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|---|--|--|-----------------------|
| AWARD/CONTRACT | 1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | Rating | Page of Pages 1 23 |
| 2 CONTRACT (Proc Inst Ident) NO D10PC20006 | 3 EFFECTIVE DATE 09/10/2010 | 4. REQUISITION/PURCHASE REQUEST PROJECT NO SZ100617 | |
| 5. ISSUED BY DOI - NBC, Ft. Huachuca AZ NBC Acquisition Services Directorate Sierra Vista Branch P.O. Box 12924 Fort Huachuca, AZ 85670-2924 | CODE 00063 | 6 ADMINISTERED BY (if other than Item 5) CODE | |

| | |
|--|---|
| 7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATI 1710 SAIC DR MCLEAN VA 22102-3703 | 8 DELIVERY FOB Origin <input type="checkbox"/> Other (See below) <input checked="" type="checkbox"/> |
| | 9 DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % 0 days % |
| | 10 SUBMITTANCE OF COPIES TO THE ADDRESS SHOWN IN ITEM 12 |

| | | | |
|--|---------------|---------------|--|
| 11 SHIP TO/MARK FOR Joseph Olive DARPA 3701 N Fairfax Drive Arlington, VA 22203-1714 | CODE DARPA | FACILITY CODE | 12 PAYMENT WILL BE MADE BY Dept of the Interior - National Business Center National Business Center - Denver Fiscal Support Section - D2730-FH 7301 W Mansfield Denver, CO 80235-2230 |
|--|---------------|---------------|--|

| | |
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| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | 14 ACCOUNTING AND APPROPRIATION DATA 2010 - - WH - 6941 - - 255D - - WHDRP - - - Z99700 - - 1A - - - - |
|--|---|

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|------------------------|---------------|-----------|-----------------|-------------|
| | SEE LINE ITEM DETAIL | | | | |

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|-------------------------------|------------|
| 15G. TOTAL AMOUNT OF CONTRACT | 311,215.00 |
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as attached or incorporated by reference herein. <i>(Attachments are listed herein.)</i> | 18. AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
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|--|---|
| 19A NAME AND TITLE OF SIGNER (Type or print) Karen Burgess, Deputy Operations Contracts Manager | 20A NAME OF CONTRACTING OFFICER Lisa J. Matlocks |
| 19B NAME OF CONTRACTOR By Karen Burgess (Signature of person authorized to sign) | 20B UNITED STATES OF AMERICA By Lisa J. Matlocks (Signature of Contracting Officer) |
| 19C DATE SIGNED 9/10/10 | 20C DATE SIGNED 9/11/2010 |

| | | | |
|--------------------------|--------------------------------------|---------------------------------|------------------------|
| Line Item Summary | Document Number D10PC20008 | Title SAIC D10PC20008 | Page 2 of 23 |
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| | | | | | | | | | | | | |
|------------------------------------|-------------------|-------------------|-----------------------|---------------------|------------|----------------|-----------------|------------|---------------------|------------|---------------------------|--|
| Total Funding: \$311,215.00 | | | | | | | | | | | | |
| FYs | Fund | Budget Org | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category | |
| 2010 | WH | 6941 | | 255D | | WHDRP | | | Z99700 | | 1A | |
| Division | Closed FYs | | Cancelled Fund | | | | | | | | | |

| Line Item Number | Description | CLIN Ref | Delivery Date (Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |
|-------------------------|--------------------|-----------------|---|-----------------|----------------------|-------------------|--|
|-------------------------|--------------------|-----------------|---|-----------------|----------------------|-------------------|--|

| | | | | | | | |
|------|-----------------------------------|------|--|------|----|---------------|---------------|
| 0001 | Research and Development Services | 0001 | | 1.00 | LO | \$311,215.000 | \$ 311,215.00 |
|------|-----------------------------------|------|--|------|----|---------------|---------------|

(09/10/2010 to 02/28/2012)

The contractor shall furnish the necessary personnel, materials, facilities, and nonpersonal services to perform the research and development in accordance with the contractor's technical and management proposal entitled, "Robust Automatic Transcription of Speech (RATS) Technical Area 3, Evaluation", submitted on February 12, 2010 and cost proposal #F00455.A.2311.010.000 dated March 29, 2010 submitted in response to the Defense Advanced Research Project Agency/Information Processing Techniques Office (DARPA/IPTO) Broad Agency Announcement (BAA) 10-34, and reports as identified in Section J.

The Contract Data Requirements List (CDRLS) are not separately priced.

Estimated Cost: \$ 1,478,853.00
 Fixed Fee: \$ 118,032.00
 Cost-Plus-Fixed-Fee (CPFF): \$1,596,885.00

Ref Req No: SZ100617

Funding Information:
 2010 - - WH - 6941 - - 255D - - WHDRP - - - Z99700 - - 1A - -
 - -
 \$311,215.00

Total Cost: \$311,215.00

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DELIVERABLES

The deliverables for this effort are as follows:

Six (6) weeks before each phase conclusion, all Development Teams are expected to submit to the Government the following deliverables:

- All software and supporting documentation developed in the program
- An integrated system to be evaluated at the site of the Evaluation team.
- For Phase 2 and Phase 3, a fully functioning, military user-friendly software suite including an intuitive, easy to use graphic user interface. Systems must be field trainable for new languages, speakers and key words.
- A written final report of their activities and accomplishments.

Data Team

Collected, annotated data will be delivered to the Government and furnished to the Development Teams and the Evaluation team as GFI per the schedule outlined herein.

Evaluation Team

Within two (2) weeks preceding each phase conclusion, the Evaluation Team is expected to submit to the Government the following deliverables:

- All test datasets and supporting information, including ground truth annotations.
- Evaluations of all Development Team results
- All software and supporting documentation developed in the program.
- A written final report of its activities and accomplishments, a comparative summary of Development Team results, and the Evaluation Team's conclusions regarding the results of the Development Teams and the program.

C.2 DESCRIPTIONS AND SPECIFICATIONS

The contractor shall furnish the necessary personnel, materials, facilities, and nonpersonal services to perform the research and development in accordance with the contractor's technical and management proposal entitled, "Robust Automatic Transcription of Speech (RATS) Technical Area 3, Evaluation", submitted on February 12, 2010 and cost proposal dated March 29, 2010 submitted in response to the Defense Advanced Research Project Agency/Information Processing Techniques Office (DARPA/IPTO) Broad Agency Announcement (BAA) 10-34, and reports as identified in Section J.

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SECTION D -- PACKAGING AND MARKING

D.1 MARKING

Shipping documents, containers, correspondence and packages shall be marked with the following information:

Contract Number: D10PC20008
ARPA Order Numbers: Z997/00
Proposal Title: "Robust Automatic Transcription of Speech (RATS) Technical Area 3"

D.2 PACKAGING

All deliverables called for shall be packed and shipped in accordance with the Contractor's standard commercial practices in a manner that shall afford adequate protection against physical and environmental deterioration and damage during shipment.
(END OF SECTION D)

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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/>

| Clause | Title | Date |
|-----------|--|----------|
| 52.246-08 | Inspection of Research and Development--Cost Reimbursement | May 2001 |

E.2 REVIEW AND OVERSIGHT

Review and oversight of research and development services will be made by the DARPA Program Manager (PM) identified in Section G. DARPA PM will inform Government Contracting Officer's Representative identified in Section G, if research and development services do not conform to contract requirements.
(END OF SECTION E)

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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/>

| Clause | Title | Date |
|-----------------|--|---------------|
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) Alternate I | April 1984 |
| 52.247-34 | F.O.B. Destination | November 1991 |

F.2 DELIVERY OF DATA

The data to be delivered with the reports shall be delivered in accordance with the instructions provided as identified in Section C.

F.3 PERIOD OF PERFORMANCE

The contract period of performance will be as follows:

Period of Performance
September 10, 2010 through February 28, 2014

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 DARPA PROGRAM MANAGER

The DARPA Program Manager (PM) for this contract is:

Joseph Olive
DARPA/IPTO
3701 North Fairfax Drive
Arlington, VA 22203-1714

Phone: (571) 218-4920
Fax: (703) 807-4953
E-Mail: Josph.Olive@Darpa.mil

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Contracting Officer's Representative (COR) responsibilities will be performed by:

Department of Interior/National Business Center
Acquisition Services Directorate
Sierra Vista Branch
Post Office Box 12924
Fort Huachuca, Arizona 85670-2924

POC: Lawrence H. Carter
Phone: (520) 533-1213
Fax: (520) 538-3761
E-Mail: Lawrence_H_Carter@nbc.gov

Building Location and Zip Code for Overnight Deliveries:
Augur and Adair Streets, Bldg #22208 (2nd Floor)
Zip Code: 85613-6000

G.3 GOVERNMENT CONTRACT ADMINISTRATOR

Administration of the contract, except for COR responsibilities, shall be performed by:

POC: Yvonne Edwards
Phone: (520) 533-0055
Fax: (520) 538-3761
E-Mail: Yvonne_M_Edwards@nbc.gov

Mailing Address:

U.S. Department of the Interior
National Business Center
Acquisition Services Directorate
Sierra Vista Branch
Post Office Box 12924
Fort Huachuca, AZ 85670-2924

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Commercial Address:

U.S. Department of the Interior
National Business Center
Acquisition Services Directorate
Sierra Vista Branch
Augur and Adair Streets, Bldg #22208 (2nd Floor)
Fort Huachuca, AZ 85613-6000

G.4 CONTRACT ADMINISTRATION DATA

Contractor's office, which will supervise and administer the resulting contract, is as follows:

Science Applications International Corporation (SAIC)
4001 Fairfax Drive, Suite 700
Arlington, VA 22203

Karen L. Burgess
Deputy Operation Contracts Manager
Science Applications International Corporation (SAIC)
Technology and Advanced Systems Business Unit (TASBU)
(843) 971-2890 - Office Phone / Facsimile
(571) 839-2446 - Blackberry
karen.lee.burgess@saic.com

G.5 PAYMENT OFFICE

Payment will be made by the following office:

U.S. Dept of the Interior
Office of the Secretary
National Business Center - Denver
Fiscal Support Section - D2730-FH
7301 W. Mansfield Avenue
Denver, Co 80235-2230

E-Mail: Ft_Huachuca_Pay_NBCDENVER@NBC.GOV

G.6 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of \$311,215.00 is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed, as limited by the provision of (b) below, until 31 January 2011.

b. For purposes of the Limitation of Funds Clause, Section I, 52.232-22, this provision will be the "Schedule". Accordingly, the contractor is working at his own risk if funds are expended beyond those currently allotted to this contract at any given time.
(END OF SECTION G)

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G.7 CONTRACT PAYMENTS

VOUCHER SUBMISSION FOR COST AND FEE (Fee may be combined with cost invoice):

- A. The contractor shall submit an original and one copy of interim invoices, excluding the final invoice, to the Contracting Officer's Representative (COR) and one copy to the Government Contract Administrator identified in Section G. The Contracting Officer's Representative (COR) shall certify the accepted proper invoice and submit to the payment office identified in Section G within 5 days of receipt.
- B. Final Invoice. The original of the final invoice must be forwarded to the Cognizant DCAA Office. The Cognizant DCAA Office will submit the reviewed final invoice to the Government Contract Administrator identified in Section G no later than twenty (20) working days from receipt. The Government Contract Administrator will approve and submit the approved final invoice to the payment office identified in Section G.
- C. For payment of fee, the contractor will invoice for fee at 8% per invoice not to exceed \$121,488.00 of this contract.
- D. Proper invoices for this contract will be submitted on at least a monthly basis in accordance with FAR Clause 52.216-7, Allowable Cost and Payment (Dec 2002), not more often than once every two (2) weeks.
- E. All requests for payment shall be submitted in accordance with FAR Clause 52.232-25, Alt 1, Prompt Payment (Feb 2002).

G.8 DEFENSE CONTRACT AUDIT AGENCY (DCAA) OFFICE

The DCAA office for this contract is:

Defense Contract Audit Agency (DCAA)
SAIC Suboffice
10260 Campus Point Drive
Mailstop A-1-C
San Diego, CA 92121

For Audit Assistance:

Phone: (858) 826-7409
Fax: (858) 826-7698
EMail: dcaa-fao4171@dcaa.mil

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION UNDER A COST REIMBURSEMENT CONTRACT

- a. To facilitate administration of the contract and the several provisions and clauses associated with cost/performance administration, including "Limitation of Funds," etc., the Contractor agrees to give timely notification to the Contracting Officer at any time he has reason to believe the total cost to the Government for the performance of this contract will be greater or less than the estimated cost set forth in the contract.
- b. As part of such notification, the Contractor shall provide a revised cost estimate for accomplishing the specified work including a detailed statement of costs incurred, a detailed estimate of cost to complete, and an analysis, accompanied with an explanation, for the projected variance from estimated cost at completion. In the case of a projected increase, such analysis and explanation must include a description of action(s) taken or projected by the contractor in attempting to eliminate or mitigate the increase while discharging the management role of assuring performance within cost.
- c. It is agreed by the parties that the notification contemplated above is to be accomplished only by separate written correspondence directed to the Contracting Officer and that no other form or "notification" (e.g. mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the Administrative Contracting Officer shall not constitute compliance with this requirement

H.2 SUBCONTRACTING PLAN

SAIC Individual Subcontracting Plan, signed and dated 2 September 2010 and Master Subcontracting Plan dated 23 December, 2008, as submitted to and approved by the Contracting Officer in accordance with FAR 52.219-09 is herein attached at Section J and applicable to this contract.

H.3 AWARD MADE ON BEHALF OF A DOD AGENCY

This contract is issued by the Department of Interior/National Business Center (DOI/NBC), Acquisition Services Directorate, Sierra Vista Branch on behalf of a Department of Defense (DoD) Agency-Defense Advanced Research Projects Agency (DARPA).

H.4 KEY PERSONNEL REQUIREMENTS

Certain skilled/experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "key personnel" and listed:

Prime Contractor's Name: Richard LaValley - Principal Investigator

The contractor agrees key personnel shall not be removed from the contract work or be replaced without compliance with the following:

- a. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30-calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal as initially anticipated, the contractor shall promptly notify the Government Contract Administrator

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identified in Section G. Upon concurrence of the Contracting Officer or authorized representative, the contractor shall promptly replace such personnel with personnel of at least equal ability and qualifications.

b. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer or duly authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof, in writing.

H.5 NOTICE OF INCORPORATION OF SECTION K

The following section of the solicitation will not be distributed with the contract; however, this section is incorporated by reference and forms a part of the resultant contract as though furnished in full text therewith::

Section K - Representations, Certifications and Other Statements of Offerors dated 29 July 2010.
Online Representations and Certifications Application (ORCA).

H.6 EQUIPMENT CLAUSE

The Contractor shall report any purchase of property, plant or equipment whose unit cost exceeds \$100,000 to the DARPA Comptroller and the Contracting Officer. DoD FMR 7000.14R, Vol. 4, Chapter 6 and Federal Financial Accounting Standards No. 6 Accounting for Property, Plant and Equipment, applies.

H.7 NO-COST SETTLEMENT

When in the best interest of the Government and Contractor, a no-cost settlement may upon mutual agreement of the parties be executed in lieu of a termination due to the immature stage and uncertainties involved in contract performance in research and development efforts. In a no-cost settlement, all costs reimbursable, not previously paid, for the performance of the contract to the date of the termination are allowable; however, the costs for anticipatory profits or consequential damages resulting from the termination of this contract (or any subcontract) to include: Accounting, legal, clerical and other expenses necessary for the preparation of settlement proposals and supporting data shall be excluded from the settlement proposal submitted by the contractor. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law under this contract.

H.8 PERMITS, TAXES, LICENSES, ORDINANCES AND REGULATIONS

The Contractor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all Federal, State, Municipal, County and local Board of Health ordinances, rules and regulations applicable to the business carried on under this contract, and be responsible for all applicable State Sales and Use Taxes.

H.9 PUBLICATION

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 concurrence of the COR. All scientific and technical reports will be issued with a classification of Distribution Statement C. In consideration of the nonprofit institutions of higher education who will be subcontractors under this contract, papers resulting from unclassified contracted

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fundamental research (as defined by DoD Instruction Number 5230.27) are exempt from prepublication controls and the requirement for prior written concurrence of the COR.

(b) When submitting material for written approval for open publication, the Contractor/Awardee must submit a request for public release to the DARPA Technical Information Office (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/Awardee'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 (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

H.10 TRAVEL AND PER DIEM

Travel and per diem costs claimed shall be in accordance with those rates/amounts allowed by the Joint Travel Regulation (JTR) in effect at the time travel is actually performed. There may be occasions where the contractor travels to high cost areas and is unable to remain in accordance with the Joint Travel Regulation. If required, the contractor will justify those costs to the Contracting Officer prior to performing the travel. The contractor agrees to use the most economical method of travel available. All travel other than what was proposed will have prior approval of the Contracting Officer's Representative as identified in Section G. This provision also applies to all subcontractors other than educational institutions performing travel in support of this contract. Universities will be reimbursed IAW their internal travel policies pursuant to OMB Circular A-21. Foreign travel requires 90 days approval by the Contracting Officer Representative.

H.11 ASSERTION OF DATA RIGHTS

The Contractor has asserted restrictions on the Government's use, release and disclosure of technical data and computer software. The technical data and computer software assertions are attached at Section J.

H.12 REPORTING REQUIREMENTS

a. QUARTERLY RESEARCH AND DEVELOPMENT (R&D) TECHNICAL STATUS REPORT

Description: The Quarterly R&D Technical Status Report provides a means to capture a comprehensive assessment of project goals, progress, and status. The report provides a section for programmatic data, technical progress, project plans, and issues and concerns. The report shall be formatted in accordance with the report template provided at Attachment 2.

Submission Requirements:

- Frequency: Quarterly.
- Reporting Period: Report on performance during previous quarterly.
- Due Date: Submit within fifteen (15) calendar days after the end of the previous quarter. Post-award initial submission will be submitted within 30 calendar days of award.

b. QUARTERLY FINANCIAL STATUS REPORT

Description: The Quarterly Financial Status Report provides a means to capture a comprehensive assessment of expenditures. The report provides a section for incurred expenses and invoices submitted, both for the period and for the total cumulative effort which maintains a running balance of the funds remaining. Burn rates are easy to identify as all the pertinent information is side-by-side and easy to compare. The report shall be formatted in accordance with the report template provided at Attachment 2.

Submission Requirements:

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--Frequency: Quarterly

--Reporting Period: Report on performance during previous quarterly.

--Due Date: Submit within fifteen (15) calendar days after the end of the previous quarter. Post-award initial submission will be submitted within 30 calendar days of award.

c. FINAL TECHNICAL REPORT

Description: The Final Technical Report describes and disseminates to the analytical, scientific and technical community the precise nature and results of analytical studies, research development, test and evaluation (RDT&E) on an assigned task(s). The Scientific and Technical Report may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystem or of technical problems. The document content shall be clearly written, describe accomplishments and other facts adequately with no technical errors and be acceptable for release. There is no prescribed format. If the Final Technical Report is marked unclassified, unlimited distribution, it should be accompanied by a letter certifying that it has been cleared for public release and/or sale; to include release and/or sale to foreign nationals.

d. DISTRIBUTION OF REPORTS

All reports listed above shall be submitted according to Section J, Exhibit 1 of the contract.

The Final Report must be electronically submitted to the Program Manager (PM) as identified in Section G. The PM is responsible for reviewing and redacting any information prior to submitting Final Report to the Defense Technical Information Center (DTIC), DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-6218. The PM shall send an electronic copy to the Government Contract Administrator as identified in Section G, when the final report is sent to the DTIC.

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SECTION I -- CONTRACT CLAUSES

L1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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/>

| Clause | Title | Date |
|-----------|--|----------------|
| 52.202-01 | Definitions | July 2004 |
| 52.203-03 | Gratuities | April 1984 |
| 52.203-05 | Covenant Against Contingent Fees | April 1984 |
| 52.203-06 | Restrictions On Subcontractor Sales To The Government | September 2006 |
| 52.203-07 | Anti-Kickback Procedures | July 1995 |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | January 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | January 1997 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | September 2007 |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper. | August 2000 |
| 52.204-07 | Central Contractor Registration | April 2008 |
| 52.209-06 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | September 2006 |
| 52.215-02 | Audit and Records--Negotiation | March 2009 |
| 52.215-08 | Order of Precedence--Uniform Contract Format | October 1997 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | October 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications | October 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data | October 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications | October 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions | October 2004 |
| 52.215-16 | Facilities Capital Cost of Money | June 2003 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | July 2005 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications | October 1997 |
| 52.215-23 | Limitations on Pass-Through Charges. | October 2009 |
| 52.216-07 | Allowable Cost and Payment | December 2002 |
| 52.216-08 | Fixed Fee | March 1997 |
| 52.219-08 | Utilization of Small Business Concerns | May 2004 |
| 52.219-09 | Small Business Subcontracting Plan | April 2008 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | January 1999 |
| 52.219-28 | Post-Award Small Business Program Representation | April 2009 |
| 52.222-03 | Convict Labor | June 2003 |
| 52.222-21 | Prohibition of Segregated Facilities | February 1999 |
| 52.222-26 | Equal Opportunity | March 2007 |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | September 2006 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | June 1998 |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of | September 2006 |

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| | the Vietnam Era, and Other Eligible Veterans | |
| 52.222-50 | Combating Trafficking in Persons | February 2009 |
| 52.223-06 | Drug Free Workplace | May 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | August 2003 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | June 2008 |
| 52.227-01 Alt I | Authorization And Consent (Jul 1995) - Alternate I | April 1984 |
| 52.227-02 | Notice And Assistance Regarding Patent And Copy Infringement | December 2007 |
| 52.227-11 | Patent Rights--Ownership by the Contractor | December 2007 |
| 52.228-07 | Insurance--Liability To Third Persons | March 1996 |
| 52.230-02 | Cost Accounting Standards | October 2008 |
| 52.230-06 | Administration of Cost Accounting Standards | March 2008 |
| 52.232-09 | Limitation on Withholding of Payments. | April 1984 |
| 52.232-17 | Interest | October 2008 |
| 52.232-22 | Limitation of Funds | April 1984 |
| 52.232-23 | Assignment Of Claims | January 1986 |
| 52.232-25 Alt I | Prompt Payment (Oct 2003) Alternate I | February 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer-Central Contractor Registration | October 2003 |
| 52.233-01 Alt I | Disputes (Jul 2002) - Alternate I | December 1991 |
| 52.233-03 Alt I | Protest After Award (Aug 1996) - Alternate I | June 1985 |
| 52.233-04 | Applicable Law for Breach of Contract Claim | October 2004 |
| 52.242-01 | Notice of Intent to Disallow Costs | April 1984 |
| 52.242-03 | Penalties for Unallowable Costs | May 2001 |
| 52.242-04 | Certification of Final Indirect Costs | January 1997 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.243-02 Alt V | Changes--Cost-Reimbursement (Aug 1987) -Alternate V | April 1984 |
| 52.243-07 | Notification Of Changes | April 1984 |
| 52.244-05 | Competition In Subcontracting | December 1996 |
| 52.244-06 | Subcontracts for Commercial Items | April 2010 |
| 52.245-01 | Government Property | June 2007 |
| 52.245-09 | Use And Charges | June 2007 |
| 52.246-23 | Limitation Of Liability | February 1997 |
| 52.246-25 | Limitation of Liability--Services | February 1997 |
| 52.249-06 | Termination (Cost-Reimbursement) | May 2004 |
| 52.249-14 | Excusable Delays | April 1984 |
| 52.253-01 | Computer Generated Forms | January 1991 |

1.2 52.244-02 SUBCONTRACTS

JUNE 2007

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced

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contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the

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incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

(END OF SECTION I)

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 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.

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(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.222-02 PAYMENT FOR OVERTIME PREMIUMS JULY 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * 0 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 subparagraph (a)(1) through (a)(4) of the clause.

I.5 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

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

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

I.6 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES APRIL 1984

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

(b) The use in this solicitation or contract of any U.S. Department of the Interior Acquisition Regulation Supplement (DIARS) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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1.7 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

Incorporate By Reference: The below referenced DFARS clauses are applicable, will be incorporated in, and will form a part of the resultant contract as though furnished in full text herewith:

| | |
|--------------|--|
| 252.201-7000 | Contracting Officer's Representative (Dec 1991) |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008) |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights (Jan 2009) |
| 252.204-7000 | Disclosure of Information (Dec 1991) |
| 252.204-7003 | Control of Government Personnel Work Product (Apr 1992) |
| 252.204-7004 | Alternate A, Central Contractor Registration (Sep 2007) |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders (Dec 1991) |
| 252.209-7004 | Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec 2006) |
| 252.215-7002 | Cost Estimating System Requirements (Dec 2006) |
| 252.225-7002 | Qualifying Country Sources as Subcontractors (Apr 2003) |
| 252.225-7012 | Preference for Certain Domestic Commodities (Dec 2008) |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items (Nov 1995) |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (June 1995) |
| 252.227-7015 | Technical Data - Commercial Items (Nov 1995) |
| 252.227-7016 | Rights in Bid or Proposal Information (June 1995) |
| 252.227-7017 | Identification and assertion of use, release, or disclosure restrictions (Jun 1995) |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software (June 1995) |
| 252.227-7025 | Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (June 1995) |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software (Apr 1988) |
| 252.227-7027 | Deferred Ordering of Technical Data or Computer Software (Apr 1988) |
| 252.227-7030 | Technical Data - Withholding of Payments (Mar 2000) |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data (Sep 1999) |
| 252.227-7039 | Patents - Reporting of Subject Inventions (Apr 1990) |
| 252.231-7000 | Supplemental Cost Principles (Dec 1991) |
| 252.235-7011 | Final Scientific or Technical Report (Nov 2004) |
| 252.243-7002 | Requests for Equitable Adjustment (Mar 1998) |

NOTE: Full text versions may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

Incorporate in Full Text: The below DFARS clause is applicable, will be incorporated in, and will form a part of the resultant contract:

252.235-7010 Acknowledgement of Support and Disclaimer (May 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. N10PC20008.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency (DARPA); or its Contracting Agent, the U.S. Department of the Interior, National Business Center, Acquisition & Property Management Division, Southwest Branch.

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I.8 1452.203-70 RESTRICTION ON ENDORSEMENTS JULY 1996

1452.203-70 RESTRICTION ON ENDORSEMENTS -
DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

I.9 1452.204-70 RELEASE OF CLAIMS JULY 1996

1452.204-70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

I.10 1452.215-70 EXAMINATION OF RECORDS BY DOI APRIL 1984

1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

I.11 1452.228-7 INSURANCE - LIABILITY TO THIRD PERSON APRIL 1984

1452.228-7 Insurance - Liability to Third Persons

(a) As prescribed in 1428.311-2, the clause at FAR 52.228-7, Insurance - Liability to Third Persons, shall be modified before insertion into solicitations and contracts by (1) changing the title of the clause to read:
"INSURANCE - LIABILITY TO THIRD PERSONS (APR 1984) (DEVIATIONS)";

and (2) changing the first sentence in subparagraph (c)(2) of the clause to read:

"For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise but subject to the 'Limitation of Cost' or 'Limitation of Funds' clause of this contract."

(b) As prescribed in FAR 52.103(a) and 52.107(f), the clause at FAR 52.252-6, Authorized Deviations in Clauses, shall be inserted into solicitations and contracts containing the clause in paragraph (a) of this section.

I.12 1452.237-70 INFORMATION COLLECTION - DOI JULY 1996

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1452.237-70 INFORMATION COLLECTION -- DEPARTMENT OF THE INTERIOR (JUL 1996)

If performance of this contract requires the contractor to collect information on identical items from ten or more public respondents, no action shall be taken or funds expended in the solicitation or collection of such information until the contractor has received from the Contracting Officer written notification that approval has been obtained from the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act of 1980. The Contractor agrees to provide all information requested by the Contracting Officer which is necessary to obtain approval from OMB.

(End of clause)

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

- Attachment 1 - Assertion of Data Rights
- Attachment 2 - Master Subcontracting Plan
- Attachment 3 - Individual Subcontracting Plan
- Attachment 4- DD Form 1423-1 Contract Data Requirements List

J.2 EXHIBITS

- Exhibit A - Progress, Status and Management Report/Monthly Progress Report, 3 pages.

(END OF SECTION J)

APPENDIX A

Data Rights Assertions

In compliance with DFARS 252.227-7017 Identification and Assertions of Use, Release, or Disclosure Restrictions (June 1995), SAIC either owns or possesses appropriate licensing rights to all other intellectual property that will be utilized under our proposal for the DARPA program. SAIC provides the following technical data or software rights assertions.

Figure 3.7-1 provides noncommercial technical data, and **figure 3.7-2** lists noncommercial computer software with less than unlimited rights.

In addition, SAIC hereby provides notification that any software created during the life of any resultant contract will be delivered with unlimited rights. Should any of these assertions change, SAIC will inform the Contracting Officer and provide the justification for the restricted rights before delivering the software in question.

| Technical Data or Computer Software to Be Furnished With Restrictions | Basis for Assertion | Asserted Rights Category | Name of Person Asserting Restriction |
|---|---------------------|--------------------------|--------------------------------------|
| None | None | None | N/A |

Figure 3.7-1. Noncommercial Technical Data

During performance of this contract, SAIC intends to modify its Evaluation Framework software that was developed previously under government Contract No. FA8750-09-C-0184 for the DARPA Machine Reading program. In accordance with the data rights clauses of that contract, the government has unlimited rights in the software. Please note that the software does contain commercial third party code subject to various terms and conditions, which are identified in the table below.

| Technical Data or Computer Software to Be Furnished With Restrictions | Basis for Assertion | Asserted Rights Category | Name of Person Asserting Restriction | Link to License Terms |
|---|------------------------------|---|--------------------------------------|---|
| Sun Java 1.6 | Developed at private expense | Open-source license rights(SUN Binary Code License) | SUN Microsystems | http://java.sun.com/javase/6/jre-6u14-license.txt |
| HP Jena 2.6.0 | Developed at private expense | Open-source license rights | Hewlett Packard | http://jena.sourceforge.net/license.html |
| ARQ | Developed at private expense | Open-source license rights | Hewlett Packard | http://jena.sourceforge.net/ARQ/license.html |
| ICU 3.4 | Developed at private expense | Open-source license rights | IBM | http://source.icu-project.org/repos/icu/icu/trunk/license.html |
| IRI | Developed at private expense | Open-source license rights | Hewlett Packard | http://jena.sourceforge.net/iri/license.html |
| xercesImpl.jar | Developed at private expense | Open-source license rights | Apache Foundation | http://www.apache.org/licenses/LICENSE-2.0 |
| Xml-apis.jar | Developed at private expense | Open-source license rights | Apache Foundation | http://www.apache.org/licenses/LICENSE-2.0 |
| Apache Ant | Developed at private expense | Open-source license rights | Apache Foundation | http://ant.apache.org/license.html |

Figure 3.7-2. Commercial Computer Software with Less Than Unlimited Rights

| Technical Data or Computer Software to Be Furnished With Restrictions | Basis for Assertion | Asserted Rights Category | Name of Person Asserting Restriction | Link to License Terms |
|---|------------------------------|----------------------------|--------------------------------------|---|
| NIST Sphere (audio file headers) | Developed at private expense | Open-source license rights | NIST | http://www.itl.nist.gov/iad/mig/tools/sphere_26atarZ.htm |
| Shorten (decompression) | Developed at private expense | Open-source license rights | Softsound Ltd | http://www.etree.org/shncom.html |
| SoX (conversion utilities) | Developed at private expense | Open-source license rights | | http://sox.sourceforge.net/ |

Figure 3.7-2. Commercial Computer Software With Less Than Unlimited Rights (continued)

Date 29 July 2010
 Printed Name and Title Beverly C. Dancy, Contract Mgr.
 Signature Beverly C. Dancy