AWARD/CONTRACT

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

RATING

PAGE 1 OF PAGES 21

2. CONTRACT (Proc. Inst. Ident.) NO.
HR0011-08-C-0014

3. EFFECTIVE DATE
13 Dec 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
X144/00

5. ISSUED BY CODE HR0011
DARPA
CMO
ATTN: CHRISTOPHER GLISTA
3701 N. FAIRFAX DR
ARLINGTON VA 22203

6. ADMINISTERED BY (If other than Item 5) CODE S0514A
DCMA SAN DIEGO
7675 DAGGET STREET
SUITE 200
SAN DIEGO CA 92111-2241

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
SAIC
10260 CAMPUS POINT DRIVE
SAN DIEGO CA 92121-1578

CODE 52302 FACILITY CODE

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

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM
Section G

11. SHIP TO/MARK FOR CODE HR0011
DARPA
MR. DANIEL NEWMAN
ATTN: TACTICAL TECHNOLOGY OFFICE
3701 NORTH FAIRFAX DRIVE
ARLINGTON VA 22203-1714

12. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS COLUMBUS CENTER
WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS OH 43218-2381

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $2,311,027.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return [ ] copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
(b)(6)

20A. NAME AND TITLE OF CONTRACTING OFFICER
CHRISTOPHER L. GLISTA
TEL: (571) 218-4405 EMAIL: christopher.glista@darpa.mi

19B. NAME OF CONTRACTOR
(b)(6)
BY ____ (Signature of person authorized to sign)

19C. DATE SIGNED
13 DEC 2007

20B. UNITED STATES OF AMERICA
BY (b)(6)
(Signature of Contracting Officer)

20C. DATE SIGNED
12/13/07

Section B - Supplies or Services and Prices

CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall perform the Battlefield Helicopter Emulator (BHE) Program, Phase I in accordance with Attachment No. 1 - Statement of Work and Section C-1 of the Contract. Technical data, reports, and other deliverables shall be provided in accordance with Sections C-2, F-2, and F-3 of the Contract, and they are not separately priced.	(b)(4)	(b)(4)	$2,311,027.00
000101	Funding for CLIN 0001 AO No. X144/00 ACRN AA: $1,042,000.00			
TOTAL CONTRACT CONSIDERATION:		(b)(4)	(b)(4)	**$2,311,027.00**

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the Statement of Work entitled, "Battlefield Helicopter Emulator (BHE) Program, Phase I." A copy of the Statement of Work is incorporated into the Contract as Attachment No. 1.

C-2 Reports and Other Deliverables

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

(1) 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:

R&D STATUS REPORT
PROGRAM FINANCIAL STATUS

Work Breakdown			Cumulative to Date		At Completion	
Structure or Task Element	Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate	Remarks
Subtotal:						
Management Reserve:						
Or Unallocated Resources:						
TOTAL:						

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

Based on currently authorized work:

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

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

Have you included in the report narrative any explanation of the above data and are they cross-referenced?
YES NO

(2) FINAL REPORT. This report shall document the results of the complete effort and should be delivered at the completion of the Contract. If the Government chooses to exercise the options (if applicable) 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) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES. The Contractor shall, as applicable, deliver those data items identified in Attachment No. 1 - Statement of Work. The Contractor shall adhere to the schedule, as applicable, in the Statement of Work. Briefing materials (hard and softcopy) for all technical reviews and presentations shall be provided to the Government in the Contractor's format.

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

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

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

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

Sponsored by
Defense Advanced Research Projects Agency
Tactical Technology Office (TTO)
Program: Battlefield Helicopter Emulator (BHE) Program
Issued by DARPA/CMO under Contract No. HR0011-08-C-0014

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

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

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

(4) 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 Technical Information Office via email at tio@darpa.mil.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report *(Note: Material Inspection and Receiving Reports will only be required for the final report for the Basic Contract.)*	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-1 Inspection and Acceptance

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

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

The term of the Contract commences on December 13, 2007 and continues through December 12, 2008.

F-2 Reports and Other Deliverables

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:

Description	Due Date
R&D Status Report	On a monthly basis. Due ten (10) days after the end of the reporting month.
Final Report	Upon completion of the Contract.
Additional Miscellaneous Data Deliverables	Reference to Attachment No. 1 - Statement of Work

F-3 Report Distribution

(a) DARPA/TTO
ATTN: Daniel Newman, Program Manager
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: daniel.newman@darpa.mil
(one copy of all reports and deliverables)

(b) DARPA/TTO
ATTN: Jeffrey Smith, Assistant Director, Program Management
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: adpm-tto@darpa.mil
(one copy of the R&D Status Reports and Final Report)

(c) NASA Ames Research Center
Flight Vehicle Research and Technology Division
ATTN: William Warmbrodt, COR
Mail Stop: 243-12
Moffett Field, CA 94035-1000
Email: william.warmbrodt@nasa.gov
(one copy of the R&D Status Reports and Final Report)

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

(e) DARPA/CMO
ATTN: Christopher L. Glista, Contracting Officer
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: reportscg@darpa.mil
(one copy of the R&D Status Reports and Final Report)

(f) Defense Technical Information Center

(1) Email: TR@dtic.mil
(one electronic copy of the Final Report, if unclassified)
OR
(2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Report, if unclassified)

Note 1: (a) through (e) - submission of unclassified materials only. Submission of classified materials shall be coordinated through DARPA SID and/or Daniel Newman, DARPA/TTO, in accordance with the attached DD Form 254.

Note 2: For the Final Technical Report, the Contractor must also comply with the distribution requirements of DFARS 252.235-7011, as applicable.

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

ACRN AA 9770400 1320 X144 P7G10 2525 DPAC 7 5347 S12136 62702E $1,042,000.00
(ARPA Order No. X144/00)

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

The Procuring Office Representative is Christopher L. Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, and email: christopher.glista@darpa.mil.

G-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.

G-3 Electronic Submission of Payment Requests

The Contractor shall contact the contract administration office at DCMA to establish an electronic payment process for this Contract. The contract administration office is located at DCMA San Diego, 7675 Dagget Street, Suite 200, San Diego, CA 92111-2241, ATTN: William Johnson, ACO, telephone: (858) 495-7409, and email address: william.johnson@dcma.mil.

G-4 Delegation of Authority for Contract Administration

DCMA San Diego is hereby designated as the Contracting Officer's authorized representative for administering this Contract in accordance with current directives.

G-5 Contracting Officer's Representative (COR)

(a) Performance of work under this Contract shall be subject to the technical direction of William Warmbrodt/NASA Ames Research Center; telephone: (650) 604-5642, and email: william.warmbrodt@nasa.gov. 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.

(c) A copy of the COR designation memorandum is attached hereto as Attachment No. 2.

G-6 Payment Instructions for Multiple Accounting Classification Citations

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

G-7 Incremental Funding

The Contract shall be subject to incremental funding with $1,042,000.00 presently made available for performance under the Contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through May 31, 2008. 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 $1,042,000.00 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to the Contract.

G-8 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, completion contract.

H-2 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this Contract or contained in the reports to be furnished pursuant to this Contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and Contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

H-3 Key Personnel

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

(b)(4)

(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-4 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this Contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of

related illustrative materials if required as part of this Contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the Contract.

H-5 Invention Disclosure and Reports

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

H-6 Contractor Representations and Certifications

The Contractor's Representations and Certifications dated November 6, 2007 and the Contractor's Online Representations and Certifications (ORCA) with certification validity from July 31, 2007 through July 31, 2008 are incorporated herein by reference.

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

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

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

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

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

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 Consent to Subcontract

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

Subcontractor	Estimated Cost
(b)(4)	(b)(4)

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in paragraph (a) above.

H-11 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. None of such data and/or software is identified at time of the Contract award.

H-12 Small Business Subcontracting Plan and Goals

The Contractor's Individual Subcontracting Plan, dated November 5, 2007 and the Master Subcontracting Plan are incorporated herein and made a part of this Contract by reference.

H-13 Export Control Clause

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

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

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

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

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

H-14 Military Security Classification

Military security requirements in the performance of the Contract shall be maintained in accordance with the DD Form 254, Contract Security Classification Specification, contained in Section J, Attachment No. 3.

H-15 Invention Disclosures and Reports

All written communications required by DFARS clause 252.227-7038, "Patent Rights - Ownership by the Contractor (Large Business) (NOV 2007), shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website (https://s-edison.info.nih.gov/iEdison/).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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	JUL 1995
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	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
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
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-2	Payment For Overtime Premiums	JUL 1990
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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2005
252.211-7007	Item Unique Identification of Government Property	SEP 2007
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	APR 2007
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995

252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights - Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Remarks:

At FAR 52.222-2, insert the word, "zero," in spaces marked with an asterisk (*)

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).

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 the authorized contract supplies 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 the authorized contract supplies 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. HR0011-08-C-0014. This may be confirmed by contacting Christopher L. Glista at telephone no. (571) 218-4405."

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): www.arnet.gov/far

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

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.

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that--

(1) Will be or has been performed outside the United States;

(2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if--

(1) A foreign place of performance is the principal place of performance of the contract; and

(2) The Contractor specified the foreign place of performance in its offer.

(d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.

(e) Report format. The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm.

(f) Subcontracts. The Contractor--

(1) Shall include the substance of this clause in all first-tier subcontracts exceeding $550,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;

(2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and

(3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this 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. HR0011-08-C-0014.

(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 Defense Advanced Research Projects Agency.

Section J - List of Documents, Exhibits and Other Attachments

Attachment No. 1 - Statement of Work for Battlefield Helicopter Emulator (BHE) Program, Phase I (1 page)

Attachment No. 2 - Contracting Officer's Representative Designation Memorandum (3 pages)

Attachment No. 3 - Contract Security Classification Specification, DD Form 254, dated December 10 (4 pages)

STATEMENT OF WORK
FOR
BATTLEFIELD HELICOPTER EMULATOR (BHE) PROGRAM, PHASE I

Phase I will have a main objective of tower-based CDSG and IRE systems demonstration, which will be accomplished through five major tasks:

Task 1 - System Design

- The Contractor will define detailed technical requirements that the IRE and CDSG will need to achieve to defeat AHM and MANPADS.
- The Contractor will define technical requirements for defined SOCOM missions.
- The Contractor will document requirements and Phase I design for the CDSG and IRE system and hold a preliminary design review.
- The Contractor will design flight-weight Phase II CDSG and IRE systems.

Task 2 - CDSG Development

- The Contractor will build a Phase I CDSG system.
- THE CONTRACTOR will test the Phase I CDSG system in its own facilities, document the test results, and submit a test report to DARPA.

Task 3 - IRE Development

- The Contractor will build a Phase I IRE system.
- The Contractor will test the Phase I IRE system in its own facilities, document the test results, and submit a test report to DARPA.

Task 4 - Field Test

- The Contractor will develop a test plan for an out-door test of the CDSG and IRE systems and deliver a test plan to DARPA for approval.
- The Contractor will develop control and measurement systems to conduct a ground test at a government facility.
- The Contractor will perform the planned CDSG and IRE systems tests at a DARPA-provided government facility and submit test results in a report to DARPA.

Task 5 - Program Management

- The Contractor will attend/present at kickoff meeting.
- The Contractor will attend quarterly principal investigator meetings.
- The Contractor will deliver monthly reports detailing technical, schedule, and financial status.
- The Contractor will deliver a Phase I final report.

~ End ~

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

FROM: DARPA, Contracts Management Office

TO: William Warmbrodt, Chief of Aero-Mechanics Branch, Flight Vehicle Research and Technology Division, Mail Stop 243-12, NASA Ames Research Center Moffett Field, CA 94035-1000 (Email: william.warmbrodt@nasa.gov)

SUBJECT: Appointment as Contracting Officer's Representative (COR)

1. You are hereby appointed as the Contracting Officer's Representative for:

   Contract Number: HR0011-08-C-0014
   Contractor: Science Applications International Corporation (SAIC)
   Program Description: Battlefield Helicopter Emulator (BHE) Program

2. This appointment authorizes and designates you to perform the following duties and/or responsibilities as specified herein:

   a. Furnish plans, schedules, specifications, descriptions, and other documents to the contractor as required by the contract.

   b. Assist the contractor in interpreting technical aspects of the contract specifications/statement of work. Differences of opinion and interpretations which could affect the terms and conditions of the contract will be referred to the contracting officer for resolution.

   c. Provide Government recommendations/approvals to the contractor promptly in all cases where the contract calls for technical approval.

   d. Observe, monitor, and assess the contractor's performance under the terms of the contract. This includes reporting promptly to the contracting officer any failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance.

3. In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer or the Contract Administrator/Specialist immediately when you are unable to perform these duties.

4. In your dealings with the contractor you must not give technical direction as though the contractor's employees are Government employees. You must maintain a formal, arms-length relationship with the contractor in order to avoid even an appearance that the contract is one for personal services. If the contractor's performance takes place in a Government facility, then to the maximum extent practicable, the contractor's work area should be physically separated from areas in which Government employees work, and communication with the contractor's employees on contractual matters should be only through that contractor employee(s) designated by the contractor to supervise them. You must not give any direction to the contractor that is not authorized by the statement of work because it is not the intent of the Government that a contractor be required to do anything that is not included in the contract.

5. You are responsible for providing prompt notification to the contracting officer any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.

6. You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule or any other terms and conditions of the basic contract, or to direct the accomplishment of effort which would exceed the scope of the basic contract. You must be especially cautious in providing interpretation of the specifications/ statement of work. The agreement reached or technical direction given must be formalized in writing with copies to the contracting officer. You shall also inform the contractor that if he believes that the COR's interpretation is erroneous, the contractor must notify the contracting officer in writing concerning the details of his position.

7. Specific duties in addition to those above are as follows:

   a. Control all government technical interfaces with the contractor.

   b. Ensure that copies of government technical correspondence are forwarded to the contracting officer for placement in the contract file.

   c. Promptly furnish documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the contracting officer for appropriate action.

   d. Review and, if required (i.e., Fixed Price Payments), accept invoices submitted through WAWF as stipulated in Section G of the Contract.

   e. Provide required review of Patent/Invention Disclosures made in I-Edison (http://www.iedison.gov).

   f. The COR must maintain a separate file for each contract for which he/she acts as COR. The file should serve as a repository and record of all documents and communications between the contractor and the COR. At a minimum, the file must

include a copy of the contract and all modifications as well as the COR appointment letter. Examples of other file documentation may include:

- Reports required per the contract, e.g. interim and final technical or patent reports
- Memoranda for Record documenting important contract discussions
- Records of formal meetings, e.g. post award conference, program reviews, etc.

g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.

8. If this is your first appointment as a COR or if you have not performed COR duties within the last two years, and in order to comply with DFARS 201.6-2, you must complete COR training immediately so that you can properly execute your responsibilities under this contract. A good source of COR training is available via a web-based module, CLC 106, "Contracting Officer Representative with a Mission Focus" at www.dau.mil.

9. Your appointment as COR for this effort expires upon final disposition of the contract.

10. Your good judgment in performing your duties under the contract will have an important effect on the value of the performance obtained by the Government.

(b)(6)

Christopher L. Glista
Contracting Officer

11/6/07
Date

W. W. Brodt
William Warmbrodt
Contracting Officer's Representative

11-6-07
Date

DD FORM 254

PAGES 26 - 29

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(7)(E)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	23-Jan-2008	SEE SCHEDULE	

6. ISSUED BY CODE HR0011

DARPA
CMO
ATTN: CHRISTOPHER GLISTA
3701 N. FAIRFAX DR.
ARLINGTON VA 22203

7. ADMINISTERED BY (If other than item 6) CODE S0514A

DCMA SAN DIEGO
7675 DAGGET STREET
SUITE 200
SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

SAIC
10260 CAMPUS POINT DRIVE
SAN DIEGO CA 92121-1578

CODE 52302 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-08-C-0014
X	10B. DATED (SEE ITEM 13) 13-Dec-2007

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 Offer ☐ is extended, ☐ 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: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

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

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

Modification Control Number: wsellers08318

See Summary of Changes

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRIS GLISTA / TEL: 571-218-4405 EMAIL: christopher.glista@darpa.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 25-Jan-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to add incremental funding in the amount of $1,134,000.00. Accordingly, make the following revisions to the contract:

1. Add SUBCLIN 000102, Funding for CLIN 0001, in the amount of $1,134,000.00
2. The total funded amount of this contract has increased by $1,134,000.00 from $1,042,000.00 to $2,176,000.00.

The changes are incorporated as follows:

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	
000102	Funding for CLIN 0001 AO No. X144/01	
	ACRN AB	$1,134,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

G-7 Incremental Funding

The Contract shall be subject to incremental funding with **$2,176,000.00** presently made available for performance under the Contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through May 31, 2008. 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 **$2,176,000.00** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to the Contract.

Accounting and Appropriation

Summary for the Payment Office:

As a result of this modification, the total funded amount for this document was increased by **$1,134,000.00** from **$1,042,000.00** to **$2,176,000.00**.

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

ACRN: AB

Acctng Data: 9780400 1320 X144 P8G10 2525 DPAC 8 5080 S12136 62702E

Increase: $1,134,000.00

Total: $1,134,000.00

(End of Summary of Changes)