854,613.00

The following have been modified:

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Michael S. Mutty , DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4588, e-mail: michael.mutty@darpa.mil.
(end of clause)

G-2 Electronic Submission of Payment Requests

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) Vendors that have never used WAWF shall follow the directions in the WAWF Vendor Getting Started Guide available at the following website:
<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>. This website also contains links for Vendor training and practice. Additional support can be obtained by calling WAWF Customer Service at 866-618-5988.

(2) Back up documentation (such as timesheets, monthly status reports, etc.) can be included and attached to the invoice in WAWF. Attachments should be in PDF format, but Attachments created in any Microsoft Office product may be attached. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DoDAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	Cost Voucher
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	S1002A
Service Approver DoDAAC	S1002A
DCAA Office DoDAAC	HAA540
Paying Office DoDAAC	HQ0338

(c) Cost Vouchers from Contractors approved by DCAA for direct billing will be directly routed to DFAS. Cost Vouchers from Contractors not approved for direct billing will be routed to DCAA for approval before the Cost Voucher is routed to DFAS. All Final Cost Voucher submissions will be routed to the Service Approver for approval. The DCAA office for this award is:

10200 49th Street North
Suite 201
Clearwater, FL 33762-5030

DoDAAC: HAA540
Phone No: (727) 299-1100
Fax No: (727) 299-1135
E-mail: dcaa-fao1271@dcaa.mil

(d) For each invoice/cost voucher submitted for payment, the contractor shall also e-mail the WAWF automated invoice notice directly to the following points of contact:

Name	E-mail	Phone	Role
Gill Pratt	Gil.Pratt@darpa.mil	(571) 218-4614	Program Manager

G-3 Delegation of Authority for Contract Administration

(a) DCMA Orlando is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.
(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

G-6 Payment of Cost and Fee

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

(1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".

(2) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.232-22 Limitation Of Funds

APR 1984

(End of Summary of Changes)