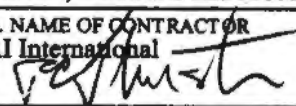


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   31		
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-06-C-0023		3. EFFECTIVE DATE 14 NOV 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. V003/00/01			
5. ISSUED BY DARPA CMO ATTN: DOUGLAS M. POLLOCK 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA NORTHERN CALIFORNIA 700 EAST ROTH ROAD BLDG 330 FRENCH CAMP CA 96231-0232		CODE S0607A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SRI INTERNATIONAL 333 RAVENSWOOD AVENUE MENLO PARK CA 94025			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT None		
CODE 03652			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G				
11. SHIP TO/MARK FOR  See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 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		
<b>SEE SCHEDULE</b>							
15G. TOTAL AMOUNT OF CONTRACT					<b>\$13,906,178.00</b>		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10 - 29
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	7 - 8	X	J	LIST OF ATTACHMENTS	30
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	31
X	F	DELIVERIES OR PERFORMANCE	11 - 12		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	13 - 14		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	15 - 18				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED (Contractor is required to sign this document and return 4 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. <input type="checkbox"/> 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) Richard Johnston Director, Contracts and Procurement				20A. NAME AND TITLE OF CONTRACTING OFFICER (b)(6)			
19B. NAME OF CONTRACTOR SRI International BY  (Signature of person authorized to sign)		19C. DATE SIGNED 11/8/05		20B. UNITED STATES OF AMERICA (b)(6) BY _____		20C. DATE SIGNED 14 NOV 2005	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVIC ES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	Phase I  NIGHTINGALE - Novel Information Gathering and Harvesting Techniques for Intelligence in Global Autonomous Language Environments	\$13,119,573.00	\$785,605.00	\$13,905,178.00
000101	Funding for CLIN 0001 AO No. V003/00/01  ACRN AA	\$0.00	\$0.00	\$0.00  \$8,679,000.00
0002	Reports/Delivera bles	*NSP	NSP	NSP
000201	Quarterly R&D Status Report	\$0.00	\$0.00	\$0.00
000202	Special Technical Report	\$0.00	\$0.00	\$0.00
000203	Final Technical Report	\$0.00	\$0.00	\$0.00
000204	DARPA/IPTO Quarterly Status Report	\$0.00	\$0.00	\$0.00

000205	Annual Project Summary Report	\$0.00	\$0.00	\$0.00
<b>TOTAL 0001/0002 CONTRACT CONSIDERATION:</b>		<b>\$13,119,573</b>	<b>\$785,605</b>	<b>\$13,905,178</b>
0003	NIGHTINGALE --Phase II/Option I	\$13,686,411.00	\$819,469.00	\$14,505,880.00
0004	Reports/Deliverables Option I	*NSP	NSP	NSP
000401	Quarterly R&D Status Report	\$0.00	\$0.00	\$0.00
000402	Special Technical Report	\$0.00	\$0.00	\$0.00
000403	Final Technical Report	\$0.00	\$0.00	\$0.00
000404	DARPA/IPTO Quarterly Status Report	\$0.00	\$0.00	\$0.00
000405	Annual Project Summary Report	\$0.00	\$0.00	\$0.00
<b>TOTAL 0003/0004 CONTRACT CONSIDERATION:</b>		<b>\$13,686,411</b>	<b>\$819,469</b>	<b>\$14,505,880</b>

0005	NIGHTINGALE Phase III/Option 2	\$14,314,503.00	\$857,101.00	\$15,171,604.00
0006	Reports/Deliverables Option 2	*NSP	NSP	NSP
000601	Quarterly R&D Status Report	\$0.00	\$0.00	\$0.00
000602	Special Technical Report	\$0.00	\$0.00	\$0.00
000603	Final Technical Report	\$0.00	\$0.00	\$0.00
000604	DARPA/IPTO Quarterly Status Report	\$0.00	\$0.00	\$0.00
000605	Annual Project Summary Report	\$0.00	\$0.00	\$0.00
<b>TOTAL 0005/0006 CONTRACT CONSIDERATION:</b>		<b>\$14,314,503</b>	<b>\$857,101</b>	
	<b>\$15,171,604</b>			
0007	NIGHTINGALE - Phase IV/Option 3	\$14,317,146.00	\$857,250.00	\$15,174,396.00
0008	Reports/Deliverables Option 3	*NSP	NSP	NSP

000801	Quarterly R&D Status Report	\$0.00	\$0.00	\$0.00
000802	Special Technical Report	\$0.00	\$0.00	\$0.00
000803	Final Technical Report	\$0.00	\$0.00	\$0.00
000804	DARPA/IPTO Quarterly Status Report	\$0.00	\$0.00	\$0.00
000805	Annual Project Summary Report	\$0.00	\$0.00	\$0.00
<b>TOTAL 0007/0008 CONTRACT CONSIDERATION:</b>		<b>\$14,317,146</b>	<b>\$857,250</b>	<b>\$15,174,396</b>
0009	NIGHTINGALE - Phase V/Option 4	\$13,804,328.00	\$826,516.00	\$14,630,844.00
0010	Reports/Deliverables Option 4	*NSP	NSP	NSP
001001	Quarterly R&D Status Report	\$0.00	\$0.00	\$0.00
001002	Special Technical Report	\$0.00	\$0.00	\$0.00

001003	Final Technical Report	\$0.00	\$0.00	\$0.00
001004	DARPA/IPTO Quarterly Status Report	\$0.00	\$0.00	\$0.00
001005	Annual Project Summary Report	\$0.00	\$0.00	\$0.00
<b>TOTAL 0009/0010 CONTRACT CONSIDERATION:</b>		<b>\$13,804,328</b>	<b>\$826,516</b>	<b>\$14,630,844</b>

\*Not Separately Priced

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

Section C: Description/Specifications/Work StatementC-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform the work set forth herein and as specified in the Contractor's Proposal No. ECU 05-011 rev.1, entitled "NIGHTINGALE (Novel Information Gathering and Harvesting Techniques for Intelligence in Global Autonomous Language Environments," dated June 6, 2005, as revised by ECU 05-011 rev.2, dated August 24, 2005. Copies of the proposal, submitted in response to DARPA BAA 05-28, are in the possession of both parties to this contract.

(b) In the event of an inconsistency between the provisions of this contract and the technical 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 technical 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:

000201/000401/000601/000801/001001 - Quarterly R&D Status Report

This brief narrative, not to exceed three (3) pages in length, shall be prepared in Contractor format in accordance with the proposal referenced in Article C-1.

000202/000402/000602/000802/001002 - Special Technical Report.

This report, prepared in accordance with Data Item DI-MISC-80711A, shall document the results of any significant task, system test, event, demonstration, or symposium. This category of reports shall include, at a minimum, the computer software and/or technical data and software systems detailed in the Contractor's proposal referenced in Article C-1. The title page and summary shall be the same as that indicated for Item No. 000203.

000203/000403/000603/000803/001003 - Final Technical Report.

This report, prepared in accordance with Data Item DI-MISC-80711A, shall document the results of the complete effort and include completed versions of all deliverables. The title page shall include a disclaimer worded substantially as follows:

"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 or the U.S. Government."

The final technical report summary shall include:

- Task Objectives
- Technical Problems
- General Methodology (i.e., literature review, laboratory experiment, survey, etc.)
- Technical Results

Important Findings and Conclusions  
Significant Development (e.g., hardware, software, systems)  
Special Comments  
Implications for Further Research  
Standard Form 298, Report Documentation Page

000204/000404/000604/000804/001004 - DARPA/IPTO Quarterly Status Report.

These reports, prepared in accordance with Data Item Description (DID) DI-MISC-81612A, available on the Government's ASSIST database (<http://astimage.daps.dla.mil/quicksearch/>), shall be electronically submitted via the DARPA/IPTO Technical - Financial Information Management System (T-FIMS). The T-FIMS URL will be furnished by the Government upon award.

000205/000405/000605/000805/001005 - Annual Project Summary Report.

These reports, prepared in accordance with Data Item Description (DID) DI-MISC-81612A, available on the Government's ASSIST database (<http://astimage.daps.dla.mil/quicksearch/>), shall be electronically submitted via the DARPA/IPTO Technical - Financial Information Management System (T-FIMS). The T-FIMS URL will be furnished by the Government upon award.

(b) Reports delivered and specific materials and designs developed by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in the applicable Rights in Technical Data Clause incorporated by reference in Section I.

(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 that 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 acknowledgement of support:

This material is based upon work supported by the  
Defense Advanced Research Projects Agency  
DARPA/IPTO  
(Effort/Program Title)  
ARPA Order No. V003  
Program Code No. 5M30  
Issued by DARPA/CMO under Contract #HR0011-06-C-0023

(f) All technical reports must (1) be prepared in accordance with American National Standards Institute Standard/National Information Standards Organization (ANSI/NISO) Z39.18-1995, "Scientific and Technical Reports - Elements, Organization, and Design," approved March 21, 1995, (2) include a Standard Form 298, and (3) be marked with an appropriate Distribution Statement.



Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Section D: Packaging and Marking

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 insure safe delivery at destination.

Section E - Inspection and Acceptance

Section E: Inspection and Acceptance.

E-1 Inspection and Acceptance at Destination.

Inspection and acceptance of all items shall be made at destination by the receiving activity.

CLAUSES INCORPORATED BY REFERENCE

DFARS 252.246-7000 Material Inspection and Receiving Report MAR 2003

## Section F - Deliveries or Performance

Section F: Deliveries or PerformanceF-1 Term of Contract

The term of the contract commences on the effective date of this contract and continues through October 31, 2006. Exercise of each Option will extend this term by twelve months.

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressees specified in Article F-3 in accordance with the following:

<u>Item No.</u>	<u>Description</u>	<u>Due Date</u> (on or before)
000201	Quarterly R&D Status Report	Quarterly, commencing February 15, 2006
000202	Special Technical Report	As required
000203	Final Technical Report	October 31, 2006
000204	DARPA/IPTO Quarterly Status Report	Quarterly, commencing February 15, 2006
000205	Annual Project Summary Report	July 31, 2006
<b>[Option 1 Reports/Deliverables]</b>		
000401	Quarterly R&D Status Report	Quarterly, commencing at end of month following exercise of Option 1
000402	Special Technical Report	As required
000403	Final Technical Report	October 31, 2007
000404	DARPA/IPTO Quarterly Status Report	Quarterly, commencing November 15, 2006
000405	Annual Project Summary Report	July 31, 2007
<b>[Option 2 Reports/Deliverables]</b>		
000601	Quarterly R&D Status Report	Quarterly, commencing at end of month following exercise of Option 2
000602	Special Technical Report	As required
000603	Final Technical Report	October 31, 2008
000604	DARPA/IPTO Quarterly Status Report	Quarterly, commencing November 15, 2007
000605	Annual Project Summary Report	July 31, 2008
<b>[Option 3 Reports/Deliverables]</b>		
000801	Quarterly R&D Status Report	Quarterly, commencing at end of month following exercise of Option 3
000802	Special Technical Report	As required
000803	Final Technical Report	October 31, 2009
000804	DARPA/IPTO Quarterly Status Report	Quarterly, commencing November 15, 2008
000805	Annual Project Summary Report	July 31, 2009
<b>[Option 4 Reports/Deliverables]</b>		
001001	Quarterly R&D Status Report	Quarterly, commencing at end of month following exercise of Option 4
001002	Special Technical Report	As required
001003	Final Technical Report	October 31, 2010
001004	DARPA/IPTO Quarterly Status Report	Quarterly, commencing November 15, 2009

001005 Annual Project Summary Report

July 31, 2010

**F-3 Distribution of Reports and Other Deliverables**

- (a) DARPA/IPTO  
ATTN: Dr. Joseph Olive  
3701 N. Fairfax Drive  
Arlington, VA 22203-1714  
(One copy of each deliverable)
- (b) DARPA/FA  
ATTN: Library  
(One copy of 000203, 000403, 000603, 000803, and 001003)
- (c) Defense Technical Information Center  
ATTN: DTIC-O  
8725 John J. Kingman Road  
Ft. Belvoir, VA 22060-6218  
(Two copies of each technical report)

[NOTE: For submission of reports in other than paper copy, contact DTIC or follow the instructions at <http://www.dtic.mil>]

- (d) Mark Ordowski  
Department of Defense  
9800 Savage Road  
Fort Meade, MD 20755  
(One copy of each deliverable)

**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

Section G: Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 9750400 1320 V003 P5M30 2525 DPAC 5 5425 S12136 62303E  
AMOUNT: \$8,679,000.00G-1 Vouchers

(a) Vouchers, identified by contract number, with supporting statements, shall be submitted for review and provisional approval to the cognizant audit agency listed below:

Defense Contract Audit Agency  
Peninsula Branch Office  
480 San Antonio Road, Suite 150  
Mountain View, CA 94040-1218

(b) The Contractor may submit interim payment vouchers directly to the Defense Finance and Accounting Service paying office after obtaining approval from its cognizant Defense Contract Audit Agency field audit office to participate in the direct billing program.

G-2 Contract Administration

The Government may contact the following Contractor representative for prompt action on matters pertaining to administration of the contract:

Donna Linné  
Contracts Manager  
  
Telephone: 650-859-2875  
Fax: 650-859-6171  
E-mail: donna.linne@sri.com

G-3 Delegation of Authority for Contract Administration

DCMA Northern California is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives. Pursuant to FAR 42.302(b)(11), the contract administration office is specifically authorized to prepare the evaluation of the Contractor's performance in accordance with FAR Subpart 42.15.

G-4 Payment of Cost and 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 the contract clause entitled "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."

(1) Indirect Costs. For the period of this contract, subject to the establishment of final annual indirect cost rate(s), the Contractor shall be reimbursed at billing rate(s) established by the Contracting Officer or by an authorized Representative (the cognizant auditor), in accordance with paragraph (e) of the contract clause, "Allowable Cost and Payment."

(b) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the contract clause entitled "Fixed Fee," which shall be paid upon completion of the work required under this contract and upon final acceptance by the Contracting Officer; however, the Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

G-5. Payment Instructions.

The payment office shall liquidate funds on a first in/first out basis. The earliest assigned ACRN must be fully disbursed before making disbursements from a succeeding ACRN. Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources.

G-6 Summary for the Payment Office

- (a) Amount of funds obligated by prior contract actions: \$0
- (b) Amount of funds obligated by the instant contract/modification: \$8,679,000
- (c) Total cumulative amount of obligated funds: \$8,679,000

## Section H - Special Contract Requirements

SECTION HSection H: Special Contract RequirementsH-1 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. The Contracting Officer may be contacted by e-mail at [douglas.pollock@darpa.mil](mailto:douglas.pollock@darpa.mil).

H-2 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Mark Ordowski, NCSC; e-mail: [mordow@afterlife.nesc.mil](mailto:mordow@afterlife.nesc.mil) telephone: 240-373-3889; fax: 301-688-8660. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work.

(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 the contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost, the fixed fee, or the time required for contract performance; or
- (4) Changes any of the stated terms, conditions, or specifications of the contract.

H-3 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are identified 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-4 Restriction 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-5 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 and coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

#### H-6 Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the COR. 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. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement.

(b) When submitting material for clearance for open publication, the Contractor must furnish the DARPA Technical Information Officer (TIO) with five copies and allow four weeks for processing. Viewgraph presentations must be accompanied by a written text. Whenever a paper is to be presented at a meeting, the Contractor must indicate the exact dates of the meeting or the Contractor's date deadline for submitting the material.

#### H-7 Travel

(a) 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. 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.

(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.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted through the COR 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-8 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (AUG 1998)," FAR 52.244-02, and Alternate I (AUG 1998), consent from the Administrative Contracting Officer (ACO) must be obtained prior to the placement of any subcontracts meeting the criteria set forth in FAR 44.201-1(b).

(b) Pursuant to FAR 44.201-1(a), ACO consent is not required for subcontracts as long as the Contractor maintains an approved purchasing system.

#### 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 operation, 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 operation interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be adversely 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 semifabricated materials, which are of commercial design, will be specified in metric units only when economically available and technically 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 Option for Additional Line Items

The options for CLINs 0003 through 0010 may be exercised at any time before expiration of the contract provided written notice is furnished to the Contractor of the Government's intention to exercise the options at least 30 days in advance.

#### H-11 Information Technology (IT) Resources

- (a) Performance of this contract will require use of IT resources including hardware and computing services, as detailed in the Contractor's proposal referenced in Article C-1. Acquisition of these resources (or equivalents) is hereby authorized for the base contract period and each option, when exercised.
- (b) The costs incurred by the Contractor in acquiring the IT resources listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the IT resources does not exceed \$1,996,688 (base + options). The Contractor shall have no obligation to acquire IT resources and the Government shall have no obligation to reimburse any amount for IT resources in excess of the amount set forth above unless the contract is amended to increase this amount.
- (c) The IT resources listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-05, incorporated by reference in Section I.
- (d) The Contractor shall not use Contractor acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

(e) This authorization is subject to the Contractor's compliance with the approvals and screening requirements set forth in DFARS Subpart 239.73.

**H-12 Incremental Funding**

This contract shall be subject to incremental funding with \$8,679,000 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through May 31, 2006. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability on the part of the Government for payment of any money in excess of \$8,679,000 shall arise unless and until additional funds are made available by the Contracting Officer through an amendment to this contract.

**H-13 Precontract Costs**

The extent of allowability of costs incurred by the Contractor prior to the effective date of the contract shall be governed by the advance agreement listed in Section J as Attachment 1.

**H-14 Subcontracting Plan**

The Contractor's Subcontracting Plan Goals for Proposal No. ECU 05-011 rev. 2, dated August 23, 2005, prepared in accordance with its most recent Master Subcontracting Plan approved by DCMA Northern California, are incorporated herein by reference and made a part of this contract.

**H-15 Intellectual Property Rights**

All technical data, computer software and other items, components, processes (and rights therein) to be delivered under this contract shall be provided to the Government with unlimited rights.

**H-16 Human Subjects**

Contract funds may NOT be used for research involving human subjects that is covered by 32 CFR part 219.

**H-17 Title to Equipment: Nonprofit**

In accordance with FAR 35.014, "Government Property and Title," title to equipment purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest in the Contractor.

## Section I- Contract Clauses

SECTION I- CONTRACT CLAUSESSection I Contract Clauses

## (a) 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):

<http://www.arnet.gov/far/>

## I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR 52.202-01	Definitions (JUL 2004)
FAR 52.203-03	Gratuities (APR 1984)
FAR 52.203-05	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-06	Restrictions on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-07	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUNE 2003)
FAR 52.204-04	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-07	Central Contractor Registration (OCT 2003), as modified by DFARS 252.204-7004 Alternate A (NOV 2003)
FAR 52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.211-05	Material Requirements (AUG 2000)
FAR 52.215-02	Audit and Records—Negotiation (JUN 1999) [with Alternate II (APR 1998) for cost reimbursement contracts with educational institutions and other nonprofit organizations]
FAR 52.215-08	Order of Precedence—Uniform Contract Format (OCT 1997)
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
FAR 52.216-07	Allowable Cost and Payment (DEC 2002), as modified in accordance with FAR 16.307(a)(1)
FAR 52.216-08	Fixed Fee (MAR 1997)
FAR 52.219-08	Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-01	Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-02	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank spaces indicated by an asterisk)
FAR 52.222-03	Convict Labor (JUN 2003)
FAR 52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
FAR 52.222-19	Child Labor - Cooperating with Authorities and Remedies (JUN 2004)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (APR 2002)

FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-38	Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
FAR 52.223-06	Drug-Free Workplace (MAY 2001)
FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.225-08	Duty-Free Entry (FEB 2000)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
FAR 52.227-01	Authorization and Consent (JUL 1995) and Alternate I (APR 1984)
FAR 52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.228-07	Insurance—Liability to Third Persons (MAR 1996)
FAR 52.232-09	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-17	Interest (JUN 1996)
FAR 52.232-23	Assignment of Claims (JAN 1986)
FAR 52.232-25	Prompt Payment (OCT 2003) and Alternate I (FEB 2002) if contract is for services
FAR 52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
FAR 52.233-01	Disputes (JUL 2002)
FAR 52.233-03	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
FAR 52.233-04	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.242-01	Notice of Intent to Disallow Costs (APR 1984)
FAR 52.242-04	Certification of Final Indirect Costs (JAN 1997)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989) and Alternate I (APR 1984)
FAR 52.243-02	Changes – Cost-Reimbursement (AUG 1987) and Alternate V (APR 1984)
FAR 52.244-02	Subcontracts (AUG 1998) and Alternate I (MAR 2005)
FAR 52.244-05	Competition in Subcontracting (DEC 1996)
FAR 52.244-06	Subcontracts for Commercial Items (DEC 2004)
FAR 52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts) (MAY 2004)(DEV) and Alternate I (JUN 2003)
FAR 52.245-19	Government Property Furnished "As Is" (APR 1984)
FAR 52.246-09	Inspection of Research and Development (Short Form) (APR 1984)
FAR 52.246-23	Limitation of Liability (FEB 1997)
FAR 52.247-01	Commercial Bill of Lading Notations (APR 1984)
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
FAR 52.249-06	Termination (Cost Reimbursement) (MAY 2004)
FAR 52.249-14	Excusable Delays (APR 1984)
FAR 52.251-01	Government Supply Sources (APR 1984)
FAR 52.253-01	Computer Generated Forms (JAN 1991)

## II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES:

DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract -Related Felonies (DEC 2004)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration Alt. A (NOV 2003)
DFARS 252.215-7000	Pricing Adjustments (DEC 1991)

DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)
DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2004)
DFARS 252.227-7013	Rights in Technical Data - Noncommercial Items (NOV 1995)
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
DFARS 252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)
DFARS 252.227-7019	Validation of Asserted Restrictions—Computer Software (JUN 1995)
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
DFARS 252.227-7030	Technical Data - Withholding of Payment (MAR 2000)
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.232-7003	Electronic Submission of Payment Requests (JAN 2004)
DFARS 252.232-7010	Levies on Contract Payments (SEP 2005)
DFARS 252.235-7010	Acknowledgment of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)
DFARS 252.242-7000	Postaward Conference (DEC 1991)
DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000)
DFARS 252.245-7001	Reports of Government Property (MAY 1994)
DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
DFARS 252.251-7000	Ordering from Government Supply Sources (NOV 2004)

## (b) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more of the following checked 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.

- FAR 52.204-02 Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the Contractor) – include Alternate I (APR 1984) if R&D cost contract with educational institution
- FAR 52.215-14 Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Applicable when contracting without adequate price competition)
- FAR 52.215-16 Facilities Capital Cost of Money (June 2003)
- or
- FAR 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if FAR clause 52.215-16 does not apply)
- FAR 52.216-11 Cost Contract—No Fee (APR 1984)
- FAR 52.216-12 Cost-Sharing Contract—No Fee (APR 1984)
- FAR 52.216-26 Payments of Allowable Costs before Definitization (DEC 2002)
- FAR 52.217-05 Evaluation of Options (JUL 1990)
- FAR 52.217-07 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)

- FAR 52.219-09 Small Business Subcontracting Plan (JUL 2005) (Applicable to contract that (i) offers subcontracting possibilities, (ii) is expected to exceed \$500,000, and (iii) is required to include FAR 52.219-8 unless set-aside or 8(a) program. Does not apply to small business concerns)
- FAR 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999) (Applicable if contract is subject to FAR 52.219-09)
- FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable if contract includes FAR 52.222-26 and is expected to be \$10 million or more)
- FAR 52.223-05 Pollution Prevention and Right-to-Know Information (AUG 2003) (Applicable where performance will be in whole or in part on Federal facility)
- FAR 52.226-01 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000) (Applicable if FAR 52.219-09 is checked)
- FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984) (Applicable if contract is subject to FAR clauses 52.204-02 and either FAR 52.227-11 or FAR 52.227-12)
- FAR 52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997) (Applicable if contractor is a small business or nonprofit organization)

This clause is modified to contain the following subparagraph:

(f)(5) - The Contractor shall furnish the Contracting Officer the following:

- (i) interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and certifying that all subject inventions have been disclosed or that there are no such inventions.
- (ii) a final report, within 3 months after completion of the contracted work listing subject inventions or certifying that there were no such inventions and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.
- (iii) upon request, the filing date, serial number, title, and a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.
- (iv) an irrevocable power to inspect and make copies of the patent application file covering any subject invention.

or

- FAR 52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JAN 1997) (Applicable if contractor is a large business)
- FAR 52.230-02 Cost Accounting Standards (APR 1998) (Applicable unless contract is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), or contract is subject to modified coverage (see 48 CFR 9903.201-2 (FAR Appendix))
- FAR 52.230-03 Disclosure and Consistency of Cost Accounting Practices (APR 1998) (Applicable to contract over \$500,000 but less than \$25 million, and offeror certifies eligibility for, and elects to use, modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
- FAR 52.230-05 Cost Accounting Standards - Educational Institution (APR 1998)

- FAR 52.230-06 Administration of Cost Accounting Standards (APR 2005) (Applicable to contract which includes FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5)
- FAR 52.232-20 Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
- or
- FAR 52.232-22 Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)
- FAR 52.237-02 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- FAR 52.237-10 Identification of Uncompensated Overtime (OCT 1997)
- FAR 52.239-01 Privacy or Security Safeguards (AUG 1996)
- FAR 52.242-03 Penalties for Unallowable Costs (MAY 2001)
- FAR 52.245-18 Special Test Equipment (FEB 1993)
- FAR 52.246-08 Inspection of Research and Development—Cost-Reimbursement (MAY 2001) (Applicable when primary objective is the delivery of end items other than designs, drawings, or reports) (If checked, FAR 52.246-09 is not applicable)
- FAR 52.246-08 Inspection of Research and Development—Cost-Reimbursement (MAY 2001) and Alternate I (APR 1984) (Applicable when primary objective is the delivery of end items other than designs, drawings, or reports and contract awarded on a no-fee basis) (If checked, FAR 52.246-09 is not applicable)
- FAR 52.246-11 Higher-Level Contract Quality Requirement (FEB 1999) (Applicable to contract when the inclusion of a higher-level contract quality requirement is appropriate (see 46.202-4)
- DFARS 252.203-7002 Display of DoD Hotline Poster (DEC 1991) (Applicable to contract exceeding \$5,000,000 except when performance will take place in a foreign country)
- DFARS 252.204-7000 Disclosure of Information (DEC 1991) (Applicable to unclassified contract)
- DFARS 252.204-7005 Oral Attestation of Security Responsibilities (AUG 1999) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the Contractor)
- DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable to contract expected to exceed \$1,000,000)
- DFARS 252.209-7002 Disclosure of Ownership or Control by a Foreign Government (JUN 2005)
- DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) (Applicable to contract with a value of \$100,000 or more)
- DFARS 252.211-7003 Item Identification and Valuation (JUN 2005) (Applicable to contract requiring the delivery of one or more "items," defined as a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts)

- DFARS 252.215-7002 Cost Estimating System Requirements (OCT 1998) (Applicable to contract awarded on basis of certified cost or pricing data)
- DFARS 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (Applicable if FAR 52.219-9 is checked)
- DFARS 252.222-7001 Right of First Refusal of Employment – Closure of Military Installations (APR 1993)
- DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable to contract which requires, may require, or permit contractor performance on a DoD installation)
- DFARS 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (Applicable to contract for supplies or services that requires the furnishing of supplies)
- DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003) (Applicable if DFARS 252.225-7001 is checked)
- DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award (JUN 2005) (Applicable if contract value >\$10,000,000)
- DFARS 252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (JUN 2005) (Applicable if contract value >\$500,000)
- DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (Applicable to contract unless (a) the restrictions in 225.7019-1 do not apply or a waiver has been granted; or (b) where the Contracting Officer knows the items being acquired do not contain ball or bearings)
- DFARS 252.225-7025 Restriction on Acquisition of Forgings (JUN 2005) (Applicable to contract unless (a) excepted in 225.7102-2; or (b) where the Contracting Officer knows that the supplies being acquired do not contain forgings)
- DFARS 252.225-7026 Reserved.
- DFARS 252.225-7041 Correspondence in English (JUN 1997) (Applicable when contract performance will be wholly or in part in a foreign country)
- DFARS 252.225-7042 Authorization to Perform (APR 2003) (Applicable when contract performance will be wholly or in part in a foreign country)
- DFARS 252.225-7043 Antiterrorism/Fo rce Protection Policy for Defense Contractors Outside the United States (JUN 2005) (Applicable to contract that requires performance or travel outside the United States except for contracts with foreign governments, representatives of a foreign government or foreign corporations wholly owned by foreign governments)
- DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Applicable for supplies and services >\$500,000 where subcontracting opportunities may exist)



- DFARS 252.227-7015 Technical Data—Commercial Items (NOV 1995) (Applicable when Contractor will be required to deliver technical data pertaining to commercial items, components, or processes)
- DFARS 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (JUN 1995)
- DFARS 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (JUN 1995)
- DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
- DFARS 252.227-7034 Patents - Subcontracts (APR 1984) (Applicable if FAR 52.227-11 is checked)
- DFARS 252.227-7039 Patents - Reporting of Subject Inventions (APR 1990) (Applicable if FAR 52.227-11 is checked)
- DFARS 252.242-7004 Material Management and Accounting System (DEC 2000)(Not applicable to cost-reimbursement contracts with small businesses, educational institutions, or nonprofit organizations)
- DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2003) (Applicable when there will be separate and distinct deliverables unless not required under DFARS 246.370(b))
- DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (Applicable only if Contractor has represented that it will not use ocean transportation)

(c) The following attached clauses are also applicable to this contract. Expedited implementation of these clauses has been authorized by the Defense Acquisition Regulatory Council. The clauses and their prescriptions for use will be published in forthcoming Federal/Defense Acquisition Circulars:

(d) The following attached clauses, set out in full text, are also applicable to this contract:

1. FAR 52.215-19 Notification of Ownership Changes (OCT 1997) (Applicable if cost or pricing data is required or if any preaward or postaward cost determination will be subject to Subpart 31.2)

(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;

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

(c) 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).

**2. FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)**

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (e) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to-
  - (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3©. For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a

result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**3. FAR 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997) (Applicable when contract or first-tier subcontract will authorize reimbursement of transportation as a direct charge to the contract or subcontract)**

(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, D.C. 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.

**4. FAR 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 N/A (48 CFR N/A) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section J List of Attachments

Attachment 1 – Advance Agreement to Authorize Incurrence of Precontract Costs (2 pages)



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

Attachment 1 to Contract No. HR0011-06-C-0023

ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE OF PRECONTRACT COSTS

The DARPA Contracts Management Office has received a valid and properly funded requirement (ARPA Order V003) for a research effort in support of DARPA/IPTO's Global Autonomous Language Exploitation (GALE) Program.

The proposed contractor, SRI International, has submitted Proposal No. ECU 05-011 rev. 1, entitled "NIGHTINGALE: Novel Information Gathering and Harvesting Techniques for INtelligence in Global Autonomous Language Environments," in response to DARPA/IPTO's Broad Agency Announcement No. 05-28 to provide the required support.

Since the Contracting Officer has determined that incurrence of costs prior to the effective date of the contract is necessary to ensure compliance with the proposed contract delivery schedule, the Government and the Contractor, pursuant to the requirements of FAR 31.109 and 10 USC 2326, agree as follows:

FIRST: In the event that a contract is awarded, precontract costs, not to exceed \$2,339,500, shall be an allowable expense, provided that the individual costs therein shall be --

- (a) otherwise allowable, reasonable and allocable,
- (b) incurred no sooner than 1 SEP 2005, or after 30 NOV 2005, and
- (c) incurred specifically to accomplish work described in Year 1 of the proposal referenced above, including travel, converting source language from acoustic (spoken) into symbolic (written) form, augmenting language data with structural and meta-information, and converting non-English data to English while potentially preserving relevant source-language attributes and annotations. The Contractor may also begin performing analysis and interpretation of data over longer time spans and multiple sources and selecting salient information and generating relevant responses to user queries.

SECOND: Contractual terms, specifications and price shall be agreed to by the earlier of --

- (a) the end of the 180-day period beginning on the date on which the Contractor submits a qualifying proposal to definitize the contractual terms, specifications and price; or
- (b) the date on which the amount of funds obligated or expended under this advance agreement is equal to more than 50% of the negotiated overall ceiling price for this advance agreement.

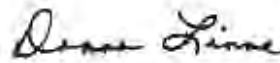
**THIRD AND LAST:** It is the intention of the Government to award subject contract to the proposed Contractor subject to final agreement as to contractual terms, specifications and price, and to incorporate this agreement therein. It is understood and agreed by both parties that this agreement deals with the treatment of precontract costs in the event of contract award. This agreement does not require the Contractor to incur such costs and any costs incurred are at the risk of the proposed Contractor pending execution of a definitive contract.

For SRJ International:

19 August 2005  
DATE

For the Government:

AUG 22 2005  
DATE



Digitally signed by Donna Linné  
Location: SRJ International, 333 Ravenwood  
Avenue, Menlo Park, CA 94025  
Date: 2005.08.19 08:58:14 -0700

(Signature)

Donna Linné

TITLE: Contracts Manager





Section K - Representations, Certifications and Other Statements of Offerors

**SECTION K**

**Section K Representations, Certifications, and other Statements by Offerors or Quoters.**

**THE SECTION K REPRESENTATION S, CERTIFICATION S, AND OTHER STATEMENTS, AS COMPLETED BY THE CONTRACTOR AND MAINTAINED IN ORCA OR RETAINED IN THE CONTRACT FILE, ARE HEREBY INCORPORATED BY REFERENCE.**