

■ Applicability dependent upon proposal

TBD To be completed at the time of contract award

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1	
2. CONTRACT (Proc. Inst. Ident.) NO. HR00112XCXXX		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY DARPA CMO 675 N. RANDOLPH STREET ARLINGTON VA 22203-2114		CODE HR0011	6. ADMINISTERED BY (If other than Item 5)  <b>DCMA (location TBD)</b>			CODE	TBD
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  Section G	
CODE TBD	FACILITY CODE			11. SHIP TO/MARK FOR CODE			TBD
TBD		12. PAYMENT WILL BE MADE BY  <b>DFAS (location TBD)</b>			CODE	TBD	
		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	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$0.00</b>	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>		
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE				L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid 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 terms 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 bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)						20C. DATE SIGNED	
						BY _____ (Signature of Contracting Officer)	

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period CPFF The Contractor shall accomplish the tasks as depicted in the Statement of Work (SOW), Attachment 1 and Additional Requirements, Attachment 1A. Data deliverables and reports shall be provided in accordance with the SOW and Attachment 1A herein. This is a Cost-Plus-Fixed-Fee (CPFF) completion CLIN. FOB: Destination PR No. <b>TBD</b>	1	Lot		<b>TBD</b>
				ESTIMATED COST	<b>TBD</b>
				FIXED FEE	<b>TBD</b>
				TOTAL EST COST + FEE	<b>TBD</b>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Reports and Deliverables CPFF The contractor shall deliver technical data, reports, and other deliverables in accordance with Attachments 1 and 1A of the contract. All technical data, reports, and deliverables are not separately priced. FOB: Destination PR No. <b>TBD</b>	1	Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contractor-Acquired Property CPFF Contractor-acquired property necessary to meet the requirements of Attachment 1 Statement of Work. The property shall be maintained via the contractor's CAP Disposition List in accordance with FAR 52.245-1(f)(iii). This CLIN is not separately priced; all costs are included within the CLIN 0001 estimated cost. FOB: Destination PR No. <b>TBD</b>	1	Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<hr/> \$0.00

Section Inspection and Acceptance

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
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## Section Deliveries and Performance

## DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	TBD	TBD	TBD	TBD
0002	TBD	TBD	TBD	TBD
0003	TBD	TBD	TBD	TBD

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	JAN 1991

## Section Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions--Cost Vouchers MAY 2023

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Not Applicable

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Not Applicable

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	HR0011
Admin DoDAAC**	TBD
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	Not Applicable

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

See Block 6 of the SF26

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

#### PAYMENT INSTRUCTIONS

DFARS PGI 204.7108, Payment Instructions, is incorporated into this contract by reference.

In accordance with DFARS PGI 204.7108(d)(12)(i), DARPA hereby directs that payments shall be made as follows: Line Item Specific by Fiscal Year (FY): If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year. With respect to DFARS PGI 204.7108(d)(12)(ii), this contract award document represents agreement between the awarding office, payment office, and contract administration office, as appropriate, to expend funds consistent with the unique payment instructions specified herein.

## Section Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	FEB 2024
52.219-9	Small Business Subcontracting Plan	SEP 2023
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	FEB 2024
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-23	Sustainable Products and Services.	MAY 2024
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
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
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act--Covered Foreign Entities	NOV 2024
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	AUG 2024
52.244-6	Subcontracts for Commercial Products and Commercial Services	FEB 2024
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
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
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	OCT 2024
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	DEC 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY 2024
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7064	Restriction on Acquisition of Certain Satellite Components.	MAY 2024
252.225-7967 (Dev)	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006).	MAR 2024
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014)	AUG 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	MAR 2023
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	MAR 2023
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7019	Validation of Asserted Restrictions--Computer Software	JAN 2023
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	JAN 2023
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7005	Management and Reporting of Government Property	JAN 2024
252.247-7023	Transportation of Supplies by Sea	OCT 2024
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

## 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance.

Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

**TBD**

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

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

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

- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
  - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
    - (1) Of the acceptability of any subcontract terms or conditions;
    - (2) Of the allowability of any cost under this contract; or
    - (3) To relieve the Contractor of any responsibility for performing this contract.
  - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
  - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
  - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

TBD

(End of clause)

#### 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

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

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

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) 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 Defense Advanced Research Projects Agency (DARPA) 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. TBD. This may be confirmed by contacting TBD."

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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 Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

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

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency (DARPA).

(End of clause)

Section Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work		
Attachment 1A	Additional Requirements		
Attachment 2	Data Rights Assertions List		

**STATEMENT OF WORK**

<ENTER PROJECT TITLE>

<ENTER DATE>

**1.0 BACKGROUND:**

{use appropriate program background information from the BAA – this is the big-picture view to establish context for the below “Project Overview”}

**2.0 PROJECT OVERVIEW:**

{Notes:

- o Use appropriate project description/background information that aligns with the technical proposal. This section is focused on defining this specific project – what’s it about and why it matters, goals/objectives, and metrics (Government Defined, and Performer Defined).
- o Two to three paragraphs that describe what the performer is doing under the umbrella of the program is typically sufficient.
- o Include applicable metrics by Phase – must be consistent with the BAA, metrics tables from the BAA can be pasted in this section
- o There should be no proposal speak (i.e., do not include any references to the proposal, do not use the words “proposal,” “proposed,” “we,” etc.). This document is part of the Contract – it’s purpose is to summarize the project, not to propose it.
- o Throughout this entire document the performer should be referred to as “The Contractor.” }

**3.0 TASKS/TECHNICAL REQUIREMENTS:**

**Base Period**

**3.1 Task 1: <Enter Task and Task Description>**

- 3.1.1 The contractor shall <enter requirement to accomplish the associated task>.
- 3.1.2 The contractor shall <enter requirement to accomplish the associated task>.
- ...
- 3.1.X The contractor shall <enter requirement to accomplish the associated task>.

**3.2 Task 2: <Enter Task and Task Description>**

- 3.2.1 The contractor shall <enter requirement to accomplish the associated task>.
- 3.2.2 The contractor shall <enter requirement to accomplish the associated task>.
- ...
- 3.2.X The contractor shall <enter requirement to accomplish the associated task>.

**3.3 Task 3: <Enter Task and Task Description>**

- 3.3.1 The contractor shall <enter requirement to accomplish the associated task>.
- 3.3.2 The contractor shall <enter requirement to accomplish the associated task>.

...

3.3.X The contractor shall <enter requirement to accomplish the associated task>.

**3.4 Task 4: <Enter Task and Task Description>**

3.4.1 The contractor shall <enter requirement to accomplish the associated task>.

3.4.2 The contractor shall <enter requirement to accomplish the associated task>.

...

3.4.X The contractor shall <enter requirement to accomplish the associated task>.

...

**4. MILESTONES:**

<provide major milestones associated with this period of performance, along with meaningful metrics as applicable>.

## ATTACHMENT 1A – ADDITIONAL REQUIREMENTS

### 1. CONTROLLED UNCLASSIFIED INFORMATION

[TBD] This contract involves Controlled Unclassified Information (CUI). Contractor agrees to protect all CUI in accordance with the CUI Guide incorporated into this contract. If this contract involves both classified information and CUI, Contractor agrees to protect all CUI in accordance with the Security Classification Guide.

[TBD] This contract does not involve Controlled Unclassified Information (CUI). Contractor agrees to promptly notify the government in writing if there is any CUI involved in this contract.

### 2. KEY PERSONNEL

The personnel listed below are considered essential to the work being performed. Prior to substituting, removing, replacing, or otherwise diverting the activity of any of the key individuals specified below, the contractor shall notify the DARPA Contracting Officer in writing at least 15 calendar days in advance, unless compelling circumstances exist otherwise, and include information supporting the need for change. The proposed substitution of personnel must meet or exceed the qualifications of the candidate identified herein, as determined and agreed to by the Contracting Officer.:

TBD	TBD	TBD

### 3. TYPE OF CONTRACT

This is a [TBD] contract.

### 4. SMALL BUSINESS SUBCONTRACTING PLAN AND GOALS

The Contractor’s Small Business Subcontracting Plan, dated [List Date], is incorporated herein and made a part of this contract by reference.

### 5. TRAVEL

- (a) University Performers: Reimbursement for travel-related expenses shall be as stipulated in 2 CFR 200, subpart E and appendix III, as prescribed by FAR 31.303.
- (b) Non-Profit Performers: Reimbursement for travel-related expenses shall be as stipulated in 2 CFR 200, subpart E and appendix IV, as prescribed by FAR 31.703.
- (c) Non-University/For-Profit Performers and Nonprofit Organizations exempted from the OMB Uniform Guidance at 2 CFR part 200, Appendix VIII: Reimbursement for travel-related expenses shall be as stipulated in FAR 31.205-46 and DFARS 252.231-7000.



## ATTACHMENT 1A – ADDITIONAL REQUIREMENTS

(b) INSTRUCTIONS:

Upload all required reports electronically to the DARPA Vault tool, which can be accessed at the following web location: <https://vault.darpa.mil/>

Within 24 hours of documentation upload, send an email communication to the following parties to provide notice that documentation upload has been completed:

DARPA/CMO  
Attn: [List Contracting Officer]  
Email: [POC@darpa.mil]

DARPA/[List Technical Office]  
Attn: [List Program Manager]  
Email: [POC@darpa.mil]

DARPA/[List Technical Office]  
Attn: ADPM  
Email: [POC@darpa.mil]

Contracting Officer's Representative (COR)/[List Govt Dept/Agency]  
Attn: [List Contracting Officer's Representative Name, and include designation COR]  
Email: [POC@list govt dept agency address]

DARPA/Research Support Center  
Email: [Researchsupport@darpa.mil](mailto:Researchsupport@darpa.mil)  
(one electronic copy of the Final Report only, if unclassified)

Defense Technical Information Center  
*See* DFARS 252.235-7011

DARPA/CMO Closeout  
Email: [CMO\\_closeout@darpa.mil](mailto:CMO_closeout@darpa.mil)  
(one electronic copy of the Final Report only, if unclassified, and all Interim and Final Report of Inventions and Subcontracts (i.e. DD Form 882))

**R&D STATUS Report:**

The R&D Status Report, 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) Other items of interest that the contractor may wish to bring to the attention of the government if/as required.

## ATTACHMENT 1A – ADDITIONAL REQUIREMENTS

### PAYABLE MILESTONE Report:

The Payable Milestone Report shall substantiate contractor activities in support of accomplishment of the stated milestone. It shall contain the following: (i) Milestone Objective; (ii) Technical Problems/Challenges; (iii) General Methodology (i.e. literature review, laboratory experiments, surveys, etc.); (iv) Technical Results; (v) Important Findings and Conclusions; (vi) Significant Hardware Development; (vii) Special Comments; (viii) Implications for Further Research; (ix) Other items of interest that the contractor may wish to bring to the attention of the government if/as required.

### FINANCIAL STATUS Report:

Except for fixed price type contracts, the Financial Status Report will detail costs incurred in support of the contracted work, to include total costs incurred to-date, costs incurred since the last reporting cycle, and costs projected to be incurred in total for accomplishment of work activities (i.e. the negotiated contract value, excluding any unexercised options). The report will include information depicting actual costs incurred in comparison to planned expenditures. If the effort has been incrementally funded, the report will include a statement that sufficient funding remains for accomplishment of scheduled work activities planned for the upcoming reporting cycle, or articulate that funds will be required, and specify the amount requested, in order to support ongoing work activities. If the contractor has incurred greater than, +/- 10 percent in actual costs, in comparison to planned expenditures, for accomplishment of work activities during a reporting cycle, the contractor shall provide rationale explaining the variance. The contractor shall not change the current negotiated total contract value (excluding unexercised options) as a result of any cost overruns/underruns, unless the contracting officer modifies the contract to reflect a different value based on scope changes as agreed to between the parties.

### FINAL Report:

The Final Report shall document the totality of the contractor's efforts in accomplishing the work. If the Government chooses to exercise the option(s) under this contract, the due date for the final report is extended accordingly. The Final Report shall address the following: (i) Task Objectives; (ii) Technical Problems/Challenges; (iii) General Methodology (i.e., literature review, laboratory experiments, surveys, etc.); (iv) Technical Results; (v) Important Findings and Conclusions; (vi) Significant Hardware Development; (vii) Special Comments; (viii) Implications for Further Research; (ix) Other items of interest that the contractor may wish to bring to the attention of the government if/as required.

## 8. INVENTION DISCLOSURES

All communications required for invention disclosures and reports shall be submitting to the Administrative Contracting Officer (ACO). Additionally, a copy of the interim and final invention disclosure reports shall be provided to DARPA/CMO, ATTN: Contract Closeout, at email: CMO\_Closeout@darpa.mil.

All unclassified required reporting shall be accomplished using the i-Edison.gov reporting website (<https://www.nist.gov/iedison>).

## ATTACHMENT 1A – ADDITIONAL REQUIREMENTS

### 9. PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

- (a) At this time, DARPA expects the work performed under this contract will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:

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, which will be communicated to the Contractor by email through the DARPA Public Release Center (PRC) at [PRC@darpa.mil](mailto:PRC@darpa.mil). 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. These restrictions must be flowed down to all subcontractors. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARS 252.235-7010.

- (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 PRC 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 [PRC@darpa.mil](mailto:PRC@darpa.mil) or via hard copy to 675 North Randolph Street, Arlington VA 22203-2114, telephone (571) 218-4235. Refer to <http://www.darpa.mil/work-with-us/contract-management/public-release> for information about DARPA's public release process.

### 10. PERIOD OF PERFORMANCE EXTENSIONS

The Performer shall make all requests for no-cost period of performance extensions, in writing, to the Contracting Officer and Technical Representative (TR) no later than thirty (30) days prior to the end of the current period of performance. At a minimum, this request shall include the following information:

- Program Name:
- Contract No.:
- Date request submitted:
- Current POP end date:
- New POP end date:
- Financial Status (of subject phase)
- Total Funding Obligated: \$
- Total Expenditures to Date: \$
- Remaining Available Funding: \$
- Reason(s) for Extension:
- Program Impact:

## Data Rights Assertions List\*\*

[Insert Organization Name] asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions (1) (LIST)*	Basis for Assertion (2) (LIST)	Asserted Rights Category (3) (LIST)	Name of Person Asserting Restrictions (4) (LIST)

**(End of Identification and Assertion)**

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

1. For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
2. Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
3. Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
4. Corporation, individual, or other person, as appropriate.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

\*\* Adapted from [DFAR 252.227-7017](#), Identification and Assertion of Use, Release, or Disclosure Restrictions.