**AWARD/CONTRACT**

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

**2. CONTRACT (Proc. Inv. Doc. No.) No.**

HR0014-07-C-0017

**3. EFFECTIVE DATE**

23 JUL 2007

**4. REQUISITION/PURCHASE REQUEST/PROJECT NO.**

**5. ISSUED BY**

CODE HR0014

**6. ADMINISTERED BY**

CODE DOE/IA

**7. NAME AND ADDRESS OF CONTRACTOR**

NAECOMER INC.

945 SOUTH HYPOL

MONROE, CA 90276-3436

**8. DELIVERY**

[ ] FOR ORIGIN [ ] OTHER

**9. DISCOUNT FOR PROMPT PAYMENT**

**10. SUBMIT INVOICES TO**

[ ] Item [ ] Other

**SECTION G**

**11. SHIP TO/MARK FOR**

CODE DOE/IA

**12. PAYMENT WILL BE MADE BY**

CODE DOE/IA

**13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION**

[ ] 10 USC 2301/2304

[ ] 41 USC 253/254

**14. ACCOUNTING AND APPROPRIATION DATA**

**15A. ITEM NO.**

15B. SUPPLIES/ SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

**SEE SCHEDULE**

**16. TABLE OF CONTENTS**

**15G. TOTAL AMOUNT OF CONTRACT**

$23,000,000

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

**17A. CONCLUSION**

**17B. AWARD**

[ ] AWARD

**18. AWARD**

[ ] Contract is not subject to Disbursement Limitation

**19A. NAME AND TITLE OF SIGNER**

**19B. NAME OF CONTRACTOR**

**19C. DATE SIGNED**

**20A. NAME AND TITLE OF CONTRACTING OFFICER**

**20B. UNITED STATES OF AMERICA**

**20C. DATE SIGNED**

23 JUL 2007
### Section B - Supplies or Services and Prices

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED COST</th>
<th>FIXED FEE</th>
<th>TOTAL EST. COST PLUS FIXED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Phase I- SP2S</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>$2,250,202.00</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td>The contractor shall complete the taskings as set forth in the Statement of Work for Phase I titled &quot;Stealthy, Persistent, Perch and Silent Air Vehicle Systems&quot;, Attachment No. 1 of the contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>000101</td>
<td>Funding for CLIN 0001 AO No. W826/00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>000102</td>
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<td></td>
<td>$670,000.00</td>
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<tr>
<td>ITEM NO</td>
<td>SUPPLIES/SERVICES</td>
<td>ESTIMATED COST</td>
<td>FIXED FEE</td>
<td>TOTAL EST. COST PLUS FIXED FEE</td>
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<tr>
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<td>-------------------------------</td>
</tr>
<tr>
<td>0002</td>
<td>Phase I- Reports and Deliverables</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The contractor shall provide the Reports and Deliverables for Phase I titled &quot;Stealthy, Persistent, Perch and Stare Air Vehicle Systems&quot;, Attachment No. 1 of the contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Phase II- SP2S</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>$1,757,590.00</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td>OPTION I- The contractor shall complete the taskings as set forth in the Statement of Work for Phase II titled &quot;Stealthy, Persistent, Perch and Stare Air Vehicle Systems&quot;, Attachment No. 1 of the contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>Phase II- Reports and Deliverables</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>OPTION I- The contractor shall provide the Reports and Deliverables for Phase II titled &quot;Stealthy, Persistent, Perch and Stare Air Vehicle Systems&quot;, Attachment No. 1 of the contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001-0004 in accordance with the Statement of Work, Attachment I hereto, and as specified in the Contractor's proposal entitled "SP2S- Stealthy, Persistent, Perch and Stare Air Vehicle Systems", dated April 27, 2007, copies of which are in possession of both parties.

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

(end of clause)

C-2 Reports and Other Deliverables

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

1) Quarterly R&D STATUS REPORT
   This brief narrative, not to exceed five pages in length, shall contain the following:

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

   (next page)
### QUARTERLY R&D STATUS REPORT
#### PROGRAM FINANCIAL STATUS

<table>
<thead>
<tr>
<th>Structure or Task Element</th>
<th>Planned Expend</th>
<th>Actual Expend</th>
<th>% Budget Compl</th>
<th>At Compl Estimate</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal:** 

**Management Reserve:** 

**Or** 

**Unallocated Resources:** 

**TOTAL:** 

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

Based on currently authorized work:

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

YES  NO

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

$ ________

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

YES  NO
(2) FINAL REPORT
This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. Title pages shall include a disclaimer worded substantially as follows:

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

The Final Technical Report summary shall include:

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

Standard Form 298, September 1988

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

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

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

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

Sponsored by
Defense Advanced Research Projects Agency
Defense Sciences Office (DSO)
Program: Stealthy, Persistent, Perch and Stare
ARPA Order No. W826600, Program Code: 7C40
Issued by DARPA/CMO under Contract No. HRO011-07-C-0075

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

(end of clause)
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>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
<tr>
<td>0002</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
<tr>
<td>0003</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
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</tr>
<tr>
<td>0004</td>
<td>Destination</td>
<td>Government</td>
<td>Destination</td>
<td>Government</td>
</tr>
</tbody>
</table>

CLAUSES INCORPORATED BY REFERENCE

- 52.246-8 Inspection Of Research And Development Cost Reimbursement MAY 2001
- 252.246-7000 Material Inspection And Receiving Report MAR 2003
Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34    F.O.B. Destination

CLAUSES INCORPORATED BY FULL TEXT

F-1  Term of Contract

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

(b) The period of performance for Option I, as set forth in CLINs 0003 and 0004, shall be from the effective date of the option exercise and continues 9 months thereafter.

(End of clause)

F-2  Reports and Other Deliverables

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Due Date (on or before)</th>
</tr>
</thead>
<tbody>
<tr>
<td>002 &amp; 004</td>
<td>Quarterly Financial and Technical Status Report (Phase I &amp; II)</td>
<td>10th day of the month, every 3 months from date of contract</td>
</tr>
<tr>
<td>002</td>
<td>Configuration Down Select Review (Phase I)</td>
<td>October 2007</td>
</tr>
<tr>
<td>002</td>
<td>Phase I Critical Design Review</td>
<td>February 2008</td>
</tr>
<tr>
<td>002</td>
<td>Phase I Final Report</td>
<td>End of Phase I</td>
</tr>
<tr>
<td>004</td>
<td>Phase II Critical Design Review</td>
<td>July 2008</td>
</tr>
<tr>
<td>004</td>
<td>Phase II Final Report</td>
<td>End of Phase II</td>
</tr>
</tbody>
</table>

(End of clause)

F-3  Report Distribution

(a) DARPA/DSO
Attn: Dr. Leo Christodoulou
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (703) 696-2374
Email: leo.christodoulou@darpa.mil
(one copy each report)

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

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

(d) Defense Technical Information Center

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

OR

(2) Attn: DTIC-BCS
7725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

(e) DARPA/CMO
Attn: Thomas E. Lyon
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: thomas.lyon@darpa.mil
(one copy each report)

(f) Air Force Research Laboratory
Attn: Capt Chris Miser
101 W. Eglin Blvd., Suite 332
Elgin AFB, FL 32542
Email: chris.miser@eglin.af.mil
(one copy each report)

(end of clause)

F-4 Notice Regarding Late Delivery

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

(end of clause)
Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400 1320 W826 P7C40 2525 DPAC 7 3230 S12136 63286B
AMOUNT: $670,000.00
CIN 000000000000000000000000000000000000: $670,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procurina Office Representative

(a) The Procurina Office Representative is Thomas E. Lyon, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (703) 526-4107, e-mail: thomas.lyon@darpa.mil.

(b) Performance of work under this contract shall be subject to the technical direction of Capt Chris Miser, 101 W. Elgin Blvd., Suite 332, Elgin AFB, FL 32542 telephone: (850) 582-0291, e-mail: chris.miser@elgin.af.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor’s obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

(1) Constitutes additional work outside the scope of work:

(2) Constitutes a change as defined in Section I contract clause entitled "Changes":

G-2 Electronic Submission of Payment Requests

(a) The Contractor shall contact the contract administration office at DCMA to establish an electronic payment process for this contract. The contract administration office is located at DCMA Van Nuys, 6230 Van Nuys Blvd., Van Nuys, CA 91481-2713, Phone: (818) 265-0536 x19

G-3 Delegation of Authority for Contract Administration

(a) DCMA Van Nuys, is hereby designated as the Contracting Officer’s authorized representative for administering this contract in accordance with current directives.

G-4 Contracting Officer’s Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Capt Chris Miser, 101 W. Elgin Blvd., Suite 332, Elgin AFB, FL 32542 telephone: (850) 582-0291, e-mail: chris.miser@elgin.af.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor’s obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

(1) Constitutes additional work outside the scope of work:

(2) Constitutes a change as defined in Section I contract clause entitled "Changes":

Page 12 of 28
(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

(4) Changes any of the stated terms, conditions, or specifications of the contract.

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

(end of clause)

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with $670,000 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 October 2007. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of $670,000 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(end of clause)

G-7 Payment of Cost and Fee

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

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

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

(end of clause)
Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

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

(end of clause)

H-2 Type of Contract

(a) This is a cost-plus fixed fee completion type contract.

(end of clause)

H-3 Public Release or 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 DARPA Technical Information Officer (DARPA/TIO). 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, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper), 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor’s Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (703) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

(end of clause)

H-4 Key Personnel

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

(1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
(2) Personnel whose resumes were submitted with the proposal; or
(3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations.

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

(end of clause)

H-5 Restrictions on Printing

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

(end of clause)

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated July 5, 2007 are incorporated herein by reference.

(end of clause)

H-7 Insurance Schedule

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

(end of clause)

H-8 Travel

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

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

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.
(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

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

(end of clause)

H-9 Metric System

(a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.

(c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.

(d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.

(e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.

(f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.

(end of clause)

H-10 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (Aug 1998)," FAR 52.244-2, the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>
(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph (a).

(end of clause)

H-11 Proprietary Technical Data and Computer Software

(a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. 2.

(end of clause)

H-12 Invention Disclosure and Reports

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

H-13 Export Control Clause

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

(a) The contractor shall comply with all U. S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(end of clause)
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CLauses incorporated by full text
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 4.408(k).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ________.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
(2) By indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of clause)

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

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

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

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

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at
"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can still be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention:

(1) If the Contractor elects not to retain title to a subject invention:

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times):
(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

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

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor’s license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor’s business to which the invention pertains.

(2) The Contractor’s domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government’s interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (a)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

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

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) 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 stating 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 all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor’s reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part
of the consideration for awarding the subcontract, obtain rights in the subcontractor’s subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensees or assignees to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government. (j) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licenses that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

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

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause, and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding $50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to
subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/ or http://arnet.gov/far

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(End of clause)
## Section J - List of Documents, Exhibits and Other Attachments

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment No. 1</td>
<td>Statement of Work</td>
</tr>
<tr>
<td>Attachment No. 2</td>
<td>List of Noncommercial Technical Data or Noncommercial Computer Software Furnished to the Government with Restrictions</td>
</tr>
</tbody>
</table>
Statement of Work
For
Stealthy, Persistent, Perch and Stare Air Vehicle Systems

Task 1.1 Initial Designs and Configuration Selection

During Phase I of the program, AeroVironment will perform a series of trade studies in the areas of propulsion and power to determine the optimum means of thrust and an energy source to satisfy the needs of the vertical and horizontal flight mission profile required on the SPoS air vehicle system. Furthermore, a series of aerodynamic and navigation trade studies will be performed to determine the optimum aircraft configuration and control methods to satisfy the aircraft’s unique mission requirements. Finally, a detailed trade study on possible perch and grip methods will be performed to determine the best design for the “perch and stare” requirement.

Following these trade studies a Down Select Review will be done to determine the optimum subsystems. A paper report will be delivered after the conclusion of this review. AV will then develop the plan to integrate all subsystems into the first prototypes SPoS. During this phase AV will downselect to two airframe/planform concepts and two perch concepts. A preliminary design period will follow this task and a Preliminary Design Review (PDR) will be done to evaluate the status of this design and its success in satisfying the core requirements.

a. Conceptual Airframe Configuration
   i. Evaluate Airframe and Perching Concepts
   ii. Generate sub-system requirements
b. Propulsion and Power Trade Study
   i. Select optimum battery technology and packs to satisfy a combined vertical and horizontal flight mission profile
   ii. Select optimum motor/propeller configurations to satisfy a combined vertical and horizontal flight mission profile
c. Aerodynamic/Navigation Trade Study
   i. Select aircraft configurations and control systems to satisfy a combined vertical and horizontal flight mission profile
d. Perch and Grip Trade Study
   i. Select aerodynamic/control concepts to satisfy the “perch and stare” requirement.
   ii. Select mechanical concepts to satisfy the “perch and stare” requirement.
   iii. Develop a plan to implement these designs into a VTOL aircraft
e. Engineering Down Select Review
   i. Select the appropriate conceptual subsystem and configuration designs to satisfy the mission requirements
   ii. Develop plan to integrate the subsystem designs into two system concepts
f. Propulsion and Power Preliminary Design
   i. Detailed trade space analysis and preliminary aeromechanical design
g. Aerodynamics/Navigation Preliminary Design
   i. Detailed trade space analysis and preliminary control design
h. Perch and Grip Preliminary Design
   i. Detailed trade space analysis and preliminary mechanical design
i. Aircraft Preliminary Design
1. Integrate the propulsion/power, aerodynamic/control, and perch and stare subsystems
2. Design preliminary payload integration plan
3. Integrated Aircraft Preliminary Design Review
   i. Review Aircraft Design
   ii. Determine if the core requirements are satisfied
   iii. Develop plan to manufacture first prototypes

Task 1.2 Build SP^2S Prototype

AV will continue the detailed design for the SP^2S system for the first prototype build. During the detailed design process the two airframe concepts and two perching concepts will be evaluated and downscaled to a single design. An Integrated Aircraft Critical Design Review (CDR) will occur in the form of a presentation. This will be done to evaluate the design and to review the plan to fabricate the first prototypes. Prototype tooling design and fabrication will follow this review. Other aircraft part procurements and fabrication will also be executed during this time. Once all aircraft parts are acquired the system integration and ground testing will begin. A Phase I Prototype System Demonstration (Block I configuration) will exhibit the core requirements of the SP^2S system as described below.

- Aircraft will take off vertically, transition to forward flight, transition to hover, land vertically
- AV will demonstrate Perch and Stare technology hardware

This flight test will occur at the (b)(4)

Task 1.3 Integrate Advanced Technologies
Task 2.1 Final Design SP²S

(a) (b)(4)
Task 2.2 Build SP²S

Each SP²S system includes the following:

- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
- (b)(4)
Task 2.3 Field / Operational Test and Support

AeroVironment will perform Operator Training sessions accompanying these deliveries. These sessions will be composed of no more than 4 – 6 students, for a 2-week period at a location of AV’s preference. No more than two (2) sessions of training will be conducted. Each training session shall be conducted using Government-owned SP²S assets. Repair of damage incurred to the SP²S assets during training is not included as part of the training cost.

Following any final system refinements and updates, a final demonstration will conclude the program and exhibit the SP²S system’s ability to perform the proposed requirements. This will be conducted at the AV flying field or at another approved site.

a. User Training
   i. Prepare Training Curriculum
   ii. User training will be conducted by AeroVironment selected instructors
   iii. 4-6 students for 2 week of training at AV’s preference.

b. LTE and TTP Development by Users
   i. This will be completed by the DARPA provided Users

c. System Refinement and Updates

d. Final System Demonstration
   i. Demonstrate system requirements

1.4 Milestones (Deliverables)

The development of the SP²S systems will include the deliverables listed in Table 1.

<table>
<thead>
<tr>
<th>Month</th>
<th>Year</th>
<th>Phase</th>
<th>Deliverable</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LIST OF NONCOMMERCIAL TECHNICAL DATA OR
NONCOMMERCIAL COMPUTER SOFTWARE FURNISHED TO THE GOVERNMENT WITH
RESTRICTIONS

Performance of this contract involves the application of privately developed intellectual property as claimed by the contractor. As such, the contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the noncommercial technical data or noncommercial computer software listed herein should be restricted.

The Government agrees with the contractor's stated position subject to the following: In the event that it is later determined that the asserted rights herein are inconsistent with other more favorable pre-existing rights previously afforded to the Government, then such more favorable pre-existing rights previously afforded to the Government shall apply to this contract.

<table>
<thead>
<tr>
<th>Technical Data or Computer Software</th>
<th>Basis for Assertion</th>
<th>Asserted Rights Category</th>
<th>Asserting Person(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Control Station (GCS) Hardware</td>
<td>GCS Components &amp; Packaging Developed Exclusively at Private Expense</td>
<td>Limited</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Ground Control Station (GCS) Software</td>
<td>GCS Software Modules Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Ground Control Station (GCS) Documentation &amp; Data Package</td>
<td>GCS Documentation &amp; Data Package Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Support Equipment Hardware</td>
<td>(b)(4) Developed Exclusively at Private Expense</td>
<td>Limited</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Support Equipment Software</td>
<td>(b)(4) Software Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Downlink Transmitter &amp; Receiver Hardware</td>
<td>(b)(4) Exclusively at Private Expense</td>
<td>Limited</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>Uplink Transmitter &amp; Receiver Hardware</td>
<td>Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Access</td>
<td>Owner</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>FalconView Software Add-On</td>
<td>Software Add-On Used for Mission Planning Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>(b)(4)</td>
<td></td>
<td>Restricted</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>AVI Screener</td>
<td>Software Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Joystick/Joystick Driver Hardware</td>
<td>Hardware Developed Exclusively at Private Expense</td>
<td>Limited</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Joystick/Joystick Driver Software</td>
<td>Software Developed Exclusively at Private Expense</td>
<td>Restricted</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>(b)(4)</td>
<td></td>
<td>Restricted</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>Documentation &amp; Data Package for WASP Air Vehicle &amp; Payload</td>
<td>Developed Exclusively at Private Expense</td>
<td>Limited</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Processes for Composites Layup (WASP Airframe)</td>
<td>Composite lay-up processes used in the WASP UAV were developed exclusively at private expense</td>
<td>Limited</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>Manufacturing Tooling &amp; Fixtures</td>
<td>Tooling &amp; Fixtures Developed Exclusively at Private Expense</td>
<td>Limited</td>
<td>AeroVironment, Inc.</td>
</tr>
<tr>
<td>(b)(4)</td>
<td></td>
<td>Limited</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>(b)(4)</td>
<td></td>
<td>Restricted</td>
<td>(b)(4)</td>
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<td></td>
<td>Developed Exclusively at Private Expense</td>
<td>Limited</td>
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<td>(b)(4)</td>
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<td>Developed Exclusively at Private Expense</td>
<td>Restricted</td>
</tr>
<tr>
<td>(b)(4)</td>
<td></td>
<td>Developed Exclusively at Private Expense</td>
<td>Limited</td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.  P000001
3. EFFECTIVE DATE  17-Oct-2007
4. REQUISITION/PURCHASE REQ. NO.  [REMOVED]
5. PROJECT NO. ([Most applicable])

6. ISSUED BY  CODE: HP0001
   DARPA
   CMD
   ATTN: THOMAS LYON
   3701 N FAIRFAX DR
   ARLINGTON VA 22209-774

7. ADMINISTERED BY ([Other than code])  CODE: 80619A
   DCA VA NVY
   BLVD VAN NVY BOULEVARD
   VAN NVY CA 901-9715

8. NAME AND ADDRESS OF CONTRACTOR  (No., Street, County, State and Zip Code)
   AIRPROPRIMITY INC
   485 SOUTH AVENUE
   MONROVIA CA 91016-3984

9. AMENDMENT OF SOLICITATION NO.  [REMOVED]
9A. AMENDMENT OF SOLICITATION NO.  [REMOVED]
9B. DATED (SEE ITEM 11)
   [REMOVED]
   [REMOVED]

9C. MOD. OF CONTRACT/ORDER NO.  HP0011-07-C-0076
   10A. DATED (SEE ITEM 13)
   23-Jul-2007

9D. FACILITIES CODE: 80107

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   [REMOVED]

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)
   THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
   CONTRACT/ORDER NO. IN ITEM 10A.
   [REMOVED]
   [REMOVED]
   [REMOVED]
   [REMOVED]

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter
   where feasible)  Modification Control Number: [REMOVED]
   SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)
   THOMAS LYON/CONTRACTING OFFICER
   [REMOVED]
   [REMOVED]
   [REMOVED]

15B. CONTRACTOR/OFFEROR
   [REMOVED]
   [REMOVED]
   [REMOVED]

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   THOMAS LYON/CONTRACTING OFFICER
   [REMOVED]

16B. UNITED STATES OF AMERICA  [REMOVED]
   [REMOVED]
   16C. DATE SIGNED
   17-Oct-2007
   [REMOVED]

EXCEPTION TO SF 10
APPROVED BY OHRH 11-84

30-107-04
STANDARD FORM 30 (Rev. 10-83)
Prepared by CSA
FAR (48 CFR) 53-243
The purpose of the modification is to revise the designated Contracting Officer’s Representative (COR) under this contract. Accordingly, HR0011-07-C-0075 is changed as follows:

1. SECTION F-3 - REPORT DISTRIBUTION

The following has been modified as highlighted in bold:

F-3 Report Distribution

(b) DARPA/DSO
   Attn: Ms. Delidra A. W. Eberhardt
   3701 North Fairfax Drive
   Arlington, VA 22203-1714
   Email: DSO_ADPM@darpa.mil
   (One copy of each report)

(f) Naval Research Laboratory
    Multifunctional Research Branch
    Attn: James Thomas
    4555 Overlook Avenue, SW
    Code 6350
    Washington, DC 20375-5343
    Email: jthomas5@anl.nrl.navy.mil
    (one copy each report)

2. SECTION G - CONTRACT ADMINISTRATION DATA

The following has been modified as highlighted in bold:

G-4 Contracting Officer’s Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of:

James Thomas
Naval Research Laboratory,
Multifunctional Research Branch
4555 Overlook Avenue, SW
Code 6350
Washington, DC 20375-5343
Phone: 202-404-8324
Fax: 202-404-7176
Email: jthomas5@anl.nrl.navy.mil.

Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor’s obligations or to change the specifications of the contract.
(b) Technical direction shall not include any direction which:

1. Constitutes additional work outside the scope of work;
2. Constitutes a change as defined in Section I contract clause entitled “Changes”;
3. In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
4. Changes any of the stated terms, conditions, or specifications of the contract.

3. All provisions, terms and conditions set for in the Contract HR0011-07-C-0075 remain applicable and in full force and effect, except as specified herein.

(End of Summary of Changes)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00002
3. EFFECTIVE DATE 14-Nov-2007
4. REQUISITION/PURCHASE REQ. NO. W700000
5. PROJECT NO. (if applicable)

6. ISSUED BY
   CODE CR-0011
   CARPA
   CMG
   ATTN. THOMAS LYNCH
   334 H MAPFORD
   ARLINGTON VA 22209-3144

7. ADMINISTERED BY: (Do Not Blank)
   CODE 90512A
   DONNA VAN HAYES
   3000 MATHIS BOULEVARD
   VAN NUYS CA 91401-3713

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, State and Zip Code)
   NO. 333 SOUTH MONTANA
   MONROVA CA 91306-9684

9. AMENDMENT OF SOLICITATION NO.
   9A. DATED (SEE ITEM 11) 11A-011-07-C0076
   9B. DATED (SEE ITEM 13) 23-JUL-2007

10. MOD. OF CONTRACT/ORDER NO.

11. FACILITY CODE

12. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

   (Check appropriate box)
  ☐ is amended.
   ☐ is not amended.

   Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by two of the following methods:
   (a) By completing items 8 and 11, and returning copies of this amendment;
   (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
   or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to this amendment and is received prior to the opening hour and date specified.

13. ACCOUNTING AND APPROPRIATION DATA (If required)

   See Schedule

14. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

   D. OTHER (Specify type of modification and authority)

   Increment of Funds

15. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return a copy to the issuing office.

16. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

   Modification Control Number: W7000001016

   SEE PAGE 2

   Exception to SF 30

   APPROVED BY OIRM 11-14

   STANDARD FORM 30 (Rev. 10-83)
   Approved by OIRM
   STANDARD FORM 30 (Rev. 10-83)
   Prescribed by GSA
   FAR (48 CFR) 53.243
The purpose of this modification is to (1) provide an increment of funds in the amount of $1,580,202 to fully fund the contract and (2) make other administrative changes. Accordingly, HR0011-07-C-0075 is changed as follows:

1. SECTION G - CONTRACT ADMINISTRATION DATA

a. Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $1,580,202.00 from $670,000.00 to $2,250,202.00.

SUBCLIN 000101:

AA: 9770400 1330 WB26 P7C40 2525 DPAC 7 5230 S12136 63286E (CIN 000000000000000000000000000000000) was increased by $1,580,202.00 from $670,000.00 to $2,250,202.00

b. The following have been modified:

G-6 Incremental Funding

This contract is fully funded.

(End of Summary of Changes)