**AWARD/CONTRACT**

**CONTRACT** (Procure the items NO 160903-06-C-0089

**EFFECTIVE DATE** OCT 2, 2008

**REQUEST FOR PURCHASE REQUEST PROJECT (IF)**

**ISSUED BY** CODE NO. 2029

**ADMINISTERED BY** CODE NO. 800

**NAME AND ADDRESS OF CONTRACTOR**

<table>
<thead>
<tr>
<th>Tel:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>800-123-4567</td>
<td><a href="mailto:info@contractor.com">info@contractor.com</a></td>
</tr>
</tbody>
</table>

| THOUSAND OUNCE CA PEER |

**PAYMENT WILL BE MADE BY** CODE NO. 800

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<tr>
<th>PAYMENT TERMIN</th>
<th>PAYMENT TYPE</th>
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<tr>
<td>30 Days</td>
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**DELIVERY**

- [X] For Origin (X) Other

**SUPPLIES SERVICES**

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<tr>
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<th>DESCRIPTION</th>
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<th>AMOUNT</th>
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<td>A2</td>
<td>Description Statement</td>
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<td>Supporting Data</td>
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**DESCRIPTION**

<table>
<thead>
<tr>
<th>PART I - THE SCHEDULE</th>
<th>PART II - CONTRACT CLAUSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>A: Solicitation/Contract Form</td>
<td>5-10</td>
</tr>
<tr>
<td>B: Supplies Services and Price Costs</td>
<td>11-15</td>
</tr>
<tr>
<td>C: Description Statement</td>
<td>16-20</td>
</tr>
<tr>
<td>D: Contract Administration Data</td>
<td>21-25</td>
</tr>
<tr>
<td>E: Contract Acceptance and Acceptance</td>
<td>26-30</td>
</tr>
<tr>
<td>F: Deliveries or Performance</td>
<td>31-35</td>
</tr>
<tr>
<td>G: Special Contract Requirements</td>
<td>36-40</td>
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</tbody>
</table>

**SIGNATURES**

- [Signature] [Name]

**CONTRACTING OFFICER WILL COMPLETE THIS FORM AS APPLICABLE**

**CERTIFICATION**

- [Signature] [Name]
## AWARD/CONTRACT

1. **THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)**

2. **CONTRACT (Proc. Inst. Ident. No.)**
   - H94003-00-C-0002

3. **EFFECTIVE DATE**
   - 24 Oct 2008

4. **REQUISITION/PURCHASE REQUEST/PROJECT NO.**
   - 8MC20201

5. **ISSUED BY**
   - CODE 25012A

6. **ADMINISTERED BY**
   - (J) OTHER (See below)

7. **NAME AND ADDRESS OF CONTRACTOR**
   - TELEDYN scientific & IMAGING, LLC
   - 1000 CAMINO DOS RIOS
   - THOUSAND OAKS CA 91300-2362

8. **SHIP TO/MARK FOR CODE**
   - H94003

9. **STATUS OF DOCUMENTS EXHIBITS**
   - (a) dated after item 5

10. **CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

11. **PART I - THE SCHEDULE**

12. **PART II - CONTRACT CLAUSES**

13. **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

14. **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

15. **PART V - SPECIAL CONTRACT REQUIREMENTS**

16. **TABLE OF CONTENTS**

17. **15G. TOTAL AMOUNT OF CONTRACT**
   - $701,960.00

## SEE SCHEDULE

### 16. TABLE OF CONTENTS

<table>
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<tr>
<th>NO.</th>
<th>SEC.</th>
<th>DESCRIPTION</th>
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<td>SUPPLIES/SERVICES AND PRICES/COSTS</td>
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<td>C</td>
<td>DESCRIPTION/SPECIFICATION/WORK STATEMENT</td>
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<td>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS</td>
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<td>G</td>
<td>CONTRACT ADMINISTRATION DATA</td>
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<td>LISTS, CONS, AND NOTICES TO OFFERORS</td>
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<td>8</td>
<td>H</td>
<td>SPECIAL CONTRACT REQUIREMENTS</td>
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<td>M - EVALUATION FACTORS FOR AWARD</td>
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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**
### Section B - Supplies or Services and Prices

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>ENGINEERING</td>
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<td></td>
<td>SERVICES</td>
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<td>$701,960.00</td>
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<td>COST PLUS FIXED FEE (CPFF)</td>
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<td></td>
<td>JOINT TACTICAL RADIO SYSTEM (JTRS) INTEGRATED CIRCUITS IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (SOW) 08-8D5 DATED 04 SEPTEMBER 2008.</td>
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<td></td>
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<td>PURCHASE REQUEST NUMBER: 8MC8D501</td>
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**ACRN AA**  
**CIN: 8MC8D5010001**

**ESTIMATED COST**  
**FIXED FEE**  
**TOTAL EST COST + FEE**


**FIXED FEE FOR THIS CONTRACT IS 10% EXCLUDING COST OF MONEY.**

<table>
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<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
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<td>IN ACCORDANCE WITH THE ATTACHED DD FORM 1423 DATED 03 SEPTEMBER 2008.</td>
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<td>*NSP = NOT SEPARATELY PRICED.</td>
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**ESTIMATED COST**  
**FIXED FEE**  
**TOTAL EST COST + FEE**


*NSP
Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
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<tbody>
<tr>
<td>ALL</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
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</table>
Section F - Deliveries or Performance

**DELIVERY INFORMATION**

<table>
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<tr>
<th>CLIN</th>
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<tr>
<td>0001</td>
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<td>DEFENSE MICROELECTRONICS ACTIVITY</td>
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<td>0002</td>
<td>PERFORMANCE (POP): Date of Award to 30-SEP-2009</td>
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<td>DMEA/MEAC 4234 54TH STREET MCCLELLAN CA 95652-2100 (916)231-1631 FOB: Destination</td>
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</table>

**CLAUSES INCORPORATED BY REFERENCE**

52.247-34 F.O.B. Destination NOV 1991

**CLAUSES INCORPORATED BY FULL TEXT**

F-13 **PLACE OF PERFORMANCE**

Services under this contract are required to be performed at the following location: Teledyne Scientific & Imaging, LLC, 1049 Camino Dos Rios, Thousand Oaks, CA 91360.
Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9780400 5149 090 794.98 25.27 (ME) Z3R8 ME8Z3R8MC8D501 033181
AMOUNT: $701,960.00
CIN 8MC8D5010001: $701,960.00

CLAUSES INCORPORATED BY FULL TEXT

G-901 INVOICE REQUIREMENTS:

The Contractor shall submit an electronic invoice through the DCMA office in Block 6 or the cognizant DCAA office. Copies of invoices and back-up information shall be forwarded to:

(1) Defense Microelectronics Activity
    Contract Office
    4234 54th Street
    McClellan, CA 95652-2100
    Phone (916)231-1527 or FAX at (916)231-2827 or email dmea.osd.mil

(2) One (1) copy to:

    Defense Microelectronics Activity
    Attn:
    4234 54th Street
    McClellan, CA 95652-2100
    Phone (916) 231-1631; email dmea.osd.mil.

Electronic copies of vouchers and back-up information are acceptable for DMEA copies.

Additional information for Contractors on DCAA procedures and examples of vouchers may be found at www.dcaa.mil.
### Section 1 - Contract Clauses

**CLAUSES INCORPORATED BY REFERENCE**

<table>
<thead>
<tr>
<th>Clause</th>
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<td>Definitions</td>
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<td>52.203-3</td>
<td>Gratuities</td>
<td>APR 1984</td>
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<td>Covenant Against Contingent Fees</td>
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<td>Restrictions On Subcontractor Sales To The Government</td>
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<td>Anti-Kickback Procedures</td>
<td>JUL 1995</td>
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<td>52.203-8</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
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<td>52.203-10</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
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<td>52.203-12</td>
<td>Limitation On Payments To Influence Certain Federal Transactions</td>
<td>SEP 2007</td>
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<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</td>
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<td>Defense Priority And Allocation Requirements</td>
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<td>Audit and Records--Negotiation</td>
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<td>Order of Precedence--Uniform Contract Format</td>
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<td>Price Reduction for Defective Cost or Pricing Data</td>
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<td>Price Reduction for Defective Cost or Pricing Data--Modifications</td>
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<td>Pension Adjustments and Asset Reversions</td>
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<td>Facilities Capital Cost of Money</td>
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<td>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions</td>
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<td>Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications</td>
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<td>Convict Labor</td>
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<td>Prohibition Of Segregated Facilities</td>
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<td>Previous Contracts And Compliance Reports</td>
<td>FEB 1999</td>
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<td>Equal Opportunity</td>
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<td>Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</td>
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<td>Affirmative Action For Workers With Disabilities</td>
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<td>Notification of Employee Rights Concerning Payment of Union Dues or Fees</td>
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<td>Combating Trafficking in Persons</td>
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52.223-6 Drug-Free Workplace
52.225-13 Restrictions on Certain Foreign Purchases
52.227-1 Authorization and Consent
52.227-1 Alt I Authorization And Consent (Dec 2007) - Alternate I
52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement
52.227-11 Patent Rights--Ownership By The Contractor
52.227-16 Additional Data Requirements
52.228-7 Insurance--Liability To Third Persons
52.232-20 Limitation Of Cost
52.232-23 Assignment Of Claims
52.232-25 Prompt Payment
52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1 Disputes
52.233-2 Service Of Protest
52.233-3 Protest After Award
52.233-3 Alt I Protest After Award (Aug 1996) - Alternate I
52.233-4 Applicable Law for Breach of Contract Claim
52.237-10 Identification of Uncompensated Overtime
52.242-1 Notice of Intent to Disallow Costs
52.242-2 Penalties for Unallowable Costs
52.242-3 Certification of Final Indirect Costs
52.242-13 Bankruptcy
52.242-15 Stop-Work Order
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I
52.243-2 Alt I Changes--Cost-Reimbursement (Aug 1987) - Alternate I
52.243-2 Alt III Changes--Cost-Reimbursement (Aug 1987) - Alternate III
52.243-2 Alt V Changes--Cost-Reimbursement (Aug 1987) - Alternate V
52.243-7 Notification Of Changes
52.244-2 Subcontracts
52.244-2 Alt I Subcontracts (Jun 2007) - Alternate I
52.244-5 Competition In Subcontracting
52.246-5 Inspection Of Services Cost-Reimbursement
52.246-9 Inspection Of Research And Development (Short Form)
52.246-25 Limitation Of Liability--Services
52.249-6 Termination (Cost Reimbursement)
52.249-14 Exculsable Delays
52.253-1 Computer Generated Forms
252.201-7000 Contracting Officer's Representative
252.203-7001 Prohibition On Persons Convicted of Fraud or Other Defense-Related Felonies
252.204-7002 Payment For Subline Items Not Separately Priced
252.204-7004 Alt A Central Contractor Registration (52.204-7) Alternate A
252.204-7009 Requirements Regarding Potential Access to Export-Controlled Items
252.205-7000 Provision Of Information To Cooperative Agreement Holders
252.208-7000 Intent To Furnish Precious Metals As Government--Furnished Material
252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7004 Subcontracting With Firms That Are Owned or Controlled By Dec 2006 The Government of a Terrorist Country
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 these addresses:

http://farsite.hill.af.mil/vffara.htm

http://www.acquisition.gov/far/

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS, (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
(3) Computer software means computer programs, source code, source code listings, object code listings, design
details, algorithms, processes, flow charts, formulae and related material that would enable the software to be
reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer
software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating
instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer
software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions
of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform
a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must
have been constructed or the process practiced. Workability is generally established when the item, component, or
process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that
there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing
is required to establish workability depends on the nature of the item, component, or process, and the state of the art.
To be considered "developed," the item, component, or process need not be at the stage where it could be offered
for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice
within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to
indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract,
the additional development costs necessary to complete development shall not be considered when determining
whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or
partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect
cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a
government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and
performance characteristics (along with the qualification requirements, if applicable) of an item, component, or
process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including
cooperative agreements with international or multi-national defense organizations, or sales or transfers by the
United States Government to foreign governments or international organizations. Government purposes include
competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or
disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without
restriction; and
(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

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

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

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

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;
(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or
(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.
(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

<table>
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<tr>
<th>Technical data to be Furnished With Restrictions 1/</th>
<th>Basis for Assertion 2/</th>
<th>Asserted Rights Category 3/</th>
<th>Name of Person Asserting Restrictions 4/</th>
</tr>
</thead>
</table>

(IN THE CONTRACTOR'S FINAL TECHNICAL PROPOSAL # 67843 THE CONTRACTOR HAS ASSERTED NO DATA RIGHTS ASSERTIONS).

1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(IN THE CONTRACTOR'S FINAL TECHNICAL PROPOSAL # 67843 THE CONTRACTOR HAS ASSERTED NO DATA RIGHTS ASSERTIONS).

4/ Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered
under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. ________________________________

Contractor Name ________________________________

Contractor Address ________________________________

Expiration Date ________________________________

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. ________________________________

Contractor Name ________________________________

Contractor Address ________________________________

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also
reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. (Insert contract number) License No. (Insert license identifier). Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or supplier that will deliver technical data with other than unlimited rights, shall:

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)
# Part III – List of Documents, Exhibits and Other Attachments

## Section J

### List of Attachments

(All listed attachments are at the end of this document)

<table>
<thead>
<tr>
<th>Form Nr</th>
<th>Title</th>
<th>Date</th>
<th>Nr of Pages</th>
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<tbody>
<tr>
<td>NA</td>
<td>Teledyne JTRS Integrated Circuits Statement of Work (SOW) Task # 08-8D5</td>
<td>04 Sep 2008</td>
<td>4</td>
</tr>
<tr>
<td>DD Form 1423</td>
<td>Contract Data Requirements List</td>
<td>03 Sep 2008</td>
<td>1</td>
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</table>
Teledyne JTRS Integrated Circuits
Statement of Work
(SOW) Task # 08-8D5
4 September 2008

1. Scope

1.1 Title: Joint Tactical Radio System (JTRS) Integrated Circuits

1.2 Background
Complex wireless systems like the Joint Tactical Radio System (JTRS) combine the need for
system flexibility, high data throughput, and high security, in a miniature, portable, and power
efficient package. System designers have to date largely taken the brute force approach of
integrating multiple systems into a single product with great attention to packaging. The
dramatic progress in radio frequency integrated circuits has enabled monolithic integration of
many of the active components and miniaturization.

The passive components such as filters, resonators, and antenna multiplexers have remained
problematic. Advanced packaging and miniaturization of surface acoustic wave (SAW) and film
bulk acoustic resonator (FBAR) filters has made it practical to include multiple front end
configurations and selection by radio frequency (RF) switching. However, performance is
limited by the insertion loss and cross talk of the switches. Micro electro mechanical system
(MEMS) devices have shown some promise for high isolation, but speed and reliability remain
issues. A tunable or switchable resonator would provide a single device capable of covering
multiple bands, thus eliminating the need for multiple systems and enable entirely new
architectures for wireless systems.

Barium strontium titanate (BST) thin films display a switchable and tunable acoustic
resonance. The switchable resonance is electric field induced as a result of the electrostrictive
properties of BST with no resonance observed at zero bias. The acoustic resonance can be tuned
with an applied electric field. A tunable acoustic resonator technology will eliminate process
steps and offer solutions including switchable and tunable RF filters.

1.3 Purpose: The purpose of this task is to investigate high Q acoustic resonators (AR) on
silicon substrates as switches for RF applications. The AR designs will be targeted to function
within the frequency range of 1-3 GHz. The BST AR devices will be manufactured on silicon
substrates for potential use in military applications such as JTRS Mobile Handsets. Although
this effort has risk due to the use of materials with different Coefficient of Thermal Expansion,
there is a possibility of a high payoff. When successful, the payoff will be reduced cost to
fabricate large quantities of these AR switches because the inexpensive silicon substrates.

2.0 Referenced Documents:

2.1 Government Documents: None

2.2 Other Documents: None

2.3 Government Furnished Equipment/Information (GFE/GFI): None
3.0 Scope of Work

3.1 General

3.1.1 Programmatic Management Support:
The contractor shall perform administrative, technical, and financial management function during the course of this effort and shall maintain a status of their effort towards achieving the objectives, including all technical activities and efforts, problems/deficiencies, impacts, and recommended solutions. (A001)

3.1.2 Technical Interchange Meetings: The contractor shall hold periodic status reviews with the Government. As a minimum, a Kickoff TIM and one design review shall be conducted at the contractor’s facility. The Contracting Officer’s Representative (COR) shall review and discuss any concerns or issues at periodic reviews with the contractor.

3.1.3 Travel: The contractor is not required to travel to accomplish this requirement. Requests to travel shall be forwarded to the PCO for delivery order modification prior to travel.

3.1.4 Limited Rights: The contractor shall identify and receive written Government approval from the PCO, prior to committing to the use of, any privately developed items, intellectual property, processes, computer software and/or technical data which they:

(i) Intend to deliver with Limited Rights;
(ii) Intend to deliver with Government Purpose License Rights;
(iii) Intend to deliver with Restricted Rights;
(iv) Have not yet determined if such rights should apply.

3.1.5 Disposition of Excess Material and Contractor-Acquired Property (CAP): The contractor shall provide 2 wafers to DMEA for testing purposes. All remaining CAP will be consumed or destroyed during manufacturing and testing.

3.2 Major Milestones
The contractor shall propose a schedule for completion of all assigned tasks and deliverables. The period of performance shall be as specified in Section F of the Contract.

3.3 Engineering Required
The contractor shall explore manufacturing techniques and materials to enable manufacture and design of acoustic resonators with a native switching capability for use in RF systems.

3.3.1 Acoustic Reflector Development
The contractor shall develop acoustic reflector substrates which are thermally compatible with barium strontium titanate (BST) thin films. The contractor shall test the substrate thermal integrity for BST thin film growth. The results of the testing shall be documented in the monthly report. The contractor shall develop the processes to fabricate BST Acoustic Resonators on the reflector substrates. The COR shall review and discuss any concerns or issues at the periodic
reviews with the contractor. The contractor shall document the process in the final report. (A001, A002)

3.3.2 Filter Design
The contractor shall develop a filter design kit and process control monitors. The contractor shall verify requirements, design proof of concept filters for the 1 to 3 GHz frequency range. The design goals shall be filters that are: linear, low loss and high Quality Factor (Q>200), low current, and switch with the application of a direct current voltage. The contractor shall document the high level design in the monthly report. (A001). The COR shall review and discuss any concerns or issues at the periodic reviews with the contractor.

3.3.3 Filter Fabrication
The contractors shall fabricate proof of concept filters.

3.3.4 Test and Characterization
The contractor shall perform device testing and characterization. The contractor shall outline the planned testing in a monthly report. The COR shall review and discuss any concerns or issues at the periodic reviews with the contractor. With the Final Report, the contractor shall deliver either filter die or wafer; with bond pad information and circuit function for each pin with the Final Report. The contractor shall document the wafer lot test results as an appendix to the Final Report. (A001, A002)

3.4 Final Report
The contractor shall summarize all work accomplished under this SOW, including significant technical accomplishments, problems encountered, solutions implemented, and recommendations for improvement. At the conclusion of the contract, the contractor shall prepare a presentation of the results of this effort. The presentation shall be given via TELCON to the COR. The presentation shall be in PowerPoint format. The presentation shall be delivered as an attachment to the Final Report. (A001, A002)

4.0 Data Items: All delivered data shall be marked: "Distribution Statement E. Distribution authorized to DOD Components only, documents contain contractor proprietary and intellectual property. Other requests for this document shall be referred to DMEA/ME."

4.1 Data Distribution List: The contractor shall deliver electronic format using Microsoft Office products or Adobe PDF via electronic mail to individuals identified in the following distribution list defining “electronic” copies.
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<th>Address</th>
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| DMEA/MEDR Project Engineer | All Deliverables 0/0/1  
The contractor shall deliver electronic copies via e-mail in Microsoft Office Products or in Adobe PDF format to the address indicated. The subject block shall contain the SOW number, CDRL Title, and Date. | DMEA/MEDR  
Project Engineer  
Attn:  
4235 54th Street  
McClellan, CA 95652-2100  
dmea.osd.mil |
| DMEA/MED (Program Control) | Monthly Status Reports 0/0/1  
Cover Letters all CDRLs 0/0/1 | DMEA/MED  
( Program Control )  
Attn:  
4234 54th Street  
McClellan, CA 95652-2100  
dmea.osd.mil |
| DMEA/MED (PCO)            | Monthly Status Reports, 0/0/1  
Meeting Minutes: 0/0/1  
Cover letters for all CDRL items: 0/0/1 | DMEA/MED  
Contracting  
Attn:  
4234 54th Street  
McClellan, CA 95652-2100  
dmea.osd.mil |
| DCMA/ Van Nuys            | All Deliverables 0/0/1                                                                                   | DCMA-AVAW  
16111 Plummer Street,  
Bldg 10, 2nd Floor  
Sepulveda, CA 91343  
Attn:  
Phone (805) 504-7763  
dcma.mil |
| DTIC                      | Final Technical Report 0/0/1  
For other than paper copy – See instructions at http://www.dtic.mil/dtic/submit/guidance/index.html | Defense Technical Information Center,  
Attn: DTIC-O  
5725 John J. Kingman Rd.  
Ft. Belvoir, VA 22060-6218 |
## CONTRACT DATA REQUIREMENTS LIST

**Contractor:** Agile TIFS Integrated Circuits

### A. CONTRACT DATA ITEM NO. | B. ITEM NO. | C. CATEGORY | D. CONTRACTOR NO. | E. CONTRACTOR NAME | F. CONTRACTOR: Teledyne Scientific & Imaging, LLC

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### 1. AUTHORITY (see notification document): Teledyne Scientific & Imaging, LLC

### 2. AGENCY USE

#### 2.1. DISTRIBUTION STATEMENT

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### 4. CONTRACTOR

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### 5. AUTHORITY (see notification document): Teledyne Scientific & Imaging, LLC

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### 6. AUTHORITY (see notification document): Teledyne Scientific & Imaging, LLC

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**Note:** Detailed information on the requirements and distribution is provided in the attached notification document. The contractor is responsible for ensuring compliance with all specified requirements. Any deviations from the specified requirements must be approved in writing by the contracting officer. For further information, contact the Contracting Officer's Representative (COR) at the address provided in the notification document.