AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT (Proc. Bus. Ident.) NO.
HR0011-13-C-0062

3. EFFECTIVE DATE
01 Apr 2013

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
HR001132161

5. ISSUED BY
DARPA
CMC
ATTN: MICHAEL MUTTY
675 N. RANDOLPH STREET
ARLINGTON VA 22203-2114

6. ADMINISTERED BY
DCMA BAE SYSTEMS
P.O. BOX 0888
NH325-005
NASHUA NH 03061-3858

7. NAME AND ADDRESS OF CONTRACTOR
(No., state, city, county, state and zip code)
BAE SYSTEMS INFORMATION AND ELECTRONICS"
5200 16TH ST
ARLINGTON VA 22201-3863

8. DELIVERY
[A] FOB ORIGIN
[X] OTHER
(fine below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
[ ] SAME AS APF
[ ] SPECIFIED AMOUNT

11. CODE
48752

12. PAYMENT WILL BE MADE BY
DFAS COLUMBUS CENTER
SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182254
COLUMBUS OH 43218-2254

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

[ ] 10 U.S.C. 2304(c)(X) 
[ ] 41 U.S.C. 253(g)(X)

14. ACCOUNTING AND APPROPRIATION DATA

SEE SCHEDULE

15A. ITEM NO.
15B. SUPPLIES/ SERVICES

15C. QUANTITY
15D. UNIT
15E. UNIT PRICE
15F. AMOUNT

$427,003.00

16. TABLE OF CONTENTS

PART I - THE SCHEDULE

X A SOLICITATION/ CONTRACT FORM
X B SUPPLIES OR SERVICES AND PRICES/ COSTS
X C DESCRIPTION/ SPEC/ WORK STATEMENT
X D PACKAGING AND MARKING
X E INSPECTION AND ACCEPTANCE
X F DELIVERIES OR PERFORMANCE
X G CONTRACT ADMINISTRATION DATA
X H SPECIAL CONTRACT REQUIREMENTS

PART II - CONTRACT CLAUSES

X I CONTRACT CLAUSES
X J LIST OF ATTACHMENTS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

M EVALUATION FACTORS FOR AWARD

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [ ] CONTRACTOR'S NOMINATED AGREEMENT

CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT AND AGREES TO RETURN TO CONTRACTING OFFICER.

18A. NAME AND TITLE OF SIGNER

18B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

MUTTY, MICHAEL

20C. DATE SIGNED

STANDARD FORM 26 (REV 4/2008)
Prepared by USA
FAX (48 CFR 52.214(a)
**Section B - Supplies or Services and Prices**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED COST</th>
<th>FIXED FEE</th>
<th>TOTAL EST. COST PLUS FIXED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>MEDS PROGRAM CPFF</td>
<td>(0)(4)</td>
<td></td>
<td>$427,003.00</td>
</tr>
<tr>
<td></td>
<td>BASE PERIOD - The contractor shall conduct the research for the Methods for Explosive Detection at Standoff (MEDS) Program Tasks in accordance with the Statement of Work, Attachment 1, dated February 18, 2013, and with Section C herein. Data deliverables/reports shall be provided in accordance with Section C and F herein. FOB: Destination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>000101</td>
<td>FUNDING FOR CLIN 0001 CPFF</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>FOB: Destination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PR No. HR001132181</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACRN AA</td>
<td></td>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>ITEM NO</td>
<td>SUPPLIES/SERVICES</td>
<td>ESTIMATED</td>
<td>FIXED</td>
<td>TOTAL EST.</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------</td>
<td>-----------</td>
<td>-------</td>
<td>------------</td>
</tr>
<tr>
<td>0002</td>
<td>MEDS PROGRAM</td>
<td>COST (01)</td>
<td>FEE</td>
<td>$828,559.00</td>
</tr>
</tbody>
</table>

OPTION I - The contractor shall conduct the research for the Methods for Explosive Detection at Standoff (MEDS) Program Tasks in accordance with the Statement of Work, Attachment I, dated February 18, 2013, and with Section C herein. Data deliverables/reports shall be provided in accordance with Section C and F herein. FOB: Destination
C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to perform Contract Line Items (CLIN) 0001, in accordance with the Statement of Work, Attachment 1 hereto.

(b) The Contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to perform Option 1, Contract Line Items (CLIN) 0002, if and to the extent exercised, in accordance with the Statement of Work, Attachment 1 hereto.

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

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall include an acknowledgment of the Government’s support and a disclaimer in accordance with DFARS 252.235-7010 and shall be submitted in writing, as defined in FAR 2.101, or as specified below:

(1) R&D STATUS REPORT

This brief narrative, not to exceed five pages in length, shall contain the following:

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

Note: In accordance with DFAR 252.227-7013(e) (iii) the Contractor (Prime and Subcontractor) shall notify the Government, via the Status Report, of any data deliverables which will be furnished to the Government with less than unlimited rights.
## R&D STATUS REPORT

### PROGRAM FINANCIAL STATUS

<table>
<thead>
<tr>
<th>Work Breakdown</th>
<th>Cumulative to Date</th>
<th>At Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure or Task Element</td>
<td>Planned Expend</td>
<td>Actual Expend</td>
</tr>
<tr>
<td>Subtotal:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Reserve:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unallocated Resources:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Based on currently authorized work:

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

- YES
- NO

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

$ __________

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

- YES
- NO
(2) FINAL REPORT

(a) This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. Title pages shall include a disclaimer worded substantially as follows:

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

The Final Technical Report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
Technical Results
Important Findings and Conclusions
Significant Hardware Development
Special Comments
Implications for Further Research
Standard Form 298, August 1998

(3) ALL REPORTS

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

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

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

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

(i) Sponsored by
Defense Advanced Research Projects Agency
Defense Sciences Office (DSO)
Program: Methods for Explosive Detection at Standoff (MEDS)
Purchase Request No. HR001132181, Program Code: DQ426
Issued by DARPA/CMO under Contract No. HR0011-13-C-0062

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

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."
(e) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with an appropriate Distribution Statement.

(f) Distribution Statement B applies.

"Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological Information. Other requests for this document shall be referred to DARPA Public Release Center (PRC) at PRC@darpa.mil."

Note to contractor: As dictated by DFARs Part 27, legends or notices on restricted technical or computer software need to be accurate, conspicuous, and legible. The legend must be placed on the transmittal document or storage container and on each page of the printed material. Additionally, the delivered restricted data must be highlighted, underscored, or identified with marks that separate them from the technical data or software that is being delivered to the Government without restrictive rights.
Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination.
**Section E - Inspection and Acceptance**

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>000101</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>0002</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>000101</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>0002</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**CLAUSES INCORPORATED BY REFERENCE**

- **52.246-9** Inspection Of Research And Development (Short Form) APR 1984
- **252.246-7000** Material Inspection And Receiving Report MAR 2008
Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

F-1  Term of Contract

(a) The term of the contract commences on April 1, 2013 and continues through [b](4).

(b) The period of performance for Option 1, as set forth in CLIN 0002, shall be from the effective date of the option exercise to and including [b](4) thereafter.

(c) The Recipient shall make all requests for no-cost period of performance extensions, in writing, to the Administrative Contracting Officer, no later than 30 days prior to the end of the current period of performance. The Administrative Contracting Officer is delegated authority to grant such request, via modification to the Contract, after receiving approval from the Contracting Officer’s Representative.

F-2  Reports and Other Deliverables

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Due Date (on or before)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001, 0002</td>
<td>Quarterly R&amp;D Status Report</td>
<td>15th day of the month, every 3 months from commencing date of contract</td>
</tr>
<tr>
<td>0001, 0002</td>
<td>Final Report</td>
<td>End of contract</td>
</tr>
</tbody>
</table>

F-3  Report Distribution

(a) DARPA/DSO
   Attn: Dr. Judah Goldwasser
   675 North Randolph Street
   Arlington, VA 22203-2114
   Email: Judah.Goldwasser@darpa.mil
   (one copy each report)

(b) U.S. Army Research Laboratory
   Dr. Brad E. Forch
   RDRL-WM
   Weapons & Materials Research Directorate
   Aberdeen Proving Ground, MD 21005-5066
   Email: brad.forch@us.army.mil
   (one copy each report)
F-4 Notice Regarding Late Delivery

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

ACCOUNTING AND APPROPRIATION DATA

AMOUNT: $100,000.00
CIN 000000000000000000000000000000: $100,000.00

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and


(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher
(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0338</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>HR0011</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>S3001A</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>S3001A</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>HAA651</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

brad.forch@us.army.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)
G-1 Procuring Office Representative

The Procuring Office Representative is Michael S. Mutty, 675 North Randolph Street, Arlington, VA 22203-2114.

G-2 Delegation of Authority for Contract Administration

DCMA BAE SYSTEMS, is hereby designated as the Contracting Officer’s authorized representative for administering this contract in accordance with current directives.

G-3 Contracting Officer’s Representative (COR)

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

Dr. Brad E. Forch
RDRL-WM
U.S. Army Research Laboratory
Weapons & Materials Research Directorate
Aberdeen Proving Ground, MD 21005-5066
brad.forch@us.army.mil
410-306-0929

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

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

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

   (2) Constitutes a change as defined in Section I contract clause entitled “Changes”;

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

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

G-4 252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)

The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.
G-5 Incremental Funding

This contract shall be subject to incremental funding, as indicated in the table below, which is presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor’s performance through the performance end dates indicated in the table below. Except in accordance with the Section I clause FAR 52.232-22, “Limitation of Funds,” no legal liability of the part of the Government for payment of any money in excess of funds listed in the table below shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Funding Provided to Date</th>
<th>Funding Period of Performance End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>$100,000.00</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

G-6 Payment of Cost and Fee

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

H-1 Type of Contract
This is a Cost-Plus Fixed Fee contract.

H-2 Contracting Officer
Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

H-3 Public Release or Dissemination of Information

(1) At this time, DARPA expects the work performed under this contract to be fundamental research, and it is, therefore, not subject to publication restrictions. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and requirements, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(2) Should the character of the research change during contract performance so that the research is no longer considered fundamental, the contract will be modified to impose the restrictions on public release and dissemination of information that apply to those research efforts that are not considered fundamental research.

H-4 Key Personnel

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

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

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

H-5 Restrictions on Printing

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

H-6  Invention Disclosure and Reports

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

H-7  Insurance Schedule

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

H-8  Travel

(a) University Performers: Reimbursement for travel-related expenses shall be as stipulated in OMB
Circular A-21 (2 CFR 220) as prescribed by FAR Part 31.3.

(b) Non-Profit Performers: Reimbursement for travel-related expenses shall be as stipulated in OMB
Circular A-122 (2 CFR 230) as prescribed by FAR Part 31.7

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

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

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed
to during negotiations.

(e) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at
training courses, seminars, and other meetings not directly related to contract performance if the costs for the
courses, seminars, and other meetings are charged to the contract.

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

H-9  Metric System

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

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the
best interest of the DoD to provide metric design, justification shall be provided.
(c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.

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

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

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

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

H-10 Proprietary Technical Data and Computer Software

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

H-11 Contractor Representations and Certifications

The Contractor’s Representations and Certifications dated February 11, 2013 and the Contractor’s On-Line Representations and Certifications (ORCA) are incorporated herein by reference.

H-12 Small Business Subcontracting Plan and Goals

The Contractor’s Small Business Subcontracting Plan, dated August 14, 2012, is incorporated herein and made a part of this contract by reference.

H-14 Export Control

(a) Definition. “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

1) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(f)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations,

including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);


(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);

and

(6) Executive Order 13222, as extended;

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
Section 1 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions JAN 2012
52.203-3 Gratuities APR 1984
52.203-5 Covenant Against Contingent Fees APR 1984
52.203-6 Restrictions On Subcontractor Sales To The Government SEP 2006
52.203-7 Anti-Kickback Procedures OCT 2010
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity JAN 1997
52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity JAN 1997
52.203-12 Limitation On Payments To Influence Certain Federal Transactions OCT 2010
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011
52.204-10 Reporting Executive Compensation and First-Tier Subcontractor Awards AUG 2012
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment DEC 2010
52.215-2 Audit and Records--Negotiation OCT 2010
52.215-8 Order of Precedence--Uniform Contract Format OCT 1997
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011
52.215-15 Pension Adjustments and Asset Reversions OCT 2010
52.215-16 Facilities Capital Cost of Money JUN 2003
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions JUL 2005
52.215-23 Alt I Limitations on Pass-Through Charges OCT 2009
52.216-8 Fixed Fee JUN 2011
52.219-8 Utilization of Small Business Concerns JAN 2011
52.222-3 Convict Labor JUN 2003
52.222-21 Prohibition Of Segregated Facilities FEB 1999
52.222-26 Equal Opportunity MAR 2007
52.222-35 Equal Opportunity for Veterans SEP 2010
52.222-36 Affirmative Action For Workers With Disabilities OCT 2010
52.222-37 Employment Reports on Veterans SEP 2010
52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010
52.222-50 Combating Trafficking in Persons FEB 2009
52.222-54 Employment Eligibility Verification JUL 2012
52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving AUG 2011
52.225-13 Restrictions on Certain Foreign Purchases JUN 2008
52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement DEC 2007
52.228-7 Insurance--Liability To Third Persons MAR 1996
52.230-2 Cost Accounting Standards MAY 2012
52.230-6 Administration of Cost Accounting Standards JUN 2010
52.232-9 Limitation On Withholding Of Payments APR 1984
52.232-17 Interest OCT 2010
52.232-22 Limitation Of Funds APR 1984
52.232-23 Alt I Assignment of Claims (Jan 1986) - Alternate I APR 1984
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CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor:

CLIN 0002 with

from the effective date of CLIN 0001;

provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eighteen (18) months.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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

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

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

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

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

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

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

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

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) -- ALTERNATE 1 (APR 1984)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

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

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

(End of clause)
52.244-6  SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of one than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.


(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except for small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));


(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for supplies under Contract HR0011-13-C-0062 and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for supplies under Contract HR0011-13-C-0062 and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. HR0011-13-C-0062. This may be confirmed by contacting Mr. Michael S. Mutty, Contracting Officer at (571) 218-4588 or Michael.Mutty@darpa.mil."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)
252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

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

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

(End of clause)

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 under Contract No. HR0011-13-C-0062.

(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.
Section J - List of Documents, Exhibits and Other Attachments

Attachment 1  Statement of Work – February 18, 2013
Attachment 2  Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Data
BASE PERIOD

STATEMENT OF WORK
FEBRUARY 18, 2013

BA- Microwave Assisted NQR Measurement Techniques Development

Objective: Overall experiments to demonstrate the robustness of microwave assisted NQR in free space and opaque media. Collect data with respect to various testing matrices for samples in first in waveguide form and then free space form to provide statically valid data to extract the false positive/negative ratio and determine the optimum signal conditions for MANS operation.

Approach: Perform the task in two steps

Task BAA: Microwave Assisted NQR Experiments in Free Space- Start the task by base lining the measurements in a waveguide media. Then investigate the performance parameters of MANS in free space, first in a transmission scheme, then in a stand-off backscatter scheme, as per DARPA program requirements. Signal data will also be generated with respect to distance from the sample for the free space testing.

Task BAB: Microwave Assisted NQR Experiments in Opaque Media- After obtaining the results of Task BAA and understanding the implications of stand-off, attenuation as a function of wavelength, then perform similar experiments in opaque media as outlined in the proposal. Signal data will also be generated with respect to distance from the sample for the opaque media testing.

Exit Criteria: Completed free space and opaque media setup, experimental details, and results. Completed experiments providing correlations of dual band signals to material, environmental conditions, and distance. Data Analysis of all data generated to ascertain the robustness of the approach, with a false negative/positive figure of merit.

Deliverables: Findings to be included in the final report.

Milestone 1 - MANS Experiment Results in Free Space
Milestone 2 - MANS Experiment Results in Opaque Media

C- Final Report and Demonstration of Capability

Objective: Demonstrate the capability in BAE Systems laboratory setting and then write a final report outlining all findings of the demonstration and the entire phase of the program while suggesting path forward for the next phase

Exit Criteria: Completed final report.

DELIVERABLES: One Kickoff Meeting
Four Monthly Reports
One Quarterly presentation of progress over-the-phone
One Final Report after demonstration of capability
OPTION 1

EA- Data Analysis for Chemical Data Base Creation

Objective: Develop a chemical data base to be referenced by MANS system.

Approach: Develop a chemical data base which will then be incorporated into the automated MANS. The chemical data base on discussions with the customer base for understanding different use scenarios.

Exit Criteria: Data base for chemicals.

Deliverables: Findings to be included in subsequent quarterly report

Milestone 3 - Generation of a data base of chemicals to be integrated into the automated MANS for matching purposes.

EB - Build an Integrated MANS

Objective: The objective of this task is to determine the size, weight, and power requirement of a representative system that will meet the DARPA metrics criteria and then build an integrated MANS.

Approach: Incorporate automation in the MANS unit demonstrated in Phase 1 and optimize the system dimensions based upon the data analysis of Task EA. Also incorporate a library of chemicals in the control system of MANS for matching data obtained during detection.

Exit Criteria: A MANS unit built to test.

Deliverables: Findings to be included in the subsequent quarterly report.

Milestone 4 - End of MANS build.

EC- Test an Integrated MANS

Objective: The objective of this task is to test the operational parameters of the integrated MANS and ensure that the integrated approach is functioning.

Approach: Test the automated MANS to ensure its operation and its ability to correlate the signals with the library installed in the control system; both for free space and opaque media. During this task, we will utilize the data base developed under Task EA to match/correlate chemicals detected with MANS.

Exit Criteria: Completion of the test of all parameters of the automated system as described in the technical proposal to verify the DARPA metrics.

Deliverables: Findings to be included in the subsequent quarterly report.
**Milestone 5** - False positive/negative figure of merit for the detection unit correlated to detection distance and obfuscation material.

**ED- Metrics Verification and Demonstration of the Capability**

**Objective:** The objective of this task is to verify if the BAE Systems approach meets the DARPA required metrics for the MEDS program. Demonstration at BAE Systems laboratories.

**Approach:** This task follows Task EC. Experiments will be set up as per the DARPA metrics. Data will be collected and analyzed to determine if the DARPA required metrics of detection of explosives were met with respect to the requirements established in the BAA.

**Exit Criteria:** Completed experiments and any required analysis.

Metrics Criteria Goal:
IDENTIFICATION AND ASSERTION OF RESTRICTIONS
ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF DATA

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

<table>
<thead>
<tr>
<th>Technical Data or Computer Software to be Furnished with Restrictions*</th>
<th>Basis for Assertion**</th>
<th>Asserted Rights Category***</th>
<th>Name of Person Asserting Restrictions****</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification of explosives and drugs using (b)(4)</td>
<td>Developed Exclusively at Private Expense</td>
<td>Restricted Rights</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

*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, 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.
### Amendment of Solicitation/Modification of Contract

<table>
<thead>
<tr>
<th>2. Amendment/Modification No.</th>
<th>P00001</th>
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<tbody>
<tr>
<td>3. Effective Date</td>
<td>25-Jun-2013</td>
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<tr>
<td>4. Requisition/Purchase Req. No.</td>
<td>SEE SCHEDULE</td>
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<tr>
<td>5. Project No. (If applicable)</td>
<td></td>
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<tr>
<td>6. Issued By</td>
<td>DARPA</td>
</tr>
<tr>
<td>CODE</td>
<td>HR0011</td>
</tr>
<tr>
<td>7. Administered By (If other than item 6)</td>
<td>CODE</td>
</tr>
<tr>
<td></td>
<td>(DARPA BAE SYSTEMS)</td>
</tr>
<tr>
<td></td>
<td>P.O. BOX 8086</td>
</tr>
<tr>
<td></td>
<td>NH01-555</td>
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<td></td>
<td>NASHUA NH 03061-555</td>
</tr>
<tr>
<td>8. Name and Address of Contractor</td>
<td>BAE SYSTEMS INFORMATION AND ELECTRONICS</td>
</tr>
<tr>
<td>(No., Street, County, State and Zip Code)</td>
<td>2001 N 15TH ST</td>
</tr>
<tr>
<td></td>
<td>ARLINGTON VA 22201-2683</td>
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<tr>
<td>9A. Amendment of Solicitation No.</td>
<td></td>
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<td>9B. Dated (See Item 11)</td>
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<tr>
<td>10A. Mod. of Contract/Order No.</td>
<td>HRD011-13-C-0062</td>
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<td>10B. Dated (See Item 13)</td>
<td>01-Apr-2013</td>
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<td>CODE</td>
<td>4B7S2</td>
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<td>FACILITY CODE</td>
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11. This Item Only Applies to Amendments of Solicitations

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended; the receipt of offers is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
- By completing item 8 and 15, and returning copies of the amendment;
- By acknowledging receipt of this amendment on each copy of the offer submitted;
- On or before the close of business on the date specified in the solicitation or as amended by one of the following methods:
- By acknowledgment of receipt of this amendment on each copy of the offer submitted.

12. Accounting and Appropriation Data (If required)

See Schedule

13. This Item Applies Only to Modifications of Contract/Orders.

- It modifies the Contract/Order No. as described in Item 14.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Modification Control Number: [SEEPAGE2]
- SEE PAGE 2

15A. Name and Title of Signer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16A. Name and Title of Contracting Officer (Type or print)

16B. United States of America

16C. Date Signed
The following items are applicable to this modification:

**SUMMARY OF CHANGES**

The purpose of this modification is (1) provide an increment of funds in the amount of $327,003.00 to fully fund CLIN 0001 and (2) make administrative changes to the contract. Accordingly, HR0011-13-C-0062 is changed as follows:

1. **SECTION B - SUPPLIES OR SERVICES AND PRICES**
   
   SUBCLIN 000102 is added as follows:

<table>
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<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED COST</th>
<th>FIXED FEE</th>
<th>TOTAL EST. COST PLUS FIXED FEE</th>
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<td>FUNDING FOR CLIN 0001</td>
<td>$0.00</td>
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<td></td>
<td>CPF</td>
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<td></td>
<td>FOB: Destination</td>
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<td></td>
<td>PR No. HR001134389</td>
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</table>

   ACRN AB $327,003.00

2. **SECTION G - CONTRACT ADMINISTRATION DATA**

   Accounting and Appropriation

   Summary for the Payment Office

   As a result of this modification, the total funded amount for this document was increased by $327,003.00 from $100,000.00 to $427,003.00.

   SUBCLIN 000102:
   
   Funding on SUBCLIN 000102 is initiated as follows:

   ACRN: AB

   CIN: 00000000000000000000000000000000

   Acctng Data: 21 2 2093 0000 5U 5U04 20190000 2512 81B9A6 JDJT MIPR2L10J7589 B9A681 S12193

   Increase: $327,003.00

   Total: $327,003.00
The following have been modified as highlighted in bold:

G-5 Incremental Funding

This contract is fully funded, as indicated in the table below, which is presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor’s performance through the performance end dates indicated in the table below. Except in accordance with the Section I clause FAR 52.232-22, “Limitation of Funds,” no legal liability of the part of the Government for payment of any money in excess of funds listed in the table below shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Funding Provided to Date</th>
<th>Funding Period of Performance End Date</th>
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<tbody>
<tr>
<td>0001</td>
<td>$427,003.00</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

3. SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-20 Limitation Of Cost APR 1984

The following have been deleted:

52.232-22 Limitation Of Funds APR 1984

4. All other terms and conditions of contract HR0011-13-C-0062 shall remain in full force and effect, unless otherwise stated in Modification P00001 herein.

(End of Summary of Changes)
BAE Systems, Inc.  
6315 Hillside Court  
Suite F  
Columbia, MD 21046-3230

Ref. #: DARPA-13-01-MEDS-FP-008, Microwave Assisted Nuclear Quadrupole Resonance System (MANS)

Dear

This letter is in response to the proposal referenced above, submitted in response to the Defense Advanced Research Projects Agency (DARPA) Broad Agency Announcement (BAA) 13-01, Methods for Explosive Detection at Standoff. Your submission has been reviewed by a panel of Government experts against the criteria published in the BAA. Based on that review, your proposal was found to be selectable for funding. Please be advised that this letter is not a guarantee of funding, but rather an intent to negotiate the funding of elements of WBS tasks BB and BC with a program value not to exceed $438,294.00 for the base period (FY 12); and a program value not to exceed $856,505.00 for a 9 month option period (FY 13) to integrate and deliver. You should be contacted shortly by a contracting officer to begin the negotiation process.

Thank you for your interest in working with DARPA/DSO. We look forward to an exciting partnership.

Sincerely,

[Signature]

Judah Goldwasser, Ph.D.
Program Manager
Defense Sciences Office
A Status Report Submitted to
DARPA DSO
by

BAE SYSTEMS

Contract Number HR0011-13-C-0062
Quarterly Status Report for Methods for Explosive Detection at Standoff (MEDS) Program
Report for April 1 thru July 15 2013
Distribution: Judah.Goldwasser@darpa.mil ; brad.forch@us.army.mil; ReportsDSO@darpa.mil

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

BAE Systems
(b)(3) 22 USC § 2778(e) Sec 38(e),(b)(4)