Grant No.: HR0011-08-1-0019
ARPA Order No.: X206/00
Effective Date: February 25, 2008
DARPA's CFDA Number: 12.910
DODDAC: HR0011

Grantor: Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
(Attn: Thomas E. Lyon, (703) 526-4107, thomas.lyon@darpa.mill)

Grantee: University of Utah
Office of Sponsored Projects
75 South 200 East
Salt Lake City, UT 84112 - 8930
(Attn: Laurel Duncan, (801)581-3006, laurel.duncan@osp.utah.edu)

Grantee Identification Numbers/Codes:

DUNS: (b)(4)
CAGE:
TIN:

Total Grant Amount: $98,056

Accounting and Appropriation Data:

CLIN	ACRN	FUND CITE	AMOUNT
0001	AA	9770400 1320 X206 P7D10 2525 DPAC 7 5380 S12136 61101E	$98,056

[AWARD SUBJECT TO ELECTRONIC FUNDS TRANSFER (EFT) REQUIREMENT]

Authority: This Grant is issued pursuant to the authority of 10 U.S.C. § 2358

GRANT SCHEDULE

1. Purpose: The CS Study Group program mines the computer science academic community for ideas that can revolutionize Department of Defense (DoD) technology capabilities. The program educates and aligns a new generation of researchers with the needs and priorities of the DoD, and enables the transition of innovative ideas and applications by promoting joint university/industry/government projects.

2. Term: The term of this Grant commences on 25 February 2008 and continues until 24 February 2009.

3. Terms and Conditions: This Grant is subject to the terms and conditions set forth in the attached Exhibit A, entitled "DARPA Grant General Terms and Conditions (July 2007)," and to any special terms and conditions in this Grant Schedule.

4. Grants Officer's Representative: The Grants Officer's Representative (GOR) representing the Government under this Grant is as follows:

National Science Foundation
Attn: Dr. Tomek Bartoszynski
4201 Wilson Blvd.
Arlington, VA 22230
Phone: (703) 292-4885
Fax: (703)-292-9032
Email: tbartosz@nsf.gov

5. Administrative Grants Office: The Administrative Grants Office and Administrative Grants Officer (AGO) for this Grant are as follows:

Office of Naval Research
Seattle Regional Office
1107 NE 45TH Street, STE 350
Seattle, WA 98105-4631
(206) 548-7234

6. Principal Investigator: The Principal Investigator, Steve Parker, shall be responsible for this effort. The Grantee agrees to notify the Grantor before changing the Principal Investigator.

7. Grant Funding: This Grant is fully funded in the amount of $98,056. The Government's obligation to make payments to the Grantee is limited to only those funds obligated by this Grant or by modification to this Grant. The Grantee shall notify the AGO and Grants Officer in writing promptly whenever the total Grant amount is expected to exceed the needs of the Grantee for the project period by more than 5% of the award. This notification shall not be required if an application for additional funding is submitted for a continuation award.

8. Payments: Payments will be made to the Grantee on a reimbursement basis and shall be made by electronic funds transfer in accordance with the account information provided to the Central Contractor Registration.

FOR THE UNIVERSITY OF UTAH

(Signature)

(Name, Title) (Date)

FOR THE UNITED STATES OF AMERICA, DEFENSE ADVANCE RESEARCH PROJECTS AGENCY

Thomas E. Lyon
Grants Officer
Contracts Management Office

Date

EXHIBIT A:
July 2007

DARPA GRANT GENERAL TERMS AND CONDITIONS FOR EDUCATIONAL INSTITUTIONS AND NONPROFIT ORGANIZATIONS

ARTICLE

1. Federal Requirements
2. Order of Precedence
3. Research Responsibility
4. Amendment of Grant
5. Standards for Financial Management Systems
6. Payments
7. Administration and Cost Principles
8. Program Income
9. Prior Approvals
10. Audit and Access to Records
11. Procurement
12. Subawards and Contracts/Subcontracts
13. Property
14. Reports and Report Distribution
15. Termination and Enforcement
16. Disputes, Claims, and Appeals
17. After-the-Award Requirements
18. Principal Investigator
19. Nondiscrimination
20. Live Organisms
21. Clean Air and Water
22. Officials Not to Benefit
23. Transportation Preferences
24. Military Recruiting on Campus
25. Freedom of Information Act (FOIA) Access to Researcher's Data
26. Paperwork Reduction Act
27. Metric System
28. Resource Conservation and Recovery Act
29. Restrictions on Printing
30. Publications
31. Acknowledgment of Sponsorship
32. Information Technology
33. Patent Rights
34. Rights in Technical Data, Computer Software, and Copyright
35. Research Involving Recombinant DNA Molecules
36. Activities Abroad
37. Drug-Free Requirements
38. National Historic Preservation
39. Security
40. Debarment and Suspension

1. Federal Requirements: This Grant is subject to the laws and regulations of the United States. If any statute expressly prescribes policies or specific requirements that differ from the requirements, standards, provisions, or terms and conditions of this Grant, the provisions of the statute shall govern.

2. Order of Precedence: Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:

(a) The Grant Schedule

(b) These Terms and Conditions

3. Research Responsibility:

(a) The Grantee has full responsibility for the conduct of the research activity supported by this Grant, in accordance with the Grantee's proposal, and the terms and conditions specified in this Grant. Grantees are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads which may appear during the development of the research. However, they must consult the Grants Officer's Representative (GOR) through the Administrative Grants Officer (AGO) before significantly deviating from the objectives or overall program of the research originally proposed.

(b) The Grantee shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

4. Amendment of Grant: The only method by which this Grant can be amended is by a formal, written amendment signed by either the Grants Officer or the AGO. No other communications, whether oral or in writing, are valid.

5. Standards for Financial Management Systems: The Grantee's financial management system shall comply with the standards set forth in DoDGARs §32.21.

6. Payments

(a) Reimbursement Payment Method. Upon acceptance of the terms and conditions of this Grant and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," (original + 2 copies) by the Grantee to the AGO, the Grantee shall be entitled to monthly payments made on a reimbursement basis. The AGO will certify the SF 270 for payment and transmit it to the Defense Finance and Accounting Services Vendor Pay, 8899 East 56th Street, Indianapolis, IN 46249-1500.

(b) Advance Payment Method.

(1) Upon acceptance of the terms and conditions of this Grant and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," by the Grantee to the AGO, the Grantee shall be entitled to an initial advance payment covering work to be performed during the first three months of the Grant (and any preaward costs as applicable). Subsequent quarterly payments will be initiated upon receipt of the Grantee's SF 270 (original + 2 copies) by the AGO who will certify and transmit it for payment to: the Defense Finance and Accounting Services, Vendor Pay Office, 8899 East 56th Street, Indianapolis, IN 46249-1500.

(2) Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the Grantee's actual, immediate cash requirements in carrying out the purpose of the Grant. The timing and amount of cash advances shall be as close as is administratively feasible to the Grantee's actual disbursements for direct program costs and the proportionate share of any allowable indirect costs.

(3) Interest. The Grantee shall maintain grant funds in interest bearing accounts. Use of women-owned and minority-owned banks is encouraged. Interest earned on grant funds shall be remitted annually to the Department of Health and Human Services, Division of Payment Management, P. O. Box 6021, Rockville, MD 20852. Interest should be remitted to HHS through an electronic medium such as the FEDWIR Deposit System. A copy of each remittance shall be forwarded to the AGO. Interest amounts up to $250.00 per year may be retained by the Grantee for administrative expenses.

(c) AGO Certification. The AGO shall not certify the Grantee's request for additional cash payments until the Grantee has first disbursed any funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds.

(d) The Government shall use electronic methods to receive the Grantee's requests for payment and to transmit authorizations for payment to the DoD payment office.

(e) Liquidation. The Grantee shall liquidate all obligations incurred under the Grant not later than 90 days after the date of completion. The Grantee shall promptly refund any balances of unobligated cash that the Government has advanced or paid and that is not authorized to be retained by the Grantee for use in other projects. The Administrative Grants Officer is authorized to make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

7. Administration and Cost Principles: Applicable to this Grant, and incorporated herein by reference, are the requirements, standards, and provisions of the appropriate Department of Defense Grant and Agreement Regulations (DoDGARs) and OMB Circulars and attachments thereto, as revised as of the effective date of this Grant, listed below. For purposes of this paragraph, the term "appropriate" is determined by the organizational nature of the Grantee (educational institution, nonprofit organization, state or local government).

(a) 32 CFR part 22, "DoD Grants and Agreements – Award and Administration"

(b) 32 CFR part 32, "Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

(c) 32 CFR part 33, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(d) A-21, "Cost Principles for Educational Institutions"

(e) A-87, "Cost Principles for State, Local and Indian Tribal Governments"

(f) A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments"

(g) A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"

(h) A-122, "Cost Principles for Non-profit Organizations"

(i) A-133, "Audits of States, Local Governments, and Non-Profit Organizations"

8. Program Income: Pursuant to DoDGARs §32.24(b)(3), program income earned during the project period shall be retained by the Grantee and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Government's share of costs is based.

9. Prior Approvals:

(a) All prior approvals required by DoDGARs §32.25 are waived hereby except for the following, which shall be requested from the AGO:

(1) Change of scope or objectives as required by Article 3 of the Terms and Conditions entitled "Research Responsibility."

(2) Change of key personnel as required by Article 18 of the Terms and Conditions entitled "Principal Investigator."

(3) Extension of the expiration period of this Grant.

(4) The need for additional Federal funding.

(5) Inclusion of costs that require prior approval in accordance with OMB Circular A-21, OMB Circular A-122, Appendix E to 45 CFR part 74, or 48 CFR part 31, as applicable.

(6) The subaward, transfer, or contracting out of any work under this award, unless described in the Grantee's proposal and specifically approved and funded in the Grant Schedule. The Grantee's request for approval shall include the following supporting data:

(i) Basis for contractor selection;

(ii) Justification for lack of competition when competitive bids or offers are not obtained;

(iii) Basis for award cost or price, to include price or cost analysis performed by the Grantee; and

(iv) Approval of the GOR.

(b) Preaward Costs

(1) Grantees may incur preaward costs of up to ninety (90) days prior to the effective date of the Grant award.

(2) Preaward costs as incurred by the Grantee must be necessary for the effective and economical conduct of the project and the costs must be otherwise allowable in accordance with the appropriate cost principles.

(3) Any preaward costs are made at the Grantee's risk. The incurring of preaward costs by the Grantee does not impose any obligation on the Government, in the absence of appropriations, if an award is not subsequently made or if an award is made for a lesser amount than the Grantee expected.

(c) Unexpended Balances - In the absence of any specific notice to the contrary, Grantees are authorized to carry forward unexpended balances to subsequent funding periods.

10. Audit and Access to Records: The Grantee and its subrecipients shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133.

The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Grantee, as they determine, to ensure full accountability for federal funds. Audit requirements shall be as set forth in OMB Circular A-133.

11. Procurement: The Grantee's systems for acquiring goods and services under this Grant shall comply with DoDGARS §32.40 through §32.49. All contracts awarded by a Grantee, including those for amounts less than the simplified acquisition threshold, shall contain the provisions set forth in Appendix A to Part 32 of the DoDGARs, as applicable.

12. Subawards and Contracts/Subcontracts:

(a) The applicable Federal cost principles for subawards and contracts/subcontracts under this Grant shall be those otherwise applicable to the type of organization receiving the subaward, contract or subcontract. In addition to OMB Circular A-21, the other applicable cost principles are:

(i) OMB Circular A-122, applicable to other nonprofit organizations, except those specifically exempted by the circular.

(ii) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR 31.2), applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.

(iii) OMB Circular A-87 (34 CFR 255), for state, local and Indian Tribal governments.

(iv) 45 CFR 74, Appendix E, for hospitals.

(b) The use of Federal funds provided by this Grant for payment of fee or profit under a "subaward," as defined in DoDGARs 22.105, is not allowable. The term "subaward" does not include the recipient's procurement of goods and services needed to carry out the program.

13. Property:

(a) Title to all nonexpendable and expendable tangible personal property purchased by the Grantee with grant funds shall be deemed to have vested in the Grantee upon purchase, unless stated otherwise in this Grant Schedule, in accordance with the provisions of Office of Management and Budget (OMB) Circular A-110, without further obligation to the Government. This property shall be used for the conduct of basic and applied research, unless stated otherwise in this Grant schedule. Title to any federally-owned property remains vested in the Government. No real property may be acquired with Federal funds provided under this Grant.

(b) The Grantee shall manage property in accordance with DoDGARs §32.30 through §32.37. As part of the grant closeout process, the Grantee shall account for any real and personal property acquired with Federal funds or received from the Federal Government.

14. Reports and Reports Distribution: Reports shall be furnished as specified below:

(a) Report Types.

(1) Quarterly R&D Status Report - This report, due 30 days after the reporting period, shall keep the Government informed of Grantee activity and progress toward accomplishment of Grant objectives and advancement in state-of-the-art on the research and development involved. This report should include the following:

(i) Programmatic

- Attendance/participation in sessions and meetings
- Involvement in activities that are related to, but not specific to, the proposed work.

(ii) Technical

- Description of technical performance, including pertinent data, in sufficient detail to explain and significant results achieved.
- Problems encountered, and proposed corrective action.
- Differences between planned and actual progress, why the differences have occurred, and what corrective steps are planned.
- Preliminary conclusions resulting from analysis and scientific evaluation of data accumulated to date under the project.
- Information on the work planned for the next reporting period.

(iii) Funding

- Incurred expenses
- Incurred expenses as % of obligated funding
- Any issues relating to actual vs budgeted amounts

(iv) Issues or Concerns

(2) Final Technical Report/ Financial Status - This report, due 90 days after expiration or termination of the Grant, shall document the results of the complete effort. It shall contain brief information on each of the following listed below. The final financial status report shall be submitted on a Standard Form 269 or 269A. The report shall be on a cash or accrual basis, depending on how the Grantee's accounting records are normally kept.

(i) A comparison of actual accomplishments with the goals and objectives established for the grant, the findings of the investigator, or both.

(ii) Reasons why established goals were not met, if appropriate.

(iii) Other pertinent information.

(b) Report Distribution. All reports are to be distributed as listed below.

Addresses	Report Types [14.(a)]
Grants Officer's Representative tbartosz@nsf.gov	1, 2
DARPA Program Manager Benjamin.mann@darpa.mil	1, 2
Administrative Grants Officer (Forward one (1) hard copy to the address listed at section 5 of the Grant)	1, 2
DARPA/Technical Information Library library@darpa.mil	2
Defense Technical Information Center ATTN: DTIC-O 8725 John J. Kingman Road Ft. Belvoir, VA 22060-6218 or TR@dtic.mil (one electronic copy of the Final Technical Report, if unclassified)	2
DARPA Grants Officer ReportsDSO@darpa.mil	1, 2

15. Termination and Enforcement:

(a) Termination. Pursuant to DoDGARs §32.61, this Grant may be terminated, in whole or in part, by the Grants Officer if the Grantee materially fails to comply with these terms and conditions or with the consent of the Grantee. The Grantee may terminate the Grant upon sending written notification to the Grants Officer as set forth in DoDGARs §32.61(3).

(b) Enforcement. If the Grantee fails to materially comply with these terms and conditions, the Grants Officer may impose special conditions as outlined in DoDGARs §32.14 or take the appropriate action as listed at DoDGARs §32.62(a)(1) – (5).

16. Disputes, Claims, and Appeals:

(a) Disputes and Claims. The Grantee may submit a claim arising out of or relating to the Grant by submitting the claim in writing to the Grants Officer for decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim. Within 60 calendar days, the Grants Officer shall, pursuant to DoDGARs §22.815(d), either prepare a written decision or notify the Grantee of a specific date when a decision will be rendered. The decision of the Grants Officer shall be final unless the Grantee decides to appeal.

(b) Appeals. The Grantee, under DoDGARs §22.815(e), may appeal the Grants Officer decision by filing a written notice of appeal to the Grant Appeal Authority and the Grants Officer within 90 days of receiving the decision. The Grant Appeal Authority shall decide the appeal based solely on the written record unless the Grant Appeal Authority decides to conduct a fact-finding procedure or an oral hearing on the appeal.

17. After-the-Award Requirements: Closeout, subsequent adjustments, continuing responsibilities and collection of amounts due are subject to the requirements in DoDGARs §32.71 through §32.73.

18. Principal Investigator: Support for the project may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this Grant. If the approved PI (1) severs his or her connection with the Grantee, or (2) otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), then the Grantee must either:

(a) appoint a replacement PI with the approval of the GOR, or

(b) relinquish the Grant, in which case the Grant shall be terminated in accordance with DoDGARs §32.61 entitled "Termination".

19. Nondiscrimination: The Grantee assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d, et seq.) as implemented by DoD regulations at 32 CFR part 195. Said Act, as amended, and regulations are incorporated in this Grant by reference.

(b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.) (Educational institutions only). Said Amendments are incorporated in this Grant by reference.

(c) Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90. Said Act and amendments are incorporated in this Grant by reference.

(d) Rehabilitation Act of 1973 (29 U.S.C. 794) as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

20. Live Organisms:

(a) Human Subjects. Grant funds may NOT be used for research that uses uninformed or nonvoluntary humans as experimental subjects. The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this Grant. The Grantee agrees to comply with the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 implemented by the Department of Defense at 32 CFR part 219.

(b) Animal Welfare. Any Grantee performing research, experimentation, or testing involving the use of animals shall comply with the rules on animal acquisition, transport, care, handling, and use in : (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131-2159); and (ii) the guidelines described in National Institutes of Health Publication No. 86-23, "Guide for the Care and Use of Laboratory Animals."

21. Clean Air and Water: If the amount of the Grant exceeds $100,000, the Grantee assures that it will comply with the applicable provisions of the Clean Air Act (42 U.S.C. 7401 et seq.), as amended and the Clean Water Act (33 U.S.C. 1251 et seq.), as implemented by Executive Order No. 11738 (3 CFR, 1971-1975 Comp. P. 799), and the related regulations of the Environmental Protection Agency (EPA) (40 CFR part 15). Said regulations, Executive Order, and Acts are incorporated in this Grant by reference.

The Grantee further agrees that it will not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list. If, in performing this award, the Grantee intends to use a facility that is on the List of Violating Facilities or that the Grantee knows has been recommended to be placed on the List of Violating Facilities, the Grantee shall notify DARPA.

22. Officials Not to Benefit: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

23. Transportation Preferences:

(a) U.S. Flag Carriers. Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General's Decision B-138942. Such Act and guidelines are incorporated in this Grant by reference.

(b) Cargo Preference. The Grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7 which require that at least 50 percent of equipment, materials, or commodities procure or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

24. Reserve Officer Training Corps and Military Recruiting on Campus (Universities Only):

As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR 216) that has a policy or practice that prohibits or, in effect, prevents ROTC or military recruiting on campus, as described in DFARS 252.209-7005(b). If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this clause, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

25. Freedom of Information Act (FOIA) Access to Researcher's Data: Upon DARPA's request, pursuant to DoDGARs §32.36(d), the Grantee shall provide, within a reasonable time, research data as defined in DoDGARs §32.3(d)(2)(i).

26. Paperwork Reduction Act: This Grant shall be subject to the Paperwork Reduction Act of 1995 (44 U.S.C. 3500, et seq.) only under either of the following circumstances:

(a) The Government specifically requests the Grantee to collect information using forms, schedules, questionnaires, or other methods calling for answers to:

(1) Identical questions from ten or more persons other than agencies, instrumentalities, or employees of the United States; or

(2) Questions from agencies, instrumentalities, or employees of the United States which are to be used for statistical compilations of general public interest.

(b) The terms and conditions of this Grant require specific approval by the Government of such information collection or the collection procedures.

27. Metric System: The Grantee shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Grant and in measurement-sensitive outputs of this Grant.

28. Resource Conservation and Recovery Act: In accordance with the Resource Conservation and Recovery Act (section 6002, Pub. L. 94-580, 42 U.S.C. 6962), State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the guidelines developed by the Environmental Protection Agency.

29. Restrictions on Printing: Unless otherwise authorized in writing by the AGO, reports, data, or other written material produced using funds provided by this Grant 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 a part of this Grant, or incidental printing such as forms or materials necessary to be used by the Grantee to respond to the terms of the Grant. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph.

In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Grantee is encouraged to submit paper documents, such as letters or reports, that are printed/copied double-sided on recycled paper that has at least 30 percent postconsumer material.

30. Publication: Publication of results of the research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper planned for publication shall be submitted to the GOR simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the GOR.

31. Acknowledgment of Sponsorship:

(a) The Grantee agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not necessarily reflect the position or the policy of the Government, and (3) no official endorsement should be inferred.

(b) For the purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

(c) Nothing in the foregoing shall affect compliance with the requirements of the clause entitled "Security."

32. Information Technology: All Information Technology (IT) under this Grant shall be "year 2000 compliant".

IT, as used in this part, means all computer related hardware and/or software purchased and/or developed under this Grant.

"Year 2000 compliant", as used in this part, means, with respect to IT, that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being acquired, properly exchanges date/time data with it.

33. Patent Rights: Patent rights are as specified in DoDGARs §32.36(b), citing 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", which titles and sections are incorporated herein by reference. The "Standard patent rights clause" at 37 CFR 401.14 is modified at section (f) to include the additional requirements stated in 37 CFR 401.5(f)(1), (2) and (3). The Grantee shall utilize DD Form 882, Report of Inventions and Subcontracts, for submission of interim and final invention reports. The DD Form 882 and all invention disclosures shall be submitted to the Administrative Grants Officer for proper disposition and forwarding to the Grants Officer.

34. Rights in Technical Data, Computer Software, and Copyright:

(a) Technical Data. Rights are as specified in DoDGARs §32.36(c) which is incorporated herein by reference.

(b) Computer Software. The Government will receive unlimited rights in all computer software resulting directly from the performance of experimental, developmental, or research work which is specified as an element of performance under this Grant or any other Grant, contract, or any subcontract made hereunder. Unlimited rights, as used in this clause, means rights to use, duplicate, release, or disclose technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(c) Copyright. Rights are as specified in DoDGARs §32.36(a) which is incorporated herein by reference.

35. Research Involving Recombinant DNA Molecules: Any Grantee performing research involving recombinant DNA molecules and/or organism and viruses containing recombinant DNA molecules agrees, by acceptance of this award, to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July 5, 1994 (59 FR 34496) as amended, or such later revision of those guidelines as may be published in the Federal Register.

36. Activities Abroad: The Grantee shall assure that project activities carried on outside the United States are coordinated, as necessary, with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activity(ies) is (are) to be conducted.

37. Drug-Free Requirements: This Grant is subject to the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.

38. National Historic Preservation: The recipient agrees to identify to the Government any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the Government may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.).

39. Security: The Grantee may not be granted access to classified information under this Grant. If security restrictions should happen to apply to certain aspects of the proposed research, the Grantee will be so informed. In the event that the scientific work under this Grant may need classification, or involve access to or storage of any classified data, the Government shall make its decision on the need to classify, or require such access or storage, within 30 days after receipt of written notice from the Grantee. If the decision is affirmative, the Government shall invoke the clause in DoDGARs §32.61 entitled "Termination".

40. Debarment and Suspension: This Grant is subject to the requirements regarding debarment and suspension in Subpart C of 32 CFR part 25, which implements E. O. 12549 [3CFR, 1986 Comp., p189]; E.O. 12689 [3 CFR, 1989 Comp., p 235]; and Sec. 2455 of Federal Acquisition and Streamlining Act of 1994 (Pub. L. 103-355). This includes communicating the requirement to comply with Subpart C to persons at the next lower tier.

Grant No.: HR0011-08-1-0019
Modification No.: P00001
ARPA Order No.: X206/00
Effective Date: May 7, 2008
DARPA's CFDA Number: 12.910
DODDAC: HR0011

Grantor: Defense Advanced Research Projects Agency (DARPA)
Contracts Management Office (CMO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
(Attn: Thomas E. Lyon, (703) 526-4107, thomas.lyon@darpa.mill)

Grantee: University of Utah
Office of Sponsored Projects
75 South 200 East
Salt Lake City, UT 84112 - 8930
(Attn: Laurel Duncan, (801)581-3006, laurel.duncan@osp.utah.edu)

Grantee Identification Numbers/Codes:

DUNS: (b)(4)
CAGE:
TIN:

Total Grant Amount: $0.00

Accounting and Appropriation Data:

CLIN	ACRN	FUND CITE	AMOUNT
0001	AA	9770400 1320 X206 P7D10 2525 DPAC 7 5380 S12136 61101E	$0.00
		(AMOUNT DEOBLIGATED $98,056.00)	

[AWARD SUBJECT TO ELECTRONIC FUNDS TRANSFER (EFT) REQUIREMENT]

Authority: This Grant is issued pursuant to the authority of 10 U.S.C. § 2358

GRANT SCHEDULE

1. Purpose: The purpose of this modification is to terminate the grant effective April 29, 2008, per the Governments request and the Grantee's consent dated April 29, 2008. This modification deobligates funds in the amount of $98,056.

FOR THE UNITED STATES OF AMERICA,
DEFENSE ADVANCE RESEARCH PROJECTS AGENCY

Thomas E. Lyon
Grants Officer

Date

Contracts Management Office