

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-C-9	PAGE OF PAG 1 26
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-06-C-0011		3. EFFECTIVE DATE 17 Nov 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. U77700		
5. ISSUED BY DARPA CMO ATTN: DONALD C. SHARKUS 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA DENVER ORCHARD PLACE 2 SUITE 200 5875 GREENWOOD PLAZA BOULEVARD ENGLEWOOD CO 80111-4715			CODE S0602A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) HEXCEL CORPORATION 281 TRESSER BOULEVARD STAMFORD CT 06901-3261				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 BY518		FACILITY CODE N00019		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 162381 COLUMBUS OH 43218-2381		
11. SHIP TO/MARK FOR NAVAL AIR SYSTEMS COMMAND DR. CHRISTOPHER COUGHLIN MATERIALS ENGINEERING DIVISION AIR 49.7.4 48066 SHAW RD, UNIT 5, BLDG. 2188 PATUXENT RIVER MD 20670		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 162381 COLUMBUS OH 43218-2381			CODE HQ0339
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					\$5,739,777.00	
16. TABLE OF CONTENTS						
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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)(6)				OFFICER donald.sharkus@darpa.mil		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED (b)(6)		20C. DATE SIGNED 17-Nov-2005		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	COST - Phase 1 - The Contractor will produce a fiber possessing higher stiffness while maintaining high tensile strength in accordance with section C-1. AO No. U777/00		Lot	ESTIMATED COST	\$5,739,777.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	COST Funding for CLIN 0001 AO No. U777/00				
	ACRN AA			ESTIMATED COST	\$0.00
					\$2,340,820.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		*NSP
	COST - Phase I - Reports and Data in accordance with Section C-2				

AO No. U777/00

(CLINS 0001 and 0002 only)

* NSP -- Not Separately Priced

B-2 Allotment of Funds

(a) For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract:

(1) the amount available for payment and allotted to this incrementally funded contract is \$2,340,820.00;

(2) the items provided by such amount are Items 0001 and 0002; and

(3) the period of performance for which it is estimated that such amount will provide is through May 31, 2006.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLINs) 0001 and 0002, in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's proposal entitled "Next Generation "Super: Carbon Fiber", dated May 31, 2005 and revised October 3, 2005, copies of which are in possession of both parties.

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

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. 0002AA - R&D STATUS REPORT.

This brief narrative, not to exceed three (3) pages in length, shall contain the following:

- For first report only; the date work actually started.
- Description of progress during the reporting period, supported by reasons for any change in approach reported previously.
- Planned activities and milestones for the next reporting period.
- 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.
- Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
- Summary of all problems or areas of concern.
- Related accomplishments since last report.
- 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 Comple	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:

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

YES NO

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

\$ _____

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

YES NO

2. 0002AB - FINAL TECHNICAL REPORT.

(a) This report shall document the results of the complete effort and should be delivered at the completion of the 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 Technical Report summary shall include:

Task Objectives
 Technical Problems
 General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
 Technical Results
 Important Findings and Conclusions
 Significant Hardware Development
 Special Comments
 Implications for Further Research
 Standard Form 298, September 1988

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

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

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

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

This Material is based upon work supported by the
 Defense Advanced Research Projects Agency
 Defense Sciences Office (DSO)
 Effort/Program Title
 ARPA Order No. U777/00
 Issued by DARPA/CMO under Contract No. HR0011-06-C-0011

(f) All technical reports must (1) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (2) include a Standard Form 298, September 1988; and (3) be marked with an appropriate Distribution Statement.

C-3 Go/No Go Criteria

The Government will conduct a Go/No Go review no later than sixty (60) days prior to the end of Phase I. If the Government determines that acceptable progress has been made and funding is available, the Government may enter into Phase II. The Contractor is not authorized to proceed with Phase II under this contract until such time as a modification to the contract is signed by the Government.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

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 2003

CLAUSES INCORPORATED BY FULL TEXT

E-1 Inspection and Acceptance at Destination

Inspection and acceptance of the reports to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.247-34 F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

The term of the contract commences on November 17, 2005 and continues through February 16, 2007.

F-2 Reports and Other Deliverables

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

Item No.	Description	Due Date (on or before) Months After Commencement (MAC)
0002AA	R&D Status Report	Quarterly, commencing 3 MAC
0002AB	Final Technical Report	Thirty (30) calendar days after expiration of contract (see Article F-1)

F-3 Report Distribution

- (1) Naval Air Systems Command
Materials Engineering Division
AIR 4.9.7.4
Attn: Dr. Christopher Coughlin
48066 Shaw Road, Unit 5, Bldg. 2188
Patuxent River, MD 20670
Email: christopher.coughlin@navy.mil
(One copy of each report)
- (2) DARPA/DSO
Attn: Dr. Leo Christodoulou
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: leo.christodoulou@darpa.mil
(One copy of each report)
- (3) DARPA/DSO
Attn: Ms. Riva Meade
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: DSO ADPM@darpa.mil
(One copy of 0002AA)

- (4) DARPA/ASBD Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(One copy of the Final Technical Report)

- (5) Defense Technical Information Center
 - (i) Email: TR@dtic.mil
(One electronic copy of the Final Technical Report, if unclassified and approved for public release)

OR

- (ii) ATTN.: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(Two hard copies of the Final Technical Report if not unclassified and approved for public release)

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.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9750400 1320 U777 P5620 2525 DPAC 5 5388 S12136 62715E \$2,340,820.00

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

The Procuring Office Representative is Donald C. Sharkus, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 703/696-2383, fax: 571/218-4670; e-mail: donald.sharkus@darpa.mil.

G-2 Electronic Submission of Payment Requests

(a) A cost voucher identified by contract number shall be submitted for payment directly via the Internet to Wide Area WorkFlow Receipt and Acceptance at <https://wawf.eb.mil>

(b) Final cost vouchers shall be submitted for review and approval to DCAA:

DCAA Salt Lake Valley Branch Office
1270 West 2320 South, Suite F
West Valley, Utah 84119

G-3 Delegation of Authority for Contract Administration

DCMA Denver, as specified in Block 6 of the face page (SF26) of this contract, is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives; however, technical cognizance is retained by DARPA because of the technical nature of the work.

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Dr. Christopher Coughlin, Naval Air Systems Command, Materials Engineering Division, AIR 4.9.7.4, 48066 Shaw Road, Unit 5, Bldg. 2188, Patuxent River, MD 20670, Email: christopher.coughlin@navy.mil, , telephone: 301/3429379, fax: 301/342-8062. 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.

G-5 Payment Instructions for Multiple Accounting Classification Citations

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.

G-6 Payment of Cost Reimbursement and No Fee

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

(a) 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".

(b) The payment office shall liquidate funds on a first in/first out basis.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Type of Contract

This is a cost-no-fee contract.

H-2 Contracting Officer

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.

H-3 Public Release or Dissemination of Information

(a) Papers resulting from unclassified contracted fundamental research by universities in the United States are exempt from prepublication controls and the following review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) All papers prepared by subcontractors who are not institutions of higher learning located in the United States shall be subject to the following clause. There shall be no dissemination or publication, except within and between the Contractor and any subcontractor, of information developed by such subcontractor or contained in reports to be furnished by such subcontractor pursuant to this contract without prior written concurrence of the COR through the Contractor. All technical reports by such subcontractor 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 subcontractor.

(c) When submitting material for clearance for open publication, the Contractor must furnish DARPA Technical Information Officer, 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (703) 526-4163 with five copies and allow four weeks for processing. Viewgraph presentations must be accompanied with a written text. Whenever a paper is to be presented at a meeting, the subcontractor must indicate the exact dates of the meeting or the subcontractor's date deadline for submitting the material.

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.

H-5 Restrictions on Printing

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-6 Invention Disclosure and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights Clause of this contract to the Adminstrating Contracting Officer (ACO).

H-7 Insurance Schedule

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.

H-8 Travel

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

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

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

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

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.

H-10 Proprietary Technical Data and Computer Software

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.

H-11 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 upon acquisition without further obligation to the Government. The equipment shall be used for the conduct of basic or applied scientific research.

H-12 Small Business Subcontracting Plan and Goals

The Contractor's Small Business Subcontracting Plan, dated October 6, 2005, is incorporated herein and made a part of this contract by reference.

H-13 ITAR

All performers must comply with existing U.S. and DoD National Security and Export Control Laws.

H-14 Consent to Subcontract

(a) The Government hereby consents to the following subcontractors and estimated costs as identified in the Contractor's proposal as necessary for performance of this contract:

<u>List of Subcontractors</u>	<u>Total Estimated Cost</u>
Advanced Fiber Technologies, Inc.	\$292,297.00
Physical Science, Inc.	\$1,764,019.00
Rockwell Scientific Company	\$217,509.00
University of Massachusetts at Amherst	\$394,940.00
University of Nebraska - Lincoln	\$317,127.00
Yale University	\$308,923.00
Zyvex Corporation	\$379,347.00

(b) Incorporation of the subcontractor listing into the contract constitutes the written consent of the Contracting Officer required by paragraph (c) of the clause at FAR 52.244-2, Subcontracts (Cost-Reimbursement and Letter Contracts), incorporated into the contract in Section I.

(c) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph (a).

H-15 Consultants

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

<u>Name</u>	<u>Total Amount</u>
, NONE AT THIS TIME	

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

H-16 Precontract Costs

The extent of allowability of costs incurred by the Contractor from August 20, 2005 to the effective date of the contract shall be governed by the advance agreement retained in the contract file and is hereby incorporated by reference.

H-17 Extended Performance

(a) The Government shall give the Contractor a preliminary written notice of its intent to extend the contract at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government.

(b) The Government shall retain the right to require additional research and development within the terms and conditions of this contract. The exercise of this right shall be preceded by the Government's evaluation of criteria for the Go/No Go decision to proceed. Upon the basis of the Go/No Go decision, it will become necessary to negotiate Phase II.

Section I - Contract Clauses

FAR 52.252-02 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): www.arnet.gov

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	JUL 1995
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	JUN 2003
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	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	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
52.215-21	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
52.216-11 Alt I	Cost Contract--No Fee Alternate I	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUL 2005
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
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	DEC 2001

52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims -	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 Alt I	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) (May 2004) Alternate I	JUN 2003
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	APR 2003
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
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	MAR 1998
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991

252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2005
252.227-7011	Assignments	AUG 1984
252.227-7013 Alt 1	Rights in Technical Data--Noncommercial Items (Nov 1995) - Alternate I	JUN 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
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	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
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

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)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

SECTION J

LIST OF ATTACHMENTS

Attachment 1

Statement of Work - October 3, 2005

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS BY OFFERS OR QUOTAS

THE SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS, AS COMPLIED BY THE CONTRACTOR AND RETAINED IN THE CONTRACT FILE, ARE HEREBY INCORPORATED BY REFERENCE.

**STATEMENT OF WORK
PHASE I
October 3, 2005**

1.1 Assessment and evaluation of the results of the previous DARPA seedling programs to downselect candidate technologies and processes for evaluation to meet the objectives/targeted properties of 1000 ksi strength and 50 Msi modulus. The plan is to have a program review meeting at the start of the program with team members from the previous DARPA's seedling programs to obtain DARPA approval of the program plans, SOW and schedule.

1.2 Lab demonstration and evaluation of selected technologies to produce NGSCF based on the following approaches:

- Hexcel's seedling program concepts of carbon nanotubes (SWNT) reinforced carbon fiber
- PSI, Drexel University, and Yale University seedling programs concepts of
 - Electrospinning of aligned PAN nanofibrils
 - Co-electrospinning aligned PAN nanofibrils/spin PAN fibers
- PSI and UNL seedling programs of electrospinning aligned continuous PAN nanofibers
- Other approaches and technologies that will be considered on the basis of maturity and usefulness for this program
 - Ultra-high molecular weight materials for superhard graphite fibers

Each candidate approach in task 1.2 will be developed, demonstrated and evaluated with respect to the stated objective/targeted threshold properties for Phase I. This will include the following sub tasks:

- 1.2.1 Developing the processes to fabricate SWCNT or MWCNT as needed for this program (Yale, PSI/UNL)
- 1.2.2 Developing the spinning processes for mono and multifilament spinning tows of carbon nanotube loaded PAN dope (Hexcel, Zyvex, AFT)
- 1.2.3 Developing the electrospinning processes for carbon nanotubes, and nanofibers (UMass, UNL, PSI)
- 1.2.4 Developing the carbon fiber conversion processes for the selected approaches (Hexcel, AFT)
- 1.2.5 Evaluating the mechanical and physical properties of the developed single-filament and/or multi-filament tows for the selected approaches (Hexcel, AFT, RSC)

1.3 Down select the most promising approach(es) (concepts, carbon nanotubes, precursor technologies and processes, carbon fiber conversion technologies and processes, etc.) that will lead to the NGSCF for Phase II program.

1.4 Develop a Plan to provide 500 lbs of NGSCF that meet Phase I targeted properties by the end of 2007.

1.5 Evaluate the results of Phase I tasks with DARPA for a GO/NOGO decision to Phase II.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				S	1	2
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 19-Dec-2005	4. REQUISITION/PURCHASE REQ. NO. U77700		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: DONALD C. SHARKUS 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA HARTFORD 130 DARLON STREET EAST HARTFORD CT 06108-3234		CODE S0701A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HEXCEL CORPORATION 281 TRESSER BOULEVARD STAMFORD CT 06901-3261				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-06-C-0011		
				X 10B. DATED (SEE ITEM 13) 17-Nov-2005		
CODE BY518		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.						
<p>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:</p> <p>(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.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
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.						
X 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:						
D. OTHER (Specify type of modification and authority)						
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: kesposit06176 SEE PAGE 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)			
			(b)(6) EMAIL: donald.sharkus@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6)		16C. DATE SIGNED 19-Dec-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from

DFAS COLUMBUS CENTER
WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS OH 43218-2381

to

DFAS COLUMBUS CENTER
NORTH ENTITLEMENT OPERATIONS
P.O. BOX 182266
COLUMBUS OH 43218-2266

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-2 Electronic Submission of Payment Requests

(a) A cost voucher identified by contract number shall be submitted for payment directly via the Internet to Wide Area WorkFlow Receipt and Acceptance at <https://wawf.eb.mil>

(b) Final cost vouchers shall be submitted for review and approval to DCAA:

DCAA
Greater Connecticut Branch Office
12 Cambridge Drive
Suite 204
Trumbull, CT 06611

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			S	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 10-Feb-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO (If applicable)	
6. ISSUED BY DARPA CMO ATTN: DONALD C. SHARKUS 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		CODE S0701A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HEXCEL CORPORATION 281 TRESSER BOULEVARD STAMFORD CT 06901-3261			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-06-C-0011		
			X 10B. DATED (SEE ITEM 13) 17-Nov-2005		
CODE 8Y518	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.					
<p>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:</p> <p>(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.</p>					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (b)					
D. OTHER (Specify type of modification and authority)					
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: kesposit06328 SEE PAGE 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)			CONTRACTING OFFICER (Type or print)		
			(b)(6) EMAIL: donald.sharkus@darpa.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		(b)(6)		13-Feb-2006	

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES COST	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding for CLIN 0001 AO No. U777/01 ESTIMATED COST ACRN AB				\$0.00 \$3,398,957.00

SECTION B-2 - ALLOTMENT OF FUNDS

(a) For the purposes of paragraph (b) of the "Limitation of Cost" clause of this contract:

(1) the amount available for payment and allotted to this fully funded contract is increased by \$3,398,957.00 from \$2,340,820.00 to \$5,739,777.00;

(2) the items provided by such amount are Items 0001 and 0002; and

(3) the period of performance for which it is estimated that such amount will provide is through February 16, 2007.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: 00

Acctng Data: 9760400 1320 U777 P6620 2525 DPAC 6 5140 S12136 62715E

Increase: \$3,398,957.00

Total: \$3,398,957.00

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-20 Limitation Of Cost

APR 1984

The following have been deleted:

52.232-22 Limitation Of Funds

APR 1984

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGE(S)	
			S	1	2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 03-Jan-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA ATTN: ANTHONY E. CICALA 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		CODE S0701A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HEXCEL CORPORATION 281 TRESSER BOULEVARD STAMFORD CT 06901-3261			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-06-C-0011		
CODE 8Y518			FACILITY CODE		
			X 10B. DATED (SEE ITEM 13) 17-Nov-2005		
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)					
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 Mod Contractor request 12/22/06 and Govt concurrence 12/28/06					
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: jbreede07280 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)			CONTRACTING OFFICER (Type or print)		
			(b)(6) EMAIL: anthony.cicala@darpa.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(b)(6)		03-Jan-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to (1) update the cognizant Procuring Officer and (2) extend the period of performance.

DELETE:

G-1 Procuring Office Representative

The Procuring Office Representative is Donald C. Sharkus, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone 703/696-2383, fax 571/218-4670, email donald.sharkus@darpa.mil

INSERT:

G-1 Procuring Office Representative

The Procuring Office Representative is Anthony E. Cicala, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (571) 218-4639, email anthony.cicala@darpa.mil

DELETE:

F-1 Term of Contract

The term of the contract commences on November 17, 2005 and continues through February 16, 2007

INSERT:

F-1 Term of Contract

The term of the contract commences on November 17, 2005 and continues through June 30, 2007

(End of Summary of Changes)