**AWARD/CONTRACT**

**CONTRACTOR**: [Name]

**CLASS**: [Class]

**DATE**: [Date]

**REQUISITION/PURCHASE REQUEST PROJECT NO**: [Project No]

**AWARD NUMBER**: [Number]

**AMOUNT**: [Amount]

**Pricing Summary**

<table>
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<tr>
<th>Contract #</th>
<th>Description</th>
<th>Unit Price</th>
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<td>[Description]</td>
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**PAYMENT WILL BE MADE BY**: [Method]

**PAYMENT PERIOD**: [Period]

**PAYMENT TERMS**: [Terms]

**CONTRACTING OFFICER WILL COMPLETE**

**NAME AND TITLE OF SIGNER**: [Signer]

**DATE SIGNED**: [Date]

**UNITED STATES OF AMERICA**

**STANDARD FORM 25 (REV. 1-66) - 14-10-09-DARPA-FOIA-20150527-Production-SRI**

**000001**
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<td>RESEARCH AND DEVELOPMENT SERVICES</td>
<td>0001</td>
<td>(09/09/2010 to 03/08/2014)</td>
<td>1.00</td>
<td>LO</td>
<td>$1,000,000.000</td>
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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, "SCENIC: Speech Content Extraction from Noisy Information Channels", undated and revised cost proposal dated 17 August 2010 submitted in response to the Defense Advanced Research Project Agency/Information/Innovation Office (DARPA/II) Broad Agency Announcement (BAA) 10-34, and reports as identified in Section J.

The contractor's revised cost proposal dated 17 August 2010 is hereby redacted and incorporated by reference.

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

- Estimated Cost: $12,083,268.00
- Fixed Fee: $964,210.00
- Cost-Plus-Fixed-Fee (CPFF): $13,047,478.00

Ref Req No: S2100658

Funding Information:

- 2010 - WH - 6941 - 255D - WHDRP - Z99500 - 1A - $1,000,000.00

Total Cost: $1,000,000.00
### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1</td>
<td>DESCRIPTIONS AND SPECIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>C.2</td>
<td>Deliverables</td>
<td>4</td>
</tr>
<tr>
<td>D.1</td>
<td>MARKING</td>
<td>5</td>
</tr>
<tr>
<td>D.2</td>
<td>PACKAGING</td>
<td>5</td>
</tr>
<tr>
<td>E.1</td>
<td>Clause By Reference</td>
<td>6</td>
</tr>
<tr>
<td>E.2</td>
<td>Review and Oversight</td>
<td>6</td>
</tr>
<tr>
<td>F.1</td>
<td>Clause By Reference</td>
<td>7</td>
</tr>
<tr>
<td>F.2</td>
<td>Delivery of Data</td>
<td>7</td>
</tr>
<tr>
<td>F.3</td>
<td>Period of Performance</td>
<td>7</td>
</tr>
<tr>
<td>G.1</td>
<td>Increment 1 Funding</td>
<td>8</td>
</tr>
<tr>
<td>G.2</td>
<td>Contracting Officer's Technical Representative</td>
<td>8</td>
</tr>
<tr>
<td>G.3</td>
<td>DARPA Program Manager</td>
<td>8</td>
</tr>
<tr>
<td>G.4</td>
<td>Contract Administration Data</td>
<td>9</td>
</tr>
<tr>
<td>G.5</td>
<td>Government Contract Administrator</td>
<td>9</td>
</tr>
<tr>
<td>G.6</td>
<td>Defense Contract Audit Agency (DCAA) Office</td>
<td>9</td>
</tr>
<tr>
<td>G.7</td>
<td>Payment Office</td>
<td>10</td>
</tr>
<tr>
<td>G.8</td>
<td>Contract Payments</td>
<td>10</td>
</tr>
<tr>
<td>H.1</td>
<td>SF 294 AND SF 395 Subcontracting Reporting Requirements</td>
<td>11</td>
</tr>
<tr>
<td>H.2</td>
<td>Notification under cost reimbursement contract</td>
<td>11</td>
</tr>
<tr>
<td>H.3</td>
<td>Award Made on Behalf of A DOD Agency</td>
<td>11</td>
</tr>
<tr>
<td>H.4</td>
<td>Key Personnel Requirements</td>
<td>11</td>
</tr>
<tr>
<td>H.5</td>
<td>NOTICE OF INCORPORATION OF SECTION K</td>
<td>12</td>
</tr>
<tr>
<td>H.6</td>
<td>Equipment Clause</td>
<td>12</td>
</tr>
<tr>
<td>H.7</td>
<td>No-Cost Settlement</td>
<td>12</td>
</tr>
<tr>
<td>H.8</td>
<td>Permits, Taxes, Licenses, Ordinances and Regulations</td>
<td>12</td>
</tr>
<tr>
<td>H.9</td>
<td>Publication</td>
<td>13</td>
</tr>
<tr>
<td>H.10</td>
<td>Travel and Per Diem</td>
<td>13</td>
</tr>
<tr>
<td>H.11</td>
<td>Assertion of Data Rights</td>
<td>13</td>
</tr>
<tr>
<td>H.12</td>
<td>ACQUISITION OF COMPUTER EQUIPMENT AND RELATED ITEMS</td>
<td>13</td>
</tr>
<tr>
<td>H.13</td>
<td>SUBCONTRACTING PLAN</td>
<td>14</td>
</tr>
<tr>
<td>H.14</td>
<td>Reporting Requirements</td>
<td>14</td>
</tr>
<tr>
<td>I.1</td>
<td>Clause By Reference</td>
<td>15</td>
</tr>
<tr>
<td>I.2</td>
<td>Notification of Ownership Changes</td>
<td>16</td>
</tr>
<tr>
<td>I.3</td>
<td>Payment For Overtime Premiums</td>
<td>17</td>
</tr>
<tr>
<td>I.4</td>
<td>Authorized Deviations In Clauses</td>
<td>17</td>
</tr>
<tr>
<td>I.5</td>
<td>DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT</td>
<td>18</td>
</tr>
<tr>
<td>I.6</td>
<td>1452.203-70 Restriction on Endorsements JULY 1996</td>
<td>19</td>
</tr>
<tr>
<td>I.7</td>
<td>1452.204-70 Release of Claims JULY 1996</td>
<td>19</td>
</tr>
<tr>
<td>I.8</td>
<td>1452.215-70 Examination of Records by DOD APRIL 1984</td>
<td>19</td>
</tr>
<tr>
<td>I.9</td>
<td>1452.228-7 Insurance - Liability to Third Person APRIL 1984</td>
<td>19</td>
</tr>
<tr>
<td>I.10</td>
<td>1452.237-70 Information Collection - DOD JULY 1996</td>
<td>20</td>
</tr>
<tr>
<td>I.11</td>
<td>Subcontracts</td>
<td>20</td>
</tr>
<tr>
<td>I.12</td>
<td>Service of Protest</td>
<td>22</td>
</tr>
<tr>
<td>J.1</td>
<td>List of Documents, Exhibits and Other Attachments</td>
<td>23</td>
</tr>
<tr>
<td>J.2</td>
<td>EXHIBITS</td>
<td>23</td>
</tr>
</tbody>
</table>

epic.org 14-10-09-DARPA-FOIA-20150527-Production-SRI 000003
SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTIONS AND SPECIFICATIONS

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development effort in accordance with the contractor's technical proposal entitled "SCENIC: Speech Content Extraction from Noisy Information Channels" dated 26 March 2010 and revised cost proposal entitled, "SCENIC: Speech Content Extraction from Noisy Information Channels" dated 17 August 2010 submitted in response to DARPA/12O (Information/Innovation) BAA 10-34 and incorporated to this contract by reference.

C.2 DELIVERABLES

The deliverables for this effort are as follows:

Contractor are expected to submit to the Program Manager 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. The systems must be field trainable for new languages, speakers and key words.
- A written final report of their activities and accomplishments.

(END OF SECTION C)
SECTION D -- PACKAGING AND MARKING

D.1 MARKING

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

- Contract Number: D10PC20024
- ARPA Order Number: Z995/00
- Proposal Title: "SCENIC: Speech Content Extraction from Noisy Information Channels"

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)
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 addresses:

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

<table>
<thead>
<tr>
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<tr>
<td>52.246-09</td>
<td>Inspection of Research and Development (Short Form)</td>
<td>April 1984</td>
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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)
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):

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<tr>
<td>52.247-34</td>
<td>F.O.B. Destination</td>
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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 J.

F.3 PERIOD OF PERFORMANCE

The contract period of performance will be a 42-month period.

Period of Performance
September 09, 2010 through March 08, 2014

(END OF SECTION F)
SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of $1,000,000.00 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 1.52.232-22, 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.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

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

Department of Interior/National Business Center
Acquisition Services Directorate
Sierra Vista Division 3
Post Office Box 12924
Fort Huachuca, Arizona 85670-2924

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

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

G.3 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: (571) 218-4360
E-Mail: Joseph.Olive@darpa.mil
G.4 CONTRACT ADMINISTRATION DATA

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

SRI International,
333 Ravenswood Avenue
Menlo Park, CA 94025

POC: Ms. Colleen Ferguson
Senior Contracts Administrator
Phone: (650)859-4199
Fax: (650)859-6171
E-Mail: colleen.ferguson@sri.com

G.5 GOVERNMENT CONTRACT ADMINISTRATOR

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

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

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

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

G.6 DEFENSE CONTRACT AUDIT AGENCY (DCAA) OFFICE

The DCAA for this contract is:

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

Phone: (650) 917-5000
G.7 PAYMENT OFFICE

Payment will be made by the following office:

US Dept of the Interior
Office of the Secretary
National Business Center - Denver
Fiscal Support Section - D2730-FH
7301 W. Mansfield Avenue
Denver, Co 80225-2230

E-Mail: Ft_Hancock_Pay_NBCDENVER@NBC.GOV

G.8 CONTRACT PAYMENTS

VOUCHER SUBMISSION FOR COST:

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 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. Proper invoices for this contract will be submitted 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.

D. For payment of fee, the contractor will invoice for 8% fee incurred, cost amount, not to exceed $964,210.00 for this contract. In accordance with FAR 52.216-8, Fixed Fee, the 15% fee withheld amount for this contract is $144,632.00.

E. All requests for payment shall be submitted in accordance with FAR Clause 52.232-25, Alt 1, Prompt Payment (Feb 2002).
SECTION II -- SPECIAL CONTRACT REQUIREMENTS

II.1 SF294 AND SF395 SUBCONTRACTING REPORTING REQUIREMENTS

Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, required in accordance with FAR 19.704(a), shall be submitted via the new electronic Subcontracting Reporting System (eSRS), which is located at the following website: https://www.esrs.gov.

II.2 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 of "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

II.3 AWARD MADE ON BEHALF OF A DOD AGENCY

This contract is issued by the Department of Interior/National Business Center (DOI/NBC) on behalf of a Department of Defense (DoD) Agency—Defense Advanced Research Projects Agency (DARPA).

II.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:

SRI International:
Andreas Stoelke
Horacio Franco
Martin Graciarena
Dimitra Vergyri
Lynn Voss
Nicolas Scheffer
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 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 08 June 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 Contracting Officer and the Contracting Officer, DoD FAR 7000.14-R, 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 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 ACQUISITION OF COMPUTER EQUIPMENT AND RELATED ITEMS

The contractor and subcontractors are authorized to purchase information technology (IT) equipment and services for direct support of this contract not to exceed the value indicated in this contract clause. Any claimed costs in excess of this amount shall be unallowable in accordance with FAR 52.216-7, Allowable Cost and Payment.
H.13 SUBCONTRACTING PLAN

SRI International Master Subcontracting Plan, dated 15 May 2009 and Individual Subcontracting Plan dated 25 August 2010, 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.14 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 quarter.
--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:

--Frequency: Quarterly
--Reporting Period: Report on performance during previous quarter.
--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.

(END OF SECTION H)
SECTION 1 -- CONTRACT CLAUSES

1.1 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 addresses:

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<tbody>
<tr>
<td>52.202-01</td>
<td>Definitions</td>
<td>July 2004</td>
</tr>
<tr>
<td>52.203-03</td>
<td>Guaranties</td>
<td>April 1984</td>
</tr>
<tr>
<td>52.203-05</td>
<td>Covenant Against Contingent Fees</td>
<td>April 1984</td>
</tr>
<tr>
<td>52.203-06</td>
<td>Restrictions On Subcontractor Sales To The Government</td>
<td>September 2006</td>
</tr>
<tr>
<td>52.203-07</td>
<td>Anti-Kickback Procedures</td>
<td>July 1995</td>
</tr>
<tr>
<td>52.203-08</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
<td>January 1997</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
<td>January 1997</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Limitation on Payments to Influence Certain Federal Transactions</td>
<td>September 2007</td>
</tr>
<tr>
<td>52.203-13</td>
<td>Contractor Code of Business Ethics and Conduct</td>
<td>April 2010</td>
</tr>
<tr>
<td>52.204-04</td>
<td>Printed or Copied Double-Sided on Recycled Paper.</td>
<td>August 2000</td>
</tr>
<tr>
<td>52.204-07</td>
<td>Central Contractor Registration</td>
<td>April 2008</td>
</tr>
<tr>
<td>52.209-06</td>
<td>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</td>
<td>September 2006</td>
</tr>
<tr>
<td>52.215-02</td>
<td>Audit and Records - Negotiation</td>
<td>March 2009</td>
</tr>
<tr>
<td>52.215-08</td>
<td>Order of Precedence - Uniform Contract Format</td>
<td>October 1997</td>
</tr>
<tr>
<td>52.215-10</td>
<td>Price Reduction for Defective Cost or Pricing Data</td>
<td>October 1997</td>
</tr>
<tr>
<td>52.215-11</td>
<td>Price Reduction for Defective Cost or Pricing Data - Modifications</td>
<td>October 1997</td>
</tr>
<tr>
<td>52.215-12</td>
<td>Subcontractor Cost or Pricing Data</td>
<td>October 1997</td>
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<tr>
<td>52.215-13</td>
<td>Subcontractor Cost or Pricing Data - Modifications</td>
<td>October 1997</td>
</tr>
<tr>
<td>52.215-15</td>
<td>Pension Adjustments and Asset Revaluations</td>
<td>October 2004</td>
</tr>
<tr>
<td>52.215-16</td>
<td>Facilities Capital Cost of Money</td>
<td>June 2003</td>
</tr>
<tr>
<td>52.215-18</td>
<td>Reversion or Adjustment of Plans For Postretirement Benefits (PRB) Other than Pensions</td>
<td>July 2005</td>
</tr>
<tr>
<td>52.215-21</td>
<td>Requirements for Cost or Pricing Data or Other Information Other Than Cost or Pricing Data - Modifications</td>
<td>October 1997</td>
</tr>
<tr>
<td>52.215-23</td>
<td>Limitations on Pass-Through Charges</td>
<td>October 2009</td>
</tr>
<tr>
<td>52.216-07</td>
<td>Allowable Cost and Payment</td>
<td>December 2002</td>
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<tr>
<td>52.216-08</td>
<td>Fixed Fee</td>
<td>March 1997</td>
</tr>
<tr>
<td>52.219-08</td>
<td>Utilization of Small Business Concerns</td>
<td>May 2004</td>
</tr>
<tr>
<td>52.219-09</td>
<td>Small Business Subcontracting Plan</td>
<td>April 2008</td>
</tr>
<tr>
<td>52.219-16</td>
<td>Liquidated Damages - Subcontracting Plan</td>
<td>January 1999</td>
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<tr>
<td>52.219-26</td>
<td>Post-Award Small Business Program Representation</td>
<td>April 2009</td>
</tr>
<tr>
<td>52.222-05</td>
<td>Contract Labor</td>
<td>June 2003</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition of Segregated Facilities</td>
<td>February 1999</td>
</tr>
<tr>
<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>March 2007</td>
</tr>
<tr>
<td>52.222-35</td>
<td>Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans</td>
<td>September 2006</td>
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<tr>
<td>52.222-36</td>
<td>Affirmative Action For Workers with Disabilities</td>
<td>June 1998</td>
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</table>
I.2 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.

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).

1.3 52.222-02  PAYMENT FOR OVERTIME PREMIUMS

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

(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.

1.4 52.252-06  AUTHORIZED DEVIATIONS IN CLAUSES

(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 "(DEVIAIION)" after the name of the regulation.

1.5 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)
252.203-7000 Requirements Relating to Conviction of former DoD Officials (Jan 2009)
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)
252.204-7003 Control of Government Personnel Work Product (Apr 1992)
252.204-7004 Alternate A, Central Contractor Registration (Sep 2007)
252.204-7005 Requirements for contracts involving export-controlled item (Jul 2008)
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)
252.215-7000 Pricing Adjustments (Dec 1991)
252.219-7003 Small business subcontracting plan (DoD contracts) (Apr 2007)
252.225-7001 Buy American Act and Balance of Payments Program (Jan 2009)
252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007)
252.225-7012 Preference for Certain Domestic Commodity (Dec 2008)
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)
252.227-7027 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)
252.232-7010 Lates on Contract Payments (Dec 2005)
252.243-7002 Requests for Equitable Adjustment (Mar 1998)

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

http://fasir.fhll.us/ml/

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 Acknowledgment 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. D10PC20024.
(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 authors 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.

I.6 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.7 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 (DF-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

I.8 1452.215-70 EXAMINATION OF RECORDS BY DOI APRIL 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.9 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.

(End of clause)

1.10  1452.237-70 INFORMATION COLLECTION -- DOI JULY 1996

1452.237-70 INFORMATION COLLECTION -- DEPARTMENT OF THE INTERIOR (JULY 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)

1.11 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 contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of the 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:

NONE
(c)(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 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 subcontractss 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.

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

NONE

(End of clause)

1.12 1452.233-2 SERVICE OF PROTEST JULY 1996

1452.233-2 Service of Protest:

"SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)"

and adding the following sentence to the end of the provision:

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Claims, 1849 C Street, NW, Room 6511, Washington, D.C. 20240."
SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1.1 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

1.2 EXHIBITS

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

(END OF SECTION J)
REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

copyright.
(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
(d) The Offeror’s assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government’s rights to use, release, or disclose the following technical data or computer software should be restricted:

<table>
<thead>
<tr>
<th>FAR/DFARS IP Restrictions (Technical Data and Computer Software)</th>
<th>FAR/DFARS Commercial Items IP Restrictions (Technical Data and Computer Software)</th>
</tr>
</thead>
<tbody>
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<td>FAR/DFARS IP Restrictions</td>
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<td>Far/DFARS IP Restrictions</td>
<td>Technical Data / Computer Software To be Furnished With Restrictions</td>
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<td>(Technical Data and Computer Software)</td>
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<td>Computer Software to be Furnished With Restrictions*</td>
<td>Asserted Rights Category</td>
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<td>(LIST)****</td>
<td>Name of Person Asserting Restrictions****</td>
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FAR/DFARS Commercial Items IP Restrictions (Technical Data and Computer Software)

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<th>Asserted Rights Category</th>
<th>Name of Person Asserting Restrictions</th>
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<tbody>
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<td>Decipher® Speech Recognition System</td>
<td>Commercial</td>
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<td>SRILM – SRI Language Modeling Toolkit</td>
<td>Commercial</td>
<td>Commercial Rights (<a href="http://www.speech.sri.com/projects/sril">www.speech.sri.com/projects/sril</a> m/docs/License)</td>
<td>SRI International</td>
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<tr>
<td>Algemy</td>
<td>Commercial</td>
<td>Commercial Rights (Equivalent of Unlimited Rights, with waiver of warranty and liability)</td>
<td>Bosch &amp; Volkswagen of America</td>
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<td>Matlab</td>
<td>Commercial</td>
<td>Commercial Rights (Vendor standard agreement)</td>
<td>Mathworks</td>
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<td>Technical Data / Computer Software To be Furnished With Restrictions</td>
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<td>SVMLight implementation of Support Vector Machines in C</td>
<td>Commercial Computer Software</td>
<td>Commercial Rights (Free for non-commercial use, no redistribution allowed)</td>
<td>Thorsten Joachims, Cornell University</td>
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<td>HTK Hidden Markov Model Tool-kit</td>
<td>Commercial Computer Software</td>
<td>Commercial Rights (htk.eng.cam.ac.uk/docs/license.shtml)</td>
<td>University of Cambridge</td>
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<td>Apache open source project</td>
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### REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

<table>
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<tr>
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<th>Basis for Assertion</th>
<th>Asserted Rights Category</th>
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<td>Commercial Rights</td>
<td>Carnegie Mellon University</td>
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*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date 8 June 2010
Printed Name and Title Colleen R. Ferguson, Sr. Contracts Administrator

Digitally signed by

Colleen R. Ferguson
Date: 2010.06.08
11:47:03 -07'00'

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)
The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify-

(a) The contract number under which the data or software were produced;
(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

Digitally signed by
Colleen R. Ferguson
Date: 2010.06.08
11:47:19 -07'00'

Signature
Colleen R. Ferguson

Printed Name

8 June 2010

Date
Sr. Contracts Administrator

Title
VOLUME 1: TECHNICAL PROPOSAL

BAA Number: DARPA-BAA-10-34 “RATS”

Proposal Title: SCENIC: Speech Content Extraction from Noisy Information Channels

Technical Area 1: “Algorithmic Development and Signal Processing”

Technical Point of Contact: Dr. Andreas Stolcke
Senior Research Engineer
SRI International
333 Ravenswood Avenue
Menlo Park, CA 94025;
stolcke@speech.sri.com
Ph: (650) 859-2544; Fax: (650) 859-5984

Administrative Point of Contact: Mrs. Colleen Ferguson
Senior Contracts Administrator
SRI International
333 Ravenswood Avenue
Menlo Park, CA 94025;
collen.ferguson@sri.com
Ph: (650) 859-4199; Fax: (650) 859-6171

Summary of Costs:
- Phase 1 (Base): $5,192,620
- Phase 2 (Option): $4,125,016
- Phase 3 (ROM): $3,729,881
- Total: $13,047,517

Contractor’s Reference Number: SRI Proposal ECU 10-006

Type of Business: Large, Other Nonprofit

Date Proposal Prepared: 26 March 2010

Approved by: Kristin Precoda, Director
Speech Technology & Research Laboratory
William S. Mark, Vice President
Information and Computing Sciences Division

This proposal or quotation includes data that shall not be disclosed outside of the government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoting as a result of—or in connection with—the submission of these data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government’s right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages.