

AWARD/CONTRAC		1. THIS CONTRACT IS A RATED UNDER DPAS (15 CFR 350)		RATIN	PAGE OF 1 3	
2. (Proc. Inst. Ident.) NO		3. EFFECTIVE 22 Dec 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT		
5. ISSUED CONTRACTING CENTER OF EXCELLENCE ARMY CONTRACTING AGENCY 5200 ARMY ROOM 1C243 THE WASHINGTON DC 20310-5200		CODE W74V8H	6. ADMINISTERED (If other than Item 5)		CODE S1403	
7. NAME AND ADDRESS OF (No., street, city, county, state and zip code)				8. [] FOB [X] OTHER (See		
				9. DISCOUNT FOR PROMPT Net 30		
				10. SUBMIT (4 copies unless otherwise TO THE SHOWN		ITE
CODE 3XZD	FACILITY		12. PAYMENT WILL BE MADE		CODE HQ0339	
11. SHIP TO/MARK US ARMY RESEARCH NO CONTACT IDENTIFIED 2511 JEFFERSON DAVIS HIGHWAY ARLINGTON VA 22202-3926		CODE W91BFP				
13. AUTHORITY FOR USING OTHER THAN FULL AND [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION See Schedule			
15A. ITEM	15B. SUPPLIES/		15C.	15D.	15E. UNIT	15F.
SEE						
15G. TOTAL AMOUNT OF CONTRACT						\$728,291.5
16. TABLE OF						
X	SEC.	DESCRIPTIO	PAGE(S)	X	SEC.	DESCRIPTIO PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT	1	X	I	CONTRACT 22 -
X	B	SUPPLIES OR SERVICES AND PRICES/	2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK	4 - 6		J	LIST OF
X	D	PACKAGING AND	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND	8		K	REPRESENTATIONS, CERTIFICATIONS
X	F	DELIVERIES OR	9 -			OTHER STATEMENTS OF
X	G	CONTRACT ADMINISTRATION	12 -		L	INSTRS., CONDS., AND NOTICES TO
X	H	SPECIAL CONTRACT	16 -		M	EVALUATION FACTORS FOR
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS						
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign document and return _____ copies to issuing Contractor agrees to furnish and deliver items or perform all the services set forth or otherwise identified above and on any sheets for the consideration stated herein. The rights and obligations of the parties to contract shall be subject to and governed by the following documents: (a) this (b) the solicitation, if any, and (c) such provisions, representations, certifications, and as are attached or incorporated by reference (Attachments are listed)				18. [] AWARD (Contractor is not required to sign this Your offer on Solicitation _____ including the additions or changes made by you which additions or changes are set forth in above, is hereby accepted as to the items listed above and on any continuation sheets. This award the contract which consists of the following documents: (a) the Government's solicitation and your offer, (b) this award/contract. No further contractual document is		
19A. NAME AND TITLE OF (Type or			20A. NAME AND TITLE OF CONTRACTING PATRICIA A. DENARD / TEL 703-695- EMAIL Patricia.Denard@hqda.army.mi			
19B. NAME OF CONTRACTOR		19C. DATE	20B. UNITED STATES OF		20C. DATE	
B _____ (Signature of person authorized to sign)			B  (Signature of Contracting Officer)		21-Dec-	

Section B - Supplies or Services and Prices

SECTION B

B.1 This proposal was selected under the Small Business Innovative Research (SBIR) Program, Phase II, to procure services for performance of a research and study effort entitled "XXXXX" in accordance with the Statement of Work and the contractor's proposal.

B.2 The period of performance of performance is from date of award through a period of 24 months.

B.3 Type of contract: Firm Fixed Price

B.4 CCE POC: LaWanda Stewart, E-Mail: LaWanda.Stewart@hqda.army.mil
Telephone: (703) 697-6258; Fax: (703) 695-9747

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$728,291.53	\$728,291.53

FFP

Contractor shall provide the necessary personnel and other resources to accomplish the effort entitled: DoD SBIR Phase II - "XXXXX". Topic Number: AXXX-XXX; Proposal Number: AX-XXXX

Period of Performance: 22 December 2005 through 21 December 2007

Progress Payments are authorized at 90% in accordance with DFARS 232.501-01.

FOB: Destination

PURCHASE REQUEST NUMBER:

SIGNAL CODE: A

NET AMT \$728,291.53

ACRN AB \$357,488.00
CIN:

ITEM NO 0002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
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Accounting For Contract Services

FFP

"The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address"

<http://contractormanpower.army.pentagon.mil>." See Section G

FOB: Destination

SIGNAL CODE: A

NET AMT

\$0.00

Section C - Descriptions and Specifications

SECTION C

STATEMENT OF WORK

1. Title. "XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX"
2. Objective. The objective of this procurement is to develop a ...
3. Scope of Work.
 - a. Under Phase II of this SBIR, the Contractor shall, as detailed in the proposal, perform the following tasks:
 - (1) Task 1.
 - (2) Task 2.
 - (3) Task 3.
 - (4) Task 4.
 - (5) Task 5.
 - (6) Task 6.
 - (7) Task 7.
 - (8) Task 8.

Section D - Packaging and Marking

SECTION D

D.1 COMMERCIAL PACKAGING AND MARKING

Packing (preservation and packing) and marking of deliverable items called for under this contract shall be in accordance with Contractor's best commercial practice to insure safe arrival at destination.

Section E - Inspection and Acceptance

SECTION E

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of any and all deliverables under this contract will be accomplished by the Contracting Officer or a designated representative (see Section G for COR designation)

Section F - Deliveries or Performance

SECTION F

F.1 DELIVERY OF REPORTS (OCT 1998)

All data shall be delivered in accordance with the delivery schedule shown in paragraph F.3 Reports/Deliverables

All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid.

F.2 PERIOD OF PERFORMANCE

The work under this contract shall commence 24 months.

F.3 REPORTS AND OTHER DELIVERABLES:

The Contractor shall submit the reports and other deliverables in accordance with the following delivery schedule and the SOW.

F.3a Delivery Schedule: Contract deliveries as specified within the Statement of Work shall be submitted in accordance with schedule outlined herein.

Schedule of Deliverable Items

<u>Deliverables</u>	<u>By the end of ...</u>
1. Initial Project Planning Meeting	2 nd week after EDODO
2. Monthly Letter Progress Reports	15 th of the month
3. In-Progress Review Meeting	8 th month after EDODO
4. In-Progress Review Meeting	16 th month after EDODO
5. Draft Final report	21 months after EDODO
6. Final Phase II Report and Briefing	24 months after EDODO

a. The Contractor shall prepare and deliver a final report and briefing that documents the procedures and results for Tasks 1 – 8.

b. For the technical report(s), the Contractor shall provide one copy of each report as a WINDOWS-based MS WORD file on a CD and four (4) copies of each report printed from the electronic file. Reports shall be prepared in accordance with Army Research Institute for the Behavioral and Social Sciences (ARI) publication standards and guidelines contained in ARI Publication Guidelines (June 2005). It is expected that all reports (as well as any other relevant documents) shall be carefully edited to insure that the highest standards of written communication, typing, and reproductions, are attained. Under no circumstances shall the Contractor submit a final report or final copy that needs major editing.

c. The Government will be allowed twenty-five (25) working days for each review of a draft technical document and to notify the Contractor of approval or recommended changes to be made in the final documents. In the event that the Government exceeds that amount of time set forth herein for review, approval, and/or recommending

changes in the draft, the Contractor shall be allowed one (1) additional day, at no additional cost to the Government, for each day of such delay for delivery of the final report in final form, providing that in the event the Government causes such delay, the Contractor shall request an extension in writing from the DO-COR.

d. The following are requirements of this delivery order:

(1) Initial Project Planning Meeting: There shall be a meeting between the Contractor and the DO-COR within two (2) weeks of the Effective Date of the Delivery Order (EDODO). The purpose of this meeting shall be to exchange any information necessary for the performance of the delivery order.

(2) Monthly letter progress reports documenting the technical status of the project and resources expended shall be submitted by the 15th working day of the month following the month reported upon. The Contractor shall provide three (3) copies: one (1) copy to the Delivery Order Contracting Officer's Technical Representative (DO-COR); one (1) copy to the Alternate Delivery Order Contracting Officer's Technical Representative (ADO-COR); and one (1) copy to the ARI, Research Support Group, ATTN: DAPE-ARI-MB, 2511 Jefferson Davis Highway, Arlington, Virginia 22202-3926. Each monthly progress report shall include the following items:

- (a) Brief summary of progress and activities;
- (b) Progress and activities projected;
- (c) Delivery order funds expended (by month, by fiscal year, and to date);

and

(d) Delivery order funds remaining, with an analysis of the funding increments required within the contract period remaining.

(3) In-Progress Review (IPR). Scheduled as mutually agreed by the Contractor and the DO-COR. Two IPRs shall be provided by the contractor during the period of performance.

(4) Throughout the duration of this contract, the contractor shall be responsible for supporting the COR and ACOR in preparation and delivery of all briefings relating to this contract effort.

(5) A final technical report and briefing of the Phase II work as described in paragraphs 5a through 5c above. The final report will summarize past research in the area and must contain in detail the project objectives, work performed, results obtained, and a discussion of potential applications for use in military and civilian selection and classification. A draft report and briefing shall be provided to the COR three months prior to the end of the contract. A final copy of the final report based on COR and reviewer comments to the draft report shall be provided to the COR at the end of the contract period.

F.3b PREPARATION OF REPORTS AND DOCUMENTS: Reports shall be prepared in accordance with ARI Regulation 70-3, 3 (*Guidelines for the Submission of Manuscripts for Publication and Other Scientific and Technical Documents*), DTD May, 2005. It is expected that all reports (as well as any other relevant documents) shall be carefully edited to insure that the highest standards of written communication, typing, reproductions, etc., are attained.

F.3c "FINAL REPORT MUST BE UNLIMITED DISTRIBUTION"

F.3d The heading of all reports shall contain the following information:

CONTRACT NUMBER

NAME OF CONTRACTOR

- F.3e Reports delivered by the contractor in performance of the contract shall be considered “Technical Data” as defined in the applicable Rights in Technical Data clause of the General Provisions.
- F.3f 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 (1) copy shall be mailed first-class and the remaining copies forwarded by less than first-class.
- F.4 Block 13 (Abstract) of the SF 298 must include as the first sentence “Report developed under a Small Business Innovative Research Program, Phase II”. The abstract must also identify the purpose of the work and briefly summarize the work completed, findings or results and potential applications of the effort. The abstract must not contain any propriety information
- F.5 Block 14 (Subject Terms) of the SF 298 must include the term “SBIR Phase II Report”.
- F.6 The contractor shall submit five copies of the final report to the COR. The COR will introduce the report into the ARI publication process and forward copies to the Office of the Deputy Undersecretary of Defense for Science and Technology and to the Defense Technical Information Center.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AB:
AMOUNT: \$357,488.00
CIN: \$357,488.00

CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through is incrementally funded. For these item(s), the sum of \$357,488.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such

equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract.....\$357,488.00
December 15, 2006.....\$370,803.53

(End of clause)

The contractor shall submit its monthly invoice electronically through WAWF. The contractor shall use their DCMA Office as the acceptance for electronic submission. They should submit a hard copy to the Contracting Officer's Representative (COR), Dr. Leonard White, email: leonard.white@hqda.army.mil and the Alternate COR Dr. Mark Young, email: mark.young@hqda.army.mil until such time that the Army COR has the capability to process receiving reports through WAWF.

The COR is responsible for accepting services, verifying costs and forwarding the invoice to the DCMA office in block 16 for acceptance. Upon notification from the COR that the effort represented by the invoice is acceptable, the Administrative Contracting Officer (ACO) will process the invoice via the WAWF system.

A Material Inspection and Receiving Report (DD Form 250) may act as both an invoice and receiving report for the COR.

G.2 PAYMENT THROUGH WIDE AREA WORKFLOW (WAWF)

Effective Aug 1, 2005, DFAS will no longer accept hard copies of invoices or receiving reports. All contractors must submit their invoices via Wide Area Workflow (WAWF) Application System, and all inspection and acceptance of invoices by COR must be completed electronically through the use of WAWF System. For your convenience, below are the websites about the WAWF.

1) WAWF home page: <https://wawf.eb.mil/index.html>

2) more about WAWF: <https://wawf.eb.mil/vreg.htm>

3) Training site: <http://www.wawftraining.com/>

You can take the training on-line by clicking on the 3rd link. There is also a 2-day conference with workshop and computer lab training, which will be held on July 20-21, 2005 St. Louis, MO; Manhattan August 10-12, 2005; or Norfolk/VA Beach August 24-25, 2005. For more information on the seminars, select a city above, or go to www.fgrrb.org.

For assistance, contact DISA Ogden Help desk at 800-605-7095

G.3 PAYMENT INSTRUCTIONS

Contractor may submit partial billing under this contract, in accordance with the prices set forth in schedule, and subject to approval of POC. In an effort to utilize funds prior to cancellation, all invoices/vouchers received are to be paid by the oldest ACRN first until each ACRN is fully disbursed.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) – GOVERNMENT PROGRAM OFFICE

The contractor shall coordinate all work to be performed directly with the COR.

The COR for this contract is:

Dr. Leonard White
U.S. Army Research Institute
ATTN: DAPE-ARI-RS
2511 Jefferson Davis Highway
Arlington, VA 22202-3926

Email: leonard.white@hqda.army.mil
Telephone: (703) 602-7967
Fax: (703) 602-7730

The Alternate COR is

Dr. Mark C. Young
U.S. Army Research Institute
ATTN: DAPE-ARI-RS
2511 Jefferson Davis Highway
Arlington, VA 22202-3926

Email: mark.young@hqda.army.mil
Telephone: (703) 602-7969
Fax: (703) 602-7730

G.5 NOTICE REGARDING LATE DELIVERY

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

G.6 ACCOUNTING FOR CONTRACT SERVICES

“The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address” <http://contractormanpower.army.pentagon.mil>.

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Actual direct labor hours (including sub-contractors); (6) Actual direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by the contractor (and separate predominant FSC for each sub-contractor if different); (9) Actual data collection cost; (10) Organization title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where the contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As a part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database service or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Section H - Special Contract Requirements

SECTION H

H.1 USE OF HUMAN SUBJECTS

If the scope of this contract requires the use of human subjects, the contractor will be required to comply with the applicable provisions of ARI Procedures Memo – “Use of Human Subjects in Research. If the contractor has its own human subjects committee, it must be used. The contractor must submit the complete results of its in-house human use committee findings to the ARI COR immediately upon their receipt and before actual research involving use of subjects begins. If the contractor does not have its own such committee, it must submit a protocol, through the COR, to the ARI Committee on the Use of Human Subject, before any data is collected.

(1) Definitions:

(a) Risk: For the purpose of these regulations, unusual and potentially hazardous conditions are those which may be reasonably expected to involve the risk, beyond the normal call of duty, or privation, discomfort, distress, pain, damage to health, bodily harm, physical injury, or death.

(b) Exemption: The following categories of activities and investigative programs are exempt from the provisions of these regulations:

- (i) Research and non-research programs, tasks and tests which may involve inherent occupational hazards to health or exposure or personal to potentially hazardous situation encountered as part of training or other normal duties, e.g., flight training, jump training, marksmanship training, ranger training, fire drills, gas drills, and handling of explosives.
- (ii) That portion of human factors research which involves normal training or other military duties as part of an experiment, wherein disclosure of experimental conditions to participating personnel would reveal the special nature of such conditions and defeat the purpose of the investigation.

(2) Human subject. Human subjects are those volunteer participants in an effort, the whole or partial object of the effort of which is measuring changes in their physiological, sociological or psychological behavior.

b. All human subjects in ARI efforts who are put at risk by participants in an effort shall be volunteers who are informed in advance of the risk involved.

c. The contractor shall comply with the following minimum conditions for any portion of the research effort in which human subjects participate and are put at risk:

- (1) The proposed effort has been reviewed and approved by a committee meeting requirements set forth in Chapter 46 of Title 45 of the Code of Federal Regulations.
- (2) The number of human subjects used will be kept the minimum numbers which will reasonably achieve the required results.
- (3) The effort must be such as to contribute significantly to a field of knowledge and have reasonable prospects of yielding important results which are not obtainable by other Methods or means.
- (4) The effort will be conducted only by persons possessing requisite scientific

qualifications.

- (5) Human subjects will be informed that at any time during the course of participation they have the right to revoke their consent and withdraw from further participation without prejudice to themselves.
 - (6) Participation by subjects will be immediately terminated if it subsequently appears that the risk to the subjects is significantly greater than anticipated at the time review and approval was granted.
 - (7) There shall be no greater intrusion into the privacy of human subject than is absolutely necessary for the conduct of the effort involved. Except for the submission of reports and other data required by this contract, any information obtained about human subjects as a result of participation shall be held as confidential as the law allows.
 - (8) The degree of risk to be taken will never exceed that which is justified by the benefits to the subjects, importance of the Army Research Development Testing and Evaluation (RDTE) programs, or significance of the scientific knowledge to be gained.
 - (9) Proper preparations will be made, and adequate facilities provided, to protect the subject against all foreseeable possibilities of injury, disability, or death, discomfort, suffering or injury.
 - (10) Human subjects will not be used who have physical or mental conditions which will make participation more hazardous for them than it would be for normal healthy persons, unless such conditions is a necessary prerequisite for the research involved. In any case, the use of human subjects with such pre-existing conditions must have been specifically described and justified in the scope of the work to be performed under this contract.
 - (11) The scientifically qualified person conducting the research, and each member of the research team, shall terminate the subject's participation at any stage if he has reason to believe, in the judgment required of him, that continuation is likely to result in injury, disability, or death to the human subject.
- d. In each portion of a research effort in which human subjects are put at risk, and in such others as the ARI scientist supervising the effort may direct, the Contractor or Grantee shall ensure that the following conditions for voluntary consent are met, before permitting any person to participate as a human subject.
- (1) Legally effective informal consent will be obtained by adequate and appropriate methods in accordance with the provisions of this clause.
 - (2) All consent must be voluntary knowing consent of the individual or his legally authorized representative, so situated as to be able to exercise free power of choice without any use of force, fraud, deceit, duress, constraint, coercion, or unlawful or improper inducement. The elements of information necessary to such consent includes:
 - (a) A fair explanation of the procedures to be followed, and their purpose, including identification of any procedures which are experiential;
 - (b) A description of any attendant discomfort or risk reasonably to be anticipated;
 - (c) A description of any benefits reasonably to be anticipated;
 - (d) A disclosure of any appropriate alternative procedures that might be advantageous to the subject;
 - (e) An offer to answer any questions concerning the procedures;
 - (f) An instruction that subject is free to revoke his consent and to discontinue participation at any time without prejudice.
 - (3) Exculpatory language through which the subjects are made to waive, or appear to waive,

any of their legal rights including any release from liability for negligence, is prohibited.

- (4) Consent by subjects or their legally authorized representative shall be obtained in writing whenever it is reasonably possible to do so. The consent form may be read to subjects or their legally authorized representative, but in any even, they or their legally authorized representative must be given adequate opportunity to read it and to ask questions they might have. This consent form should then be signed by the subjects.
- e. Prisoners of war will not be used under any circumstances.
- f. Provisions should normally be made for a post-study debriefing of subjects. Such provisions recognize an ethical obligation to ensure that subjects remain well informed as to all aspects of their participation, and minimize the chance that subjects might terminate their participation with misunderstandings as to the nature of their participation or the results obtained. Such debriefing should be considered mandatory wherever an exception has been granted for the experimental design to contain some element of deception.

H.2 POST-STUDY DEBRIEFING:

Provisions should normally be made for a post-study debriefing of subjects. Such provisions recognize an ethical obligation to ensure that subjects remain well informed as to all aspects of their participation, and minimize the chance that subjects might terminate their participation with misunderstandings as to the nature of their participation or the results obtained. Such debriefing should considered mandatory wherever an exception has been granted for the experimental design to contain some element of deception.

H.3 PRIVACY ACT:

The scope of the work executed under this contract does not require the contractor to gather or store any data in which an identifier (name and social security number) is or can be linked to any other information. Therefore, this research does not require the contractor to design, develop, maintain, and/or operate a system of records on individuals in order to perform an agency function as defined in the Privacy Act of 1974.

H.4 DATA COLLECTION:

Contractor personnel who will be generating data files in the conduct of ARI funded research must comply with ARI Regulation 709-31 which describes the standards and procedures for documenting and archiving ARI data files. By the end of the contract period the data collected shall be provided to ARI on CD ROM. (The contractor may request a copy of this regulation in full text directly from the Contracting Officer's Representative.)

H.5 RELEASE OF REPORTS:

All papers based upon this contract research submitted by the contractor to professional or lay publications or for presentation at a meeting shall simultaneously be sent to the Contracting Officer's Representative (COR). All reports and papers based upon this contract research shall acknowledge ARI support, cite the contract number, and include the following disclaimer: "The view, opinions, and/or findings contained in this report (paper) are those of the author (s) and should not be construed as an official Department of the Army position, policy, or decision." For papers accepted by professional journals, when reprints become available, 25 copies shall be furnished to the COR, with a completed SF 298, "Report Documentation Page," attached to each copy.

H.6 CHANGES IN KEY PERSONNEL/SENIOR PERSONNEL OR SUBCONTRACTORS:

The contractor shall notify the Contracting Officer's Representative prior to making changes in the senior personnel or subcontractors identified in the proposal as key individuals or organizations in the performance of this contract. The contractor must demonstrate that the qualifications of the prospective personnel or organizations are equal to or better than the qualifications of the personnel or organizations being replaced

H.7 PROPERTY ACCOUNTABILITY

- a. All property/equipment purchased or fabricated by the contractor for delivery to the Government under this contract shall be delivered to {either a field unit or} the U.S. Army Research Institute, ATTN: Plans, Programs and Budget Office, DAPE-ARI-PO, 2511 Jefferson Davis Highway, Arlington, VA 22202-3926. All deliveries shall be made between the hours of 0800 and 1500 Monday through Friday.
- b. Upon delivery of property/equipment to the U.S. Army Research Institute or an ARI Field Unit, acceptance will be documented on DD Form 250, Material Inspection and Receiving Report. The contractor shall prepare the DD Form, with the exception of those entries required to be completed by the authorized supply personnel. A legible copy of this receipt shall be enclosed with the progress report for the period during which the transaction took place.
- c. No payment shall be made under this contract on delivered property/equipment without formal acceptance by authorized supply personnel. The authorized supply personnel indicates the acceptance of the property/equipment by his or her signature on the face of the DD Form 250. A deduction for all property/equipment not receipted to authorized supply personnel shall be made from the total contract prior to final payment.
- d. When the contractor purchases property/equipment that is to be delivered at his facility for contract performance, paragraphs (a), (b), and (c) above are not applicable. All contractor acquired and contractor fabricated property/equipment shall be documented in the contractor's progress report for the period during which the transaction took place.
- e. The contractor shall provide the following information in his progress reports:
 - (1) Description (to include make, model, & serial number)
 - (2) Unit Price
 - (3) Quantity received or fabricated
 - (4) Disposition
 - (5) Date of Transaction
 - (6) Copy of the suppliers shipping document
- f. By signing this contract, the contractor accepts and agrees to comply with FAR 35.014, Government Property and Title.

H.8 RESEARCH SUPPORT REQUIREMENTS:

Requirements for Army equipment, facilities, or personnel (military or civilian) will be submitted by the contractor to the COR on ARI FORM 130-2 after contract award. A minimum of 105 days lead time may be required for the coordination of research support. Requests will follow the provisions of ARI Regulation 70-2, which outlines the requirements for preparation of documents and timetables for submission of requests for the use of research support.

H.9 CONTRACTOR VISITS

The Contracting Officer's Representative (COR) will approve and coordinate all Contractor visits to a sponsor's agency and other DoD agencies necessary for performance under this contract. All security visit requests shall be submitted to the COR for approval.

H.10. DATA RIGHTS

Duration. SBIR agencies shall protect from disclosure and non-governmental use all SBIR technical data developed from work performed under a SBIR funding agreement for a period of no less than **4 years** from delivery of the last deliverable under that agreement (either Phase I, Phase II, or Federally-funded SBIR Phase III) unless the agency obtains permission to disclose such SBIR technical data from the awardee or SBIR applicant. Agencies have discretion to adopt a protection period longer than four years. The Government shall retain a royalty-free license for Government use of any technical data delivered under an SBIR funding agreement, whether patented or not. This section does not apply to program evaluation.

Scope. The scope and extent of the SBIR technical data rights applicable to Federally-funded third phase awards shall be identical to the SBIR awards. The data rights protection period lapses only (i) upon expiration of the protection period applicable to the SBIR award, or (ii) by agreement between the Small Business Concern and the agency.

Contract Clauses. Agencies must insert SBIR data rights clause into all SBIR Phase I, SBIR Phase II and SBIR Phase III awards, and such inclusion is non-negotiable. Such data rights shall not be the subject of negotiations pertaining to the award of an SBIR Phase III award or diminished or removed during award administration.

REPORT DOCUMENTATION PAGE			Form Approved GSA No. 6799-0108	
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CLAUSES INCORPORATED BY REFERENCE

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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	JUL 1995
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 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
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52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
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	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
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52.225-16	Sanctioned European Union Country Services	FEB 2000
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52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-20	Rights in Data - SBIR Program	MAR 1994
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
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52.232-25	Prompt Payment	OCT 2003
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002

52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	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
252.223-7004	Drug Free Work Force	SEP 1988
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7011	Final Scientific or Technical Report	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

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

- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - (ii) Costs incurred by subcontractors or suppliers.
 - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
 - (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
 - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither
- (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
 - (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
 - (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following

conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall -

(i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(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.acq.osd.mil/dp/dars/>

(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 Contracting Center of Excellence under Contract No. W74V8H-06-C-0006.

(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 Contracting Center of Excellence.