AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER					RATING		OF PAGES		
2. CONTRACT (Proc. Inst. Ident.) NO.	UNDER DPAS (1: 3. EFFECTIVE DAT						CHASE REQUEST/PF	1	26
HR0011-11-C-0013		16 Nov			B640/00		CITAGE REQUEST/I I	COJECT N	Ю.
	HR0011	6	. ADM	IINISTERED	BY (If othe	r than I tem 5)	CODE		
DARPA CMO		-							
ATTN: CHRISTOPHER GLISTA 3701 N. FAIRFAX DR.		1	See	Item 5					
ARUNGTON VA 22203									
7. NAME AND ADDRESS OF CONTRACT	OR (No., street, city, c	ounty state an	d zin code	.)		8. DELIVER	v		
SONALYSTS, INC. 215 PARKWAY N	OK (Martin Chapter		a ap cone,			[] FOE		THER (S	ee below)
WATERFORD CT 06385-1209							FOR PROMPT PAYMENT		
				3		Net 30 Days			
	2			-		10. SUBMIT IN		ITEM	
						(4 copies unless of TO THE ADDI	otherwise specified) RESS	Se	ction G
CODE 1L297	FACILITY CODE					SHOWN IN:			
11. SHIP TO/MARK FOR CODE			12. PA DFASIN	YMENT WI DIANAPOLIS CE	LL BE MA	ADE BY	CODE	HQ0347	
				R PAY OFFICE - I OTH STREET	NDIANAPOLI:	S			
Con Cohodula				POLIS IN 46249					
See Schedule									
13. AUTHORITY FOR USING OTHER TH	IAN FULL AND OP	EN	14. AC	COUNTING	AND APP	ROPRIATIO	N DATA		
COMPETITION: [] 10 U.S.C. 2304(c)() [] 41	I U.S.C. 253(c)(,	See S	chedule					
	PPLIES/ SERVICES	,	150.0	UANTITY	15D. UI	NIT	15E. UNIT PRICE	150	AMOUNT
ISB. BUI	T EIES SERVICES		13C. Q	ZOANTITT	130. 01	<u> </u>	13E. ONTI PRICE	151.	AMOUNT
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SEE S	CHEDULE								
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·		m.n.n.			. TOTAL	AMOUNT O	F CONTRACT		\$504,842.00
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X A SOLICITATION/ CONTRACT X B SUPPLIES OR SERVICES AND		1 -	X		RACT CLA				23 - 26
X B SUPPLIES OR SERVICES AND X C DESCRIPTION/ SPECS./ WOR		8 - 10		J LIST C			XHIBITS AND OTH	ER ATTA	CHMENTS
X D PACKAGING AND MARKING		11					HONS AND INSTRU	CTIONS	
X E INSPECTION AND ACCEPTA		12	1	K I			FICATIONS AND		
X F DELIVERIES OR PERFORMAN		13 - 14 15 - 16	++			MENTS OF O	FFERORS CES TO OFFERORS		
X H SPECIAL CONTRACT REQUI		17 - 22	\Box			ACT ORS FOI			
	CONTRACTINGOFF	ICER WII		MPLETE IT	EM 17 OR	18 AS APPL	ICABLE		
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT document and return copies to issuing office.) Co	Contractor is required to intractor agrees to furnish and		18.[]	AWARD (Con	ractor is not re	quired to sign this d	ocument.) Your offer or	Solicitation N	Num ber
items or perform all the services set forth or otherwise iden sheets for the consideration stated herein. The rights and of		nuation	includin	ng the additions or	changes made	by you which addi	tions or changes are set forth in	full	
contract shall be subject to and governed by the following (b) the solicitation, if any, and (c) such provisions, represent	documents: (a) this award/cor						n any continuation sheets. This		
as are attached or incorporated by reference herein.	nations, certifications, and spe	ciricadolis,				ng documents: (a) tractual document i	the Government's solicitation a s necessary.	na your orrer	, and
(Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER	Type or print!		204	NAME OF C	ONTRAC	TING OFFICE	ER .		
TALLIAND THE OF SIGNER	Type or print)		1	S GLISTA /	ONTRAC	i mo offici	ar.		
				571-218-4405			EMAIL: christopher.gl	.ista@darp	oa.mil
19B. NAME OF CONTRACTOR	19C. DAT	E SIGNED	20B.	UNITED CT (b)(6)	ATECOE	AMEDICA		20C. DA	ATE SIGNED
				(3)(3)				16-No	ov-2010
BY			BY_		10.	10		-[
(Signature of person authorized to sign)					(Signatu	re of Contracting O		1	DM 24 (DEN 4000

Section B - Supplies or Services and Prices

ITEM NO. 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$24,969.00	AMOUNT \$24,969.00
	FFP The Contractor shall perform (ACTUV) Game effort in with Attachment No. 1 - 5	support of the AC	TUV Program,	Phase 1 in accordance	
	ACTUV - Integrated Mas FOB: Destination	ster Schedule			
			·	NET AMT	\$24,969.00
ITEM NO. 000101	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding for CLIN 0001 FFP				
	FOB: Destination AO No. B640/00				
				NET AMT	\$0.00
	ACRN AA CIN: 0000000000000000	0000000000000000			\$24,969.00

Page 3 of 26

ITEM NO. 0002	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$50,000.00	AMOUNT \$50,000.00
	FFP ACTUV - Deep Water Sir FOB: Destination	mulation Engine Li	icense Fee		
				NET AMT	\$50,000.00
ITEM NO. 000201	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding for CLIN 0002 FFP				\$0.00
	FOB: Destination AO No. B640/00				
				NET AMT	\$0.00
	ACRN AA CIN: 000000000000000000000000000000000000	000000000000000000000000000000000000000			\$50,000.00
					. •
ITEM NO. 0003	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$24,647.00	AMOUNT \$24,647.00
	FFP ACTUV - Software Requ FOB: Destination	uirements Specifica	ation		
				NET AMT	\$24,647.00

Page 4 of 26

ITEM NO. 000301	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding for CLIN 0003 FFP				
	FOB: Destination				
	AO No. B640/00				
				NTT 43 (T	# 0.00
				NET AMT	\$0.00
	ACRN AA CIN: 000000000000000000	0000000000000			\$24,647.00
	CIN. 000000000000000	000000000000000000000000000000000000000			
		0.7.1.3.70070077	* 72 ****		/
ITEM NO. 0004	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$87,356.00	AMOUNT \$87,356.00
	FFP				
	ACTUV - Software Desig	gn Description			
				NET AMT	\$87,356.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401					\$0.00
	Funding for CLIN 0004 FFP				
	FOB: Destination AO No. B640/00				
•	110 110. D0 10/00				
				NET AMT	\$0.00
	ACRN AA				\$87,356.00
	CIN: 00000000000000000	0000000000000000			ψο,,550.00

Page 5 of 26

ITEM NO. 0005	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$125,050.00	AMOUNT \$125,050.00
	FFP ACTUV - Software Test I FOB: Destination	Plan, ACTUV Gar	ne (beta), and A	ACTUV Game (final)	
				NET AMT	\$125,050.00
ITEM NO. 000501	SUPPLIES/SERVICES Funding for CLIN 0005 FFP	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FOB: Destination AO No. B640/00				
				NET AMT	\$0.00
	ACRN AA CIN: 00000000000000000	000000000000000000000000000000000000000)		\$125,050.00
ITEM NO. 0006	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$55,002.00	AMOUNT \$55,002.00
	FFP ACTUV - User Manual FOB: Destination				
				NET AMT	\$55,002.00

Page 6 of 26

ITEM NO. 000601	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding for CLIN 0006 FFP				\$ 0.00
	FOB: Destination				
	AO No. B640/00				
				NET AMT	\$0.00
	ACRN AA CIN: 000000000000000000000000000000000000	000000000000000000000000000000000000000			\$55,002.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot	\$39,636.00	\$39,636.00
	FFP ACTUV - Data Collectio FOB: Destination	n and Analysis Pla	n		
				NET AMT	\$39,636.00
ITEM NO. 000701	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
000,01	Funding for CLIN 0007				\$0.00
	FFP FOB: Destination AO No. B640/00				
				NET AMT	\$0.00
	ACRN AA CIN: 00000000000000000	000000000000000000000000000000000000000			\$39,636.00

Page 7 of 26

ITEM NO. 0008	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE \$98,182.00	AMOUNT \$98,182.00
	FFP ACTUV - Analysis Repo FOB: Destination	rt (draft, prelimina	ary, and final), a	nd Final Report.	
				NET AMT	\$98,182.00
ITEM NO. 000801	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding for CLIN 0008 FFP FOB: Destination				
	AO No. B640/00				
				NET AMT	\$0.00
	ACRN AA CIN: 000000000000000000000000000000000000	000000000000000000000000000000000000000	0		\$98,182.00

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Numbers (CLINs) 0001, 0002, 0003, 0004, 0005, 0006, 0007 and 0008 in accordance with the Statement of Work entitled, "ASW Continuous Trail Unmanned Vessel (ACTUV) Game," in support of the ACTUV Program, Phase 1. A copy of the Statement of Work is incorporated into the Contract as Attachment No. 1.

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.
 - 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:

R&D STATUS REPORT PROGRAM FINANCIAL STATUS

Work Breakdown		nulative to Date	At Completion		
Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate Remarks	
					-
	Planned Expend	Planned Actual Expend Expend	Planned Actual % Budget Expend Expend Compl	Planned Actual % Budget At Expend Expend Compl Compl	Planned Actual % Budget At Revised Expend Expend Compl Compl Estimate Remarks

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 TECHNICAL REPORT. The Contractor shall deliver a final report upon completion of the basic Contract. 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 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

- (3) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES. The Contractor shall also deliver those items listed in the Contract Attachment No. 1 Statement of Work, as applicable. The Contractor shall adhere to the schedule, as applicable, contained in the Statement of Work. Presentation materials (hard and soft copy) for all briefings given to the Government shall be provided in the Contractor's format.
- (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 shall have the following citation:

Sponsored by
Defense Advanced Research Projects Agency
Tactical Technology Office (TTO)
Program: ACTUV
Issued by DARPA/CMO under Contract No. HR0011-11-C-0013

(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) The Final Technical Report 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.
- (4) Distribution Statement B applies. "Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological information. Other requests for this document shall be referred to DARPA Technical Office via email at prc@darpa.mil."

Note to Contractor: In accordance with the applicable Data Rights clauses(s), all proprietary information within the data deliverables shall be clearly identified/marked as such for each such occurrence (use of footnotes, or similar forms of reference, for purposes of such identification is encouraged).

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

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
000101	Destination	Government	Destination .	Government
0002	Destination	Government	Destination	Government
000201	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
000301	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
000401	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
000501	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
000601	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
000701	Destination	Government	Destination	Government
8000	Destination	Government	Destination	Government
000801	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

(a) The term of the Contract commences on the effective day of award, and continues through May 9, 2011.

F-2 Reports and Other Deliverables

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:

Description

Due Date

R&D Status Report

On a monthly basis, within seven (7) days after the end of the previous reporting month

Final Report

Upon completion of the Contract

Additional Miscellaneous Data Deliverables

See Attachment No. 1 - Statement of Work

F-3 Report Distribution

(a) DARPA/Tactical Technology Office (TTO)
ATTN: Robert McHenry
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: robert.mchenry@darpa.mil
(one copy of every report and deliverable)

(b) DARPA/Tactical Technology Office (TTO)
ATTN: Assistant Director, Program Management (ADPM)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: adpm-tto@darpa.mil
(one copy of the R&D Status Reports and Final Report)

(c) Dr. Robert A. Brizzolara, Contracting Officer's Representative Office of Naval Research
Sea Platforms and Weapons Division
Code 333, 875 N. Randolph Street
Arlington, VA 22203
Email: robert.brizzolara@navy.mil
(one copy of every report and deliverable)

- (d) DARPA/Research Services
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: ResearchServices@darpa.mil
 (one copy of the Final Report)
- (e) Defense Technical Information Center
 - (1) Email: TR@dtic.mil
 (one electronic copy of the Final 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 Report, if unclassified)
- (f) DARPA/Contracts Management Office (CMO)
 ATTN: Christopher L. Glista
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: reportscg@darpa.mil

(one copy of the R&D Status Reports and Final Report)

Note 1: (a) through (f) – submissions of unclassified materials only. Submission of classified material shall be coordinated through DARPA/Security & Intelligence Directorate (SID) and/or Robert McHenry, DARPA Program Manager, in accordance with the DD 254, as applicable.

Note 2: For the Final Technical Report(s), the Contractor must also comply with the distribution requirements of DFARS 252-235-7011, as applicable.

F-4 Notice Regarding Late Delivery

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.

ACCOUNTING AND APPROPRIATION DATA

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative/Contracting Officer

- (a) The Procuring Office Representative/Contracting Officer is Christopher L. Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, and E-mail: christopher.glista@darpa.mil.
- (b) 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.

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	Select 2-in-1 for FFP Actions
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	HR0011
Service Approver DoDAAC	HR0011, Extension 08
DCAA Office DoDAAC (Used on Cost Vouchers only)	N/A
Paying Office DoDAAC	HQ0347

(c) 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:

NameE-mailPhoneRoleRobert Brizzolararobert.brizzolara@navy.mil(703) 696-2597COR

Christopher L. Glista Christopher.glista@darpa.mil (571) 218-4405 Contracting Officer

G-3 Delegation of Authority for Contract Administration

Reserved.

G-4 Contracting Officer's Representative (COR)

- (a) Performance of work under this contract shall be subject to the technical direction of Dr. Robert A. Brizzolara, Office of Naval Research, Sea Platforms and Weapons Division, Code 333, 875 N. Randolph Street Arlington, VA 22203, telephone no.: (703) 696-2597, e-mail: robert.brizzolara@navy.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.
 - (b) Technical direction shall not include any direction which:
 - (1) Constitutes additional work outside the scope of work;
 - (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
 - (4) Changes any of the stated terms, conditions, or specifications of the contract.
- (c) A copy of the Contracting Officer's Representative designation memorandum is incorporated into the Contract as Attachment No. 2.

G-5 Payment Instructions for Multiple Accounting Classification Citations

(a) If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year. (end of clause)

G-6 Incremental Funding

(a) The Contract is fully funded.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Type of Contract

(a) This is a Firm Fixed Price contract.

H-2 Public Release or Dissemination of Information

(a) At this time, DARPA expects the work performed under this contract will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval, which will be communicated to the Contractor by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. These restrictions must be flowed down to all subcontractors. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARs 252.235-7010.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the PRC and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to PRC@darpa.mil or via hard copy to 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/prc for information about DARPA's public release process.

H-3 Key Personnel

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

(b)(4)			

(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.

H-4 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.

H-5 <u>Invention Disclosure and Reports</u>

(a) All written communications required by DFARS clause 52.227-11, "Patent Rights - Ownership by the Contractor (DEC 2007) 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/.

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated August 13, 2010 and a copy of the Contractor's Online Representations and Certifications (ORCA) effective from February 1, 2010 through February 1, 2011 are incorporated herein by reference.

H-7 Travel

- (a) 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.
- (b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.
- (c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.
- (d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least thirty (30) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

H-8 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.

H-9 Military Security Classification

Military security requirements in the performance of the Contract shall be maintained in accordance with the DD Form 254, Contract Security Classification Specification, contained in Section J, Attachment No. 4.

H-10 Sonalysts, Inc. Commercial Software License Agreement

1. **DEFINITIONS**

- A. "Software": the version current as of the date of the Program of the executable version of computer program Simulation Engine developed by Sonalysts, Inc. and all modifications by Sonalysts, Inc. derived therefrom, as incorporated into the software, and the documentation necessary for Licensee to exercise the license rights granted hereunder that is delivered with the Software.
- B." Licensee": The United States Government represented herein by the Defense Advanced Research Projects Agency.
- C. "Program": United States Government Contract No. <u>HR0011-11-C-0013</u> awarded to Sonalysts, Inc.
- D. "Licensor": Sonalysts, Inc. ("Sonalysts"), a Connecticut corporation.
- E. "Scope of Use": Licensee purposes related to the ASW Continuous Trail Unmanned Vessel (ACTUV) Program including purposes disclosed in the contract for the Program listed above.
- F. "Agreement": this Software License Agreement as executed by Licensee and Sonalysts, Inc. and all attachments and modifications to it.

2. LICENSE TERM

The license granted herein is effective when the Software is delivered. The license term is perpetual, but shall terminate in the event that Licensee fails to cure a material violation of the terms of this Agreement within ten (10) days after written notification from Sonalysts. Licensee's obligations with respect to Article 6, "Confidentiality" shall survive the termination of this Agreement.

3. <u>LICENSE GRANT</u>

This Agreement does not provide Licensee with title to, or ownership of the Software, but only a right of limited use during the term of this Agreement. The Software, including its source code, is, and shall remain, the property of Sonalysts. If Licensee is an agency or department of the U.S. Government, Sonalysts licenses the

Software to Licensee as Commercial Software in accordance with DFARS 227.7202-3. The transfer of the title to the Software is explicitly excluded from any provisions of FAR clauses 52.249-2 and 52.249-9, that would transfer the title of Sonalysts' Simulation Engine provided under this Agreement.

Upon award of the contract for the Program, Sonalysts hereby grants to Licensee a nonexclusive, non-transferable, paid up license to use the Software for the purpose set forth in the Scope of Use clause above. Licensee may make copies of the Software as required for its licensed use, provided that Licensee shall reproduce all proprietary notices (e.g., copyright, trade secret, trademark) in the same form as in the original. The term "copy" as used in this Agreement means any reproduction of the Software, in whole or in part, in any form whatsoever, including without limitation, print-outs on any legible material, duplication in memory devices of any type, and handwritten or oral duplication or reproduction. Remote users not a party hereto may claim no rights under this License Agreement. Licensee agrees that it shall comply with all limitations on its use of the Software. Licensor agrees that Licensee, in exercising the rights granted hereunder, may disclose or display the Software to third parties for Program Purposes. Licensor agrees to hold Licensee and its support contractors harmless from any loss, damage or liability arising from such third party use of the Software.

4. OWNERSHIP AND LIMITATION OF RIGHTS

All rights not specifically granted in this Agreement are reserved by Sonalysts. Licensee shall not, in any way, modify, enhance, decode, or reverse engineer the Software.

5. PROPRIETARY RIGHTS, TRADE SECRETS, COPYRIGHT, AND TITLE

The Software, including the original and any copies thereof, in whole or in part, and all trade secrets, copyrights, patent and other intellectual and proprietary rights therein, are and remain the valuable property of Sonalysts. Aspects of the Software that are Sonalysts' trade secrets include the specific design and structure of the individual programs and their interaction, and the unique programming techniques employed therein for certain tasks. Licensee understands that the Software may be an unpublished work and agrees that the existence of any copyright notice shall not be construed as an admission or presumption that publication has occurred.

6. CONFIDENTIALITY

Licensee understands and agrees that the Software constitutes the valuable properties and trade secrets of Sonalysts embodying substantial creative efforts and confidential information, ideas and expressions. Licensee shall not alter or remove any proprietary rights or copyright notices or identification that indicates Sonalysts' ownership interest from any part of the Software.

7. WARRANTY

Sonalysts warrants that the media on which the Software is furnished is free from defects in workmanship or material under normal use and service for 90 days from the date of delivery of the Software. This warranty does not cover material that has been lost, stolen or damaged by accident, misuse, or unauthorized modification.

SONALYSTS MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR STATUTORY, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE WITH RESPECT TO THE SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AS A RESULT, THE SOFTWARE IS LICENSED "AS IS", WITHOUT WARRANTY OF ANY KIND EXCEPT AS STATED ABOVE. THE ENTIRE RISK AS TO THE SELECTION, USES, LIMITATIONS, QUALITY OR PERFORMANCE OF THE SOFTWARE RESTS WITH LICENSEE WHICH BEARS THE ENTIRE COST OF ANY SERVICE, REPAIR, OR CORRECTIONS. FURTHER, SONALYSTS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT

OF THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. LICENSEE RELIES ON THE SOFTWARE AND RESULTS SOLELY AT ITS OWN RISK. ANY REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE SOFTWARE, WHETHER MADE BY SONALYSTS' EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT SHALL NOT BE DEEMED TO BE A WARRANTY BY SONALYSTS FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SONALYSTS WHATSOEVER.

8. INDEMNITY

Sonalysts shall indemnify and hold Licensee, its agents and employees, harmless from any loss, damage, or liability resulting from a claim that use of the Software, when used properly and within the scope of this License Agreement, infringes any patent, copyright, license, trade secret, or other proprietary right, provided that (i) Sonalysts is notified in writing within ten (10) calendar days of any suit or written infringement claim against Licensee, (ii) Licensee permits Sonalysts to defend, compromise or settle the claim of infringement and gives Sonalysts all available information, assistance, and authority to enable Sonalysts to do so, and (iii) Licensee fully observes all the terms and conditions of this License Agreement. Sonalysts shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit, or proceeding without prior written consent. Sonalysts' indemnity obligations under this Article 8 shall not apply to any infringement arising out of use of the Software in combination with other software or equipment or operating environment (other than a use in a combination authorized by this License Agreement or required in the performance of the Program) where such infringement would not have occurred but for such use in combination.

9. LIMITATION OF REMEDIES

SONALYSTS' ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY IS TO REPLACE ANY MEDIA WHICH DOES NOT MEET THE WARRANTY UNDER ARTICLE 7. IT IS THE INTENTION OF THE PARTIES THAT THE PROVISIONS OF THIS ARTICLE SHALL CONTINUE IN EFFECT EVEN IF LICENSEE'S SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.

IN NO EVENT IS SONALYSTS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS SOFTWARE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS OR SAVINGS, OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF THE USE OF THE SOFTWARE, CLAIMS BY OTHERS, INCONVENIENCE, OR SIMILAR COSTS, EVEN IF SONALYSTS HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

10. GENERAL

This Agreement is governed by federal law and federal regulations. This Agreement may only be modified by a bilateral written amendment by authorized officials of the parties. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement. Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement or the Software without Sonalysts' express authorization.

THIS LICENSE AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE TERMS OF THIS LICENSE

OF SONALYSTS' SOFTWARE AND SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS.

(end 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 of	r JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2007
	Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting	SEP 2006
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
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	ofSEP 2006
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	s SEP 2006
	Of The Vietnam Era, and Other Eligible Veterans	
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.227-11	Patent RightsOwnership By The Contractor	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-2	Payments Under Fixed-Price Research And Development	APR 1984
	Contracts	
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	ChangesFixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-6	Subcontracts for Commercial Items	JUN 2010
52.245-1 (Dev)	Government Property (Deviation)	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S Flag Commercial	FEB 2006
	Vessels	
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
50.040.0	Price)	
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 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-	DEC 2008
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
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
252.204-7008	Export-Controlled Items	APR 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7007	Reporting of Government-Furnished Equipment in the DoD	NOV 2008
	Item Unique Identification (IUID) Registry	
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and	JUN 1995
252 225 5215	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-	JUN 1995
252 225 5225	Furnished Information Marked with Restrictive Legends	
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	AUG 2009
	Components (DoD Contracts)	
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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)

52.252-2 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/farsite-script.html

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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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)

Acknowledgment of Support and Disclaimer. (MAY 1995) 252.235-7010

- (a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency under Contract No. HR0011-11-C-0013.
- (b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency.

REMARKS

FAR 52.219-28 Under pargraph (g), the Contractor represents that it is a small business concern

under NAICS Code 541712 assigned to contract number HR0011-11-C-0013.

FAR 52.227-11 Update paragraph (j) to read as follows:

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

(https://s-edison.info.nih.gov/iEdison/)."

DFARS 252.211-7003 insert the word, "N/A," in spaces under subparagraph (c)(1)(ii).

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

Statement of Work for ASW Continuous Trail Unmanned Vessel (ACTUV) Game effort, Attachment No. 1

dated November 8, 2010 (3 pages)

Attachment No. 2 Contracting Officer's Representative (COR) Designation Memorandum, dated July 23,

2010 (3 pages)

Attachment No. 3 DD Form 254, Contract Security Classification Specification, dated September 9, 2010 (4 pages)

STATEMENT OF WORK FOR

ASW CONTINUOUS TRAIL UNMANNED VESSEL (ACTUV) GAME EFFORT IN SUPPORT OF THE ACTUV PROGRAM, PHASE 1

1.1 Quality Assurance

The Contractor shall audit the project processes, associated work products and services, and report the audit results to project team members.

Deliverables

No external deliverables.

1.2 Program Management

The Contractor shall establish plans for performing software engineering and for managing the software project by developing estimates for the work to be performed, establishing the necessary commitments, and defining the plan to perform the work. The Contractor shall use metrics and data collected to track and manage cost, quality, and schedule. The Contractor shall manage the project and the involvement of the relevant stakeholders according to an integrated and defined process that is tailored from the organization's set of standard processes.

Deliverables

- Kickoff Meeting: The Contractor shall present planned events and milestones using a Microsoft PowerPoint presentation; the Contractor shall generate minutes that capture discussion highlights and assigned action items. (NLT 10 days after contract award)
- Integrated Master Schedule (NLT 10 days after contract award)

1.2.1 Simulation

1.2.1.1 Requirements Definition and Analysis

Requirements shall be gathered from the various stakeholders and used to guide the engineering activities. The requirements shall be documented in a Software Requirements Specification (SRS). The requirements specification shall first be reviewed by the Contractor project team. A final review shall be done with the customer. The result is an approved requirements specification that is the basis for software development and project management activities. The customer will sign off on the requirements.

Deliverables

• Software Requirements Specification: The SRS shall contain the software requirements for the ACTUV simulation project; the SRS will be documented using Microsoft Word and Excel. (NLT 20 days after contract award)

1.2.1.2 Software Design and Implementation

The Contractor shall develop the software design for the product architecture, user interface, and other design aspects of the product. The design shall establish traceability between the design elements and the requirements. The Contractor shall implement the development of the product from the approved designs.

Deliverables

- Software Design Description: The SDD shall document the software design for the product architecture, user interface, and other design aspects of the product; the SDD will be created using Microsoft Word and Excel. (NLT 30 days after contract award)
- ACTUV Game beta version: The modified beta version of SCS-DW will be implemented the ACTUV platform and scenarios into the SCS-DW game engine. (NLT 60 days after contract award)
- ACTUV Game final version: The modified final version of SCS-DW will be implemented the ACTUV platform and scenarios into the SCS-DW game engine. (NLT 90 days after contract award)

1.2.1.3 Software Test

The Contractor shall conduct verification and validation processes to ensure the ACTUV Simulation game product fulfills the requirements established in the requirements phase and to demonstrate that the implementation of the game design has captured the intended product.

Deliverables

• Test Plan: The test plan shall address the plan for testing; identify components for test; identify the testing environment, site, and personnel; schedule for the test activities; and identify planned tests, general test conditions, test coverage, test progression, data recording, reduction, and analysis. (NLT 45 days after contract award)

1.2.1.4 Software Deployment

The Contractor shall develop a simplified user manual for distribution with the downloadable ACTUV Simulation game. The Contractor shall also support the uploading of the final game to the DARPA server/servers from which the public may download the game. Additionally, the Contractor shall provide software maintenance and help support for a period of 60 days following the upload of the game.

Deliverables

- User Manual: The manual shall describe the overall game concept, the ACTUV platform in-game interfaces, and the request for submission of post game data. The user manual will be distributed in .pdf format. (NLT 90 days after contract award)
- Helpdesk support: The Contractor shall provide 2 months of email-helpdesk support. The Contractor shall provide a specific ACTUV customer support email address that

can be used by public players to request help with installation and game play issues. (90-150 days after contract award)

1.2.2 Data Collection and Analysis

1.2.2.1 <u>Data Collection and Analysis Plan</u>

Establish the plan for conducting the analytical study of the ACTUV simulation. The study will incorporate data from a wide range of individual participation.

Deliverable

Data Collection and Analysis Plan: In the plan document, the Contractor will describe the study objectives, analysis questions that address these objectives, the metrics that measure the quantities needed to answer the analysis questions, and collection of the data required to compute the metrics. The Contractor will propose the study objectives for approval of the DARPA sponsor.

1.2.2.2 Conduct of the Experiment

The Contractor will collect and analyze data from ACTUV game play to quantify performance of selected ACTUV configurations, with variations in sonar detection range, speed, endurance, and maneuverability. The experiment will be conducted to collect data from a wide variety of the general public who play against each other or against an automated opponent in predefined scenarios. The data collected from these game play sessions will be used to compute metrics that will support the definition of required ACTUV capabilities that are very robust relative to employment tactics.

Deliverable

The Contractor will provide a final report that summarizes the methodology, extent of data collected, the metrics computed, and the recommended ACTUV capabilities, including observations on any unusual data items encountered.



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

July 23, 2010

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

FROM:

DARPA, Contracts Management Office

TO:

Dr. Robert A. Brizzolara, Office of Naval Research, Sea Platforms and Weapons

Division, Code 333, 875 N. Randolph St., Arlington, VA 22203

(Email: robert.brizzolara@navy.mil)

SUBJECT:

Appointment as Contracting Officer's Representative (COR)

1. You are hereby appointed as the Contracting Officer's Representative for:

Contract Number:

HR0011-11-C-0013

Contractor:

Sonalysts, Inc.

Program Description:

ASW Continuous Trail Unmanned Vessel (ACTUV)

- 2. This appointment authorizes and designates you to perform the following duties and/or responsibilities as specified herein:
 - a. Furnish plans, schedules, specifications, descriptions, and other documents to the contractor as required by the contract.
 - b. Assist the contractor in interpreting technical aspects of the contract specifications/statement of work. Differences of opinion and interpretations which could affect the terms and conditions of the contract will be referred to the contracting officer for resolution.
 - c. Provide Government recommendations/approvals to the contractor promptly in all cases where the contract calls for technical approval.
 - d. Observe, monitor, and assess the contractor's performance under the terms of the contract. This includes reporting promptly to the contracting officer any failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance.

- 3. In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer or the Contract Administrator/Specialist immediately when you are unable to perform these duties.
- 4. In your dealings with the contractor you must not give technical direction as though the contractor's employees are Government employees. You must maintain a formal, armslength relationship with the contractor in order to avoid even an appearance that the contract is one for personal services. If the contractor's performance takes place in a Government facility, then to the maximum extent practicable, the contractor's work area should be physically separated from areas in which Government employees work, and communication with the contractor's employees on contractual matters should be only through that contractor employee(s) designated by the contractor to supervise them. You must not give any direction to the contractor that is not authorized by the statement of work because it is not the intent of the Government that a contractor be required to do anything that is not included in the contract.
- 5. You are responsible for providing prompt notification to the contracting officer any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.
- 6. You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule or any other terms and conditions of the basic contract, or to direct the accomplishment of effort which would exceed the scope of the basic contract. You must be especially cautious in providing interpretation of the specifications/ statement of work. The agreement reached or technical direction given must be formalized in writing with copies to the contracting officer. You shall also inform the contractor that if he believes that the COR's interpretation is erroneous, the contractor must notify the contracting officer in writing concerning the details of his position.
- 7. Specific duties in addition to those above are as follows:
 - a. Control all government technical interfaces with the contractor.
 - b. Ensure that copies of government technical correspondence are forwarded to the contracting officer for placement in the contract file.
 - c. Promptly furnish documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the contracting officer for appropriate action.
 - d. Review and, if required (i.e., Fixed Price Payments), accept invoices submitted through WAWF as stipulated in Section G of the Contract.

- e. Provide required review of Patent/Invention Disclosures made in I-Edison (http://www.iedison.gov).
- f. The COR must maintain a separate file for each contract for which he/she acts as COR. The file should serve as a repository and record of all documents and communications between the contractor and the COR. At a minimum, the file must include a copy of the contract and all modifications as well as the COR appointment letter. Examples of other file documentation may include:
 - Reports required per the contract, e.g. interim and final technical or patent reports
 - Memoranda for Record documenting important contract discussions
 - Records of formal meetings, e.g. post award conference, program reviews, etc.
- g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.
- 8. If this is your first appointment as a COR or if you have not performed COR duties within the last two years, and in order to comply with DFARS 201.6-2, you must complete COR training immediately so that you can properly execute your responsibilities under this contract. A good source of COR training is available via a web-based module, CLC 106, "Contracting Officer Representative with a Mission Focus" at www.dau.mil.
- 9. Your appointment as COR for this effort expires upon final disposition of the contract.
- 10. Your good judgment in performing your duties under the contract will have an important effect on the value of the performance obtained by the Government.

(b)(6)	(b)(6)
Christopher L. Glista Contracting Officer	Dr. Robert A. Brizzolara Contracting Officer's Representative
7/23/10 Date	23 JN 2010 Date

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