

TECHNOLOGY INVESTMENT AGREEMENT

BETWEEN

[PERFORMER IDENTIFICATION]

AND

THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
675 NORTH RANDOLPH STREET
ARLINGTON, VA 22203-1714

CONCERNING

[PERFORMER PROJECT NAME]

[DARPA PROGRAM NAME & SOLICITATION #]

Agreement No.: HR0011-18-3-00XX

Total Amount of the Agreement: \$ _____ [Base + Exercised Options]
Phase 1 (Base): \$ _____
Phase 2 (Option): \$ _____
Phase 3 (Option): \$ _____

Authority: 10 U.S.C. § 2371

Line(s) of Appropriation and Funding Amount: See Article V(F)

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by The Defense Advanced Research Projects Agency (DARPA), and [performer name] pursuant to and under United States Federal law.

FOR [PERFORMER NAME]

FOR THE GOVERNMENT

(Signature & Date)

(Signature & Date)

(Name, Title)

(Name, Title)
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

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ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

[THIS SECTION DESCRIBES THE VISION OF THE PROGRAM AND SHOULD ANSWER THE FOLLOWING QUESTIONS:]

- *WHAT IS THE PURPOSE OF THE AGREEMENT?*
- *WHAT IS THE CURRENT TECHNOLOGICAL SITUATION?*
- *WHAT MAKES THIS PROGRAM A “CRITICAL TECHNOLOGY” EFFORT?*
- *WHY IS THE CURRENT TECHNOLOGY NOT SUFFICIENT?*
- *WHY IS IT NECESSARY FOR THE GOVERNMENT TO SUPPORT INDUSTRY IN ADDRESSING THIS SITUATION?*
- *WHAT ARE THE ISSUES OF PARTICULAR IMPORTANCE TO DARPA?*
- *WHAT ARE THE DUAL-USE (MILITARY AND COMMERCIAL) APPLICATIONS?*
- *WHAT IS THE MARKET POTENTIAL?*
- *WHAT ARE THE COMMERCIALIZATION GOALS?*
- *IF THE PROGRAM IS SUCCESSFUL, THEN WHAT? WHERE DO WE GO FROM HERE?*
- *IF THIS COLLABORATION IS SUCCESSFUL, WHAT WILL WE HAVE ACCOMPLISHED?*

B. Definitions

In this Agreement, the following definitions apply:

Agreement: The body of this Agreement and Attachments 1 – 4, which are expressly incorporated in and made a part of the Agreement.

Agreements Officer (AO): The Government’s principle point of contact for all contractual, administrative and financial issues arising under the Agreement. Notwithstanding any other provision of this Agreement, the Agreements Officer is the only individual within the Government authorized to redirect the effort or in any way amend or modify any of the terms of this Agreement. Legal notices, including notices of disputes, proposed technology transfers under Article IX, invention disclosures, patent and patent application notices, and any notices relating to any allegation or claim relating to intellectual property infringement shall be referred to the Agreements Officer.

Agreements Officer’s Representative (AOR): The Government’s technical representative charged with overall responsibility for review and verification of completion of Payable Milestones and the Technical Description Document, including amendments or modifications thereto, as set forth herein. The Agreements Officer’s Representative is not otherwise authorized to make any representations or commitments of any kind on behalf of the Agreements Officer or the Government. The AOR does not have the authority to alter the Performer’s obligations or to change the specifications of the Agreement.

Covered Government Support Contractor: A contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort. Such contractors receive access to data for performance of a Government contract that contains the clause at DFARS Subpart 252.227.7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

Data: Recorded information, regardless of form or method of recording, which includes, but is not limited to, copyrightable material; unpatentable computer software, including programs, code, documentation and databases; trademarks; and maskworks. The term does not include financial, administrative, cost, pricing, or management information and does not include Subject Inventions, as defined in this Article.

Effective Date: The date of the last signature hereon.

Foreign Firm or Institution: A firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

Government: The United States of America, as represented by DARPA.

Government Purpose Rights: The right to use, modify, reproduce, perform, display, release, or disclose, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only.

Government Purpose: Any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose Data for commercial purposes or authorize others to do so.

Intellectual Property: The intangible creations of the human mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Such creations may be protected in the law as patents, copyrights, trademarks, or trade secrets.

Invention: Any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

Limited Rights: The right to use, modify, reproduce, release, perform, display, or disclose, in whole or in part, within the Government. The Government may not, without the written permission of the Performer, release or disclose outside the Government, use for manufacture, or authorize use by another party. The Performer agrees that the Government may release or disclose to a covered Government support contractor in performance of its covered Government support contract.

Made: Any invention means the conception or first actual reduction to practice of such invention.

Party: Includes the Government (represented by DARPA), or the Performer, or both.

Performer: *[INSERT NAME OF PERFORMER]*

Practical Application: To manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Program: Research and development being conducted by the Performer, as set forth in Article I, Section C.

Property: Any tangible personal property other than property actually consumed during the execution of work under this Agreement.

Subject Invention: Any invention conceived or first actually reduced to practice in the performance of work under this Agreement.

Unlimited Rights: The right to use, modify, reproduce, perform, display, release, or disclose, in whole or in part, in any manner and for any purposes whatsoever, and to have or permit other to do so as well.

C. Scope

1. The Performer shall perform a coordinated research and development Program designed to develop *[INSERT RESEARCH AND DEVELOPMENT EFFORT]*. The research shall be carried out in accordance with the Task Description Document (TDD) incorporated in this Agreement as Attachment 1. The Performer shall submit or otherwise provide all documentation required by Attachment 2, Report Requirements.

2. The Performer shall be paid a fixed amount for each milestone accomplished in accordance with the Schedule of Milestones and Payments set forth in Attachment 3 and the procedures of Article V. The Schedule of Milestones and Payments may be revised or updated in accordance with Article III.

3. The Government funding is estimated to represent approximately XX% of the overall amount necessary to accomplish the TDD. The Performer shall provide any remaining funding necessary to accomplish the TDD.

D. Goals/Objectives

1. The goal of this Agreement is *[INSERT GOAL(S) OF AGREEMENT/PROJEC]*.

2. The Government will have continuous involvement with the Performer. The Government will also obtain access to research results and certain rights in patents and data pursuant to Articles VII. DARPA and the Performer are bound to each other by a duty of good faith and best research effort in achieving the goals of the Program.

3. This Agreement is an “other transaction” pursuant to 10 U.S.C. § 2371. The Parties agree that the principal purpose of this Agreement is for the Government and the Performer to provide for a coordinated effort to advance research and technology goals of the program and not primarily for the acquisition of property or services for the direct benefit or use of the Government. This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

ARTICLE II: TERM

A. Term of this Agreement

The Program commences upon the Effective Date and continues for *[INSERT BASE PHASE TERM]* months thereafter. Provisions of this Agreement, which, by their express terms or by necessary

implication, apply for periods of time other than specified herein, shall be given effect, notwithstanding this Article.

B. Termination Provisions

Subject to a reasonable determination that the program will not produce beneficial results, either Party may terminate this Agreement by written notice to the other Party, provided that such written notice is preceded by consultation between the Parties. In the event of a termination of the Agreement, it is agreed that disposition of Data developed under this Agreement, shall be in accordance with the provisions set forth in Article VII, Intellectual Property Rights. The Government and the Performer will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination. Failure of the Parties to agree to a reasonable adjustment will be resolved pursuant to Article VI, Disputes. The Government has no obligation to pay the Performer beyond the last completed and paid milestone if the Performer decides to terminate.

C. Extending the Term (Option Phases 2 and 3)

The Parties may extend by mutual written agreement the term of this Agreement if funding availability and research opportunities reasonably warrant. Any extension shall be formalized through modification of the Agreement per Article III.

(i) The term of this Agreement may be extended within [INSERT NUMBER] months of the Effective Date in accordance with this Article II and Article III; provided that the Government gives the Performer a preliminary written notice of its intent to extend at least 30 days before the Agreement expires. The preliminary notice does not commit the Government to an extension.

(ii) If this option is exercised, the extended Agreement shall be considered to include this Article.

(iii) The total duration of this Agreement, including the exercise of any options under this Article, shall not exceed [INSERT NUMBER] months.

ARTICLE III: MANAGEMENT OF THE PROJECT

A. Management and Program Structure

The Performer shall be responsible for the overall technical and program management of the Program, and technical planning and execution shall remain with the Performer. The DARPA AOR shall provide recommendations to Program developments and technical collaboration and be responsible for the review and verification of milestones.

B. Program Management Planning Process

Program planning will consist of an Annual Program Plan with inputs and reviews from the Performer and DARPA management, containing a detailed schedule of research activities and milestones.

1. Initial Program Plan: The Performer will follow the initial program plan that is contained in the TDD (Attachment 1), and the Schedule of Milestones and Payments (Attachment 3).

2. Overall Program Plan Annual Review

(a) The Performer, with DARPA Program Manager (PM) participation and review, will prepare an overall Annual Program Plan in the first quarter of each Agreement year. For this purpose, each consecutive twelve (12) month period from (and including) the month of execution of this Agreement during which this Agreement shall remain in effect shall be considered an “Agreement Year”. The Annual Program Plan may be presented and reviewed at an annual site review, at the discretion of the DARPA PM, which will be attended by the Performer’s Management, the AOR, Senior DARPA management or other DARPA program managers and personnel as appropriate. The Performer, with DARPA participation and review, will prepare a final Annual Program Plan.

(b) The Annual Program Plan provides a detailed schedule of research activities, commits the Performer to meet specific performance objectives and describes the milestones. The Annual Program Plan will consolidate all prior adjustments in the research schedule, including revisions/modifications to prospective milestones. Recommendations for changes and technical revisions or modifications to the Agreement which result from the Annual Review shall be made in accordance with the provisions of Article III, Section C.

C. Modifications

1. As a result of meetings, annual reviews, or at any time during the term of the Agreement, research progress or results may indicate that a change in the TDD would be beneficial to program objectives. Recommendations for modifications, including justifications to support any changes to the TDD and prospective milestones, will be documented and submitted by the Performer to the DARPA PM and AOR with a copy to the AO. This documentation will detail the technical, chronological, and financial impact of the proposed modification to the research program. The Performer shall approve any Agreement modification. The Government is not obligated to pay for additional or revised future milestones until the Schedule of Milestones and Payments (Attachment 3) is formally revised by the AO and made part of this Agreement.

2. The AOR shall be responsible for the review and verification of any recommendations to revise or otherwise modify the Agreement TDD, Schedule of Milestones and Payments, or other proposed changes to the terms and conditions of this Agreement.

3. A unilateral modification is a modification to the Agreement that is signed only by the AO. Unilateral modifications will be used for:

- (a) Administrative changes (e.g., changes in the payment office or appropriation data, changes to Government or Performer’s personnel identified in the Agreement, etc.); and
- (b) Adding incremental funding per Article V.

4. A bilateral modification is a modification to the Agreement that is signed by the Performer and the AO. Bilateral modifications will be used for:

- (a) All other changes to the Agreement not of the type identified in Section C.3 of this Article above – to include terminating the Agreement per Article II.

ARTICLE IV: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by DARPA may be made only by the DARPA AO. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the Parties:

A. Government Points of Contact:

Agreements Officer:
[INSERT NAME]
[INSERT ORGANIZATIN/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

DARPA Program Manager (PM):
[INSERT NAME]
[INSERT ORGANIZATIN/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

Agreements Officer's Representative:
[INSERT NAME]
[INSERT ORGANIZATIN/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]
Note: See also Attachment 5.

Administrative Agreements Officer (AAO):
[INSERT NAME]
[INSERT ORGANIZATIN/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

B. Performer Points of Contact

Performer's Administrative/Contracting:
[INSERT NAME]
[INSERT ORGANIZATIN/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

Performer's Program Manager:
[INSERT NAME]
[INSERT ORGANIZATIN/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

ARTICLE V: OBLIGATION AND PAYMENT

A. Obligation

The Government's liability to make payments to the Performer is limited to only those funds obligated under this Agreement or by modification to the Agreement. This Agreement will be subject to incremental funding, as indicated in the table below, which is presently made available for performance under this Agreement. At the time each payable milestone is funded, it will be fully funded.

Payable Milestone	Funding Date
Phase 1	
1-1	At time of award
1-2	At time of award
1-3	[INSERT DATE]
1-4	[INSERT DATE]
1-5	[INSERT DATE]
Phase 2	
2-1	At option exercise
2-2	At option exercise
2-3	At option exercise
2-4	At option exercise
Phase 3	
3-1	At option exercise
3-2	At option exercise

[UPDATE ABOVE TABLE PER NEGOTIATED MILESTONE PLAN & AVAILABLE FUNDS AT TIME OF AWARD]

B. Payments

1. The Parties agree that fixed payments will be made for the completion of milestones. These payments reflect value received by the Government toward the accomplishment of the research goals of this Agreement.

2. The Performer shall document the accomplishments of each milestone by submitting or otherwise providing the Milestone Reports required by Attachment 2, Part D. After written verification of the accomplishment of the milestone by the AOR, the Performer will submit their invoice to the AO for payment approval through Wide Area Work Flow (WAWF), as detailed in Section B.3 of this Article.

3. The Performer is required to utilize the Wide Area Workflow system when processing invoices and receiving reports under this Agreement. Wide Area Workflow (WAWF) is a secure web-based system for electronic invoicing, receipt and acceptance. The WAWF application enables electronic form submission of invoices, government inspection, and acceptance documents in order to support the Department of Defense’s (DoD’s goal of moving to a paperless acquisition process. Authorized DoD users are notified of pending actions by e-mail and are presented with a collection of documents required to process the contracting or financial action. It uses Public Key Infrastructure (PKI) to electronically bind the digital signature to provide non-reputable proof that the user (electronically) signed the document with the contents. Benefits include online access and full spectrum view of document status, minimized re-keying and improving data accuracy, eliminating unmatched disbursements and making all documentation required for payment easily accessible.

The Performer shall (i) ensure an Electronic Business Point of Contact is designated in System for Award Management at <http://www.sam.gov> and (ii) register to use WAWF–RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this Agreement. Step by Step procedures to register are available at the <https://wawf.eb.mil> site. The Performer is directed to use the “2-in-1” format when processing invoices.

- a. For the Issue By DoDAAC, enter HR0011.
- b. For the Admin DoDAAC, enter [INSERT DoDAAC FOR COGNIZANT DCMA OFFICE].
- c. For the Service Acceptor fields, enter HR0011, Extension 01.

- d. Leave the Inspect by DoDAAC, Ship From Code DoDAAC, Service Approver, and LPO DoDAAC fields blank unless otherwise directed by the AO.
- e. The following guidance is provided for invoicing processed under this Agreement through WAWF:
- The AOR identified in Article IV, "Agreement Administration" shall continue to formally inspect and accept the deliverables/ milestones. The AOR shall review the deliverable(s)/ milestone report(s) within fourteen (14) calendar days after submission of the applicable report and either: 1) provide a written notice of rejection to the Performer which includes feedback regarding deficiencies requiring correction, or 2) written notice of acceptance to the Performer, DARPA PM, AO, and AAO. The basis for rejection of a payable milestone shall be that such payable milestone, the accomplishment of which is captured in the associated Payable Milestone Report, fails to meet the acceptance criteria stipulated in Attachment 3 of the agreement. If the Government objects to the acceptance of a Payable Milestone (to include one or more of the deliverables thereunder), the Government will work with Performer so that the Performer has reasonable opportunities to cure/redeliver the associated Payable Milestone/Report.
 - Acceptance within the WAWF system shall be performed by the AO upon receipt of a confirmation email, or other form of transmittal, from the AOR.
 - The Performer shall send an email notice to the AOR and upload the AOR approval as an attachment upon submission of an invoice in WAWF (this can be done from within WAWF).
 - Payments in the amounts set forth in Attachment 3 shall be made by the Defense Finance and Accounting Services (DFAS) office indicated below within thirty (30) calendar days of an accepted invoice in WAWF:

DFAS-Columbus Center
[INSERT NAME]
[INSERT ORGANIZATION/OFFICE]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

The Performer agrees, when entering invoices entered in WAWF to utilize the CLINs associated with each milestone as delineated at Attachment 3. The description of the CLIN shall include reference to the associated milestone number along with other necessary descriptive information. The Performer agrees that the Government may reject invoices not submitted in accordance with this provision. The Performer shall attach to the invoice a copy of the associated Payable Milestone Report acceptance notice from the AOR. The Performer shall not attach to the invoice a copy of the associated Payable Milestone Report. The Performer agrees that the Government may reject invoices not submitted in accordance with this provision.

Note for DFAS: The Agreement shall be entered into the DFAS system by CLIN – Milestone association (MS)/ACRN as delineated at Attachment 3. The Agreement is to be paid out by CLIN (MS)/ACRN. Payments shall be made using the CLIN (MS)/ACRN association as delineated at Attachment 3.

- f. Payee Information: As identified at the System for Award Management.
- Cage Code: [INSERT CODE]
 - DUNS: [INSERT CODE]

4. Limitation of Funds: In no case shall the Government's financial liability exceed the amount obligated under this Agreement.

C. Financial Records and Reports

Upon completion or termination of this Agreement, whichever occurs earlier, the Performer shall furnish a copy of the Final Report required by Attachment 2, Part E. As indicated in Attachment 2, no financial reporting is required.

D. Audits and Accounting System Compliance

This is a fixed-support Technology Investment Agreement (TIA) utilizing a milestone payment method that is not subject to audit by the United States Government and the Performer is not required to include this Program in any governmental audits. Additionally, as such, this Agreement establishes no requirements pertaining to use of the Performer's accounting or timekeeping system(s).

E. Records Retention and Government Access

The DoD, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the Performer that are pertinent solely to the Performer's technical performance under this Agreement, in order to make examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to the Performer's personnel for the purpose of interview and discussion related to such records. Such access shall be performed during business hours on business days upon written notice and shall be subject to the security requirements of the audited party to the extent such security requirements do not conflict with the rights of access otherwise granted by this paragraph. The rights of access in this paragraph shall last as long as records are retained. The rights of access in this paragraph do not extend to the Performer's financial records.

F. Accounting and Appropriation Data

ACRN: AA
[INSERT ACCOUNTING DATA]
\$[INSERT FUNDING AMOUNT]
PR No. [INSERT NUMBER]
Milestone/s: [INSERT FUNDED PAYMENT MILESTONES]

ARTICLE VI: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

1. Any disagreement, claim or dispute between DARPA and the Performer concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article, which describes the applicable

administrative review process. Completion of this process forecloses any further administrative review and must be pursued prior to any other dispute resolution process.

2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months [*TIME PERIOD IS NEGOTIABLE BUT SHOULD BE NO MORE THAN 6 MONTHS*] from when the Party know or should have known the basis of the action prior to the notification made under Section B.3 of this Article, which constitutes the basis for relief under this Article unless the Director of DARPA in the interests of justice waives this requirement.

3. Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party (through the DARPA AO or the Performer's Administrator, as the case may be) in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by the DARPA Senior Procurement Executive, and senior executive no lower than [*INSERT A LEVEL OF EXECUTIVE FAR ENOUGH REMOVED FROM THE PROGRAM TO MAINTAIN A GREATER LEVEL OF IMPARTIALITY*] level appointed by the Performer. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. DARPA Senior Procurement Executive, and the senior executive shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.

4. In the absence of a joint decision, upon written request to the Deputy Director of DARPA, made within thirty (30) calendar days of the expiration of the time for a decision under Section B.3 of the Article above, the dispute shall be further reviewed. The Deputy Director of DARPA may elect to conduct this review personally or through a designee or jointly with a senior executive no lower than [*INSERT A LEVEL OF EXECUTIVE FAR ENOUGH REMOVED FROM THE PROGRAM TO MAINTAIN A GREATER LEVEL OF IMPARTIALITY*] level appointed by the Performer. Following the review, the Deputy Director of DARPA or designee will resolve the issue(s) and notify the Parties in writing. Such resolution is not subject to further administrative review by the Director of DARPA, whose decision to the extent permitted by law shall be final and binding.

5. Subject only to this Article, if not satisfied with the results of completing the above administrative review process, either party may within thirty (30) calendar days of receipt of the notice in Section B.4 of this Article above pursue any right and remedy in a court of competent jurisdiction.

C. Limitation of Damages

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of DARPA funding obligated as of the time the dispute arises. In no event shall DARPA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE VII: INTELLECTUAL PROPERTY RIGHTS

A. Patent Rights

1. Allocation of Principal Rights – Performer

- a) Unless the Performer shall have notified DARPA in writing that the Performer does not intend to retain title, the Performer shall retain the entire right, title, and

interest throughout the world to each Subject Invention consistent with the provisions of this Article.

- b) For each Subject Invention to which the Government obtains title, the Performer shall retain a nonexclusive, royalty-free license throughout the world to said Subject Invention. This license extends to the Performer's domestic subsidiaries and affiliates, including Canada, if any, and includes the right to grant license of the same scope to the extent that the Performer was legally obligated to do so at the time the Agreement was awarded. Said license is transferable only with the approval of the DARPA AO, except when transferred to the successor of that part of the business to which the Subject Invention pertains. DARPA approval for license transfer shall not be reasonably withheld.

2. Allocation of Principal Rights – DARPA

- a) With respect to any Subject Invention in which the Performer retains title, DARPA shall retain a nonexclusive, nontransferable, irrevocable, paid-up Government Purpose license in the Subject Invention throughout the world, regardless of the protection method chosen.
- b) Upon DARPA's written request, the Performer shall convey title to any Subject Invention to DARPA under any of the following conditions specified in Section (A)(3) of this Article. DARPA may only request title within sixty (60) calendar days after learning of the Performer's actions.
 - 1. The Performer fails to disclose a Subject Invention prior to the completion of the Agreement, or
 - 2. The Performer elects not to retain title to a Subject Invention.

3. Invention Disclosure, Election of Title, and Election of Protection Method

- a) The Performer shall disclose each Subject Invention to DARPA within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure shall be made to the DARPA AO and shall be in the form of a written report sufficiently complete in technical detail. The report shall identify the Agreement number, the circumstances under which the invention was made, the identity of the inventor, and any publication, sale or public use of the invention.
- b) If the Performer determines that it does not intend to retain title to any Subject Invention, the Performer shall notify DARPA in writing no more than sixty (60) calendar days prior to the end of the one (1) year statutory United States patent protection period.
- c) If the Performer chooses to retain title to any Subject Invention, the Performer shall inform the DARPA AO of its corporate determination how to best protect any Subject Invention. The Performer shall choose one of the following two options to protect any Subject Invention.
 - 1. Protection of the Subject Invention through the patent process
 - a. If the Performer chooses to file a patent application in the United States or other countries or forums throughout the world, the Performer shall notify DARPA of this decision, the dates on which the patent applications were filed and where.
 - b. The Performer shall notify DARPA of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty (30) calendar days

before the expiration of the response period required by the relevant patent office.

- c. The Performer shall include, within the specification of any United States patent application and any patent issued covering a subject invention, the following statement:
 - i. “This invention was made with U.S. Government support under Agreement No. HR0011-18-9-XXXX, awarded by Defense Advanced Research Projects Agency. The U.S. Government has certain rights in the invention.”
2. Protection of the Subject Invention as a trade secret
 - a. If the Performer chooses not to patent the Subject Invention but instead protect it as a trade secret, the Performer shall notify the DARPA AO of this decision in writing within eight (8) months of the Performer’s disclosure of the invention to DARPA.
 - b. In that notification, the Performer shall state the applicable law that will govern protection of the trade secret as well as any special protection methods or actions that the Performer will take to ensure secrecy.

4. Administrative Actions

- a) At the completion of the Agreement, the Performer shall submit a comprehensive listing of all Subject Inventions disclosed under Section A.1(3) of this Article during the course of the Agreement and the current status of each.
 1. All required reporting shall be done, to the extent possible, using the i-Edison reporting website: <https://s-edison.info.nih.gov/iEdison/>. To the extent that the reporting cannot be accomplished by use of i-Edison, any required documentation will be submitted to the DARPA AO.
- b) The Performer agrees to execute or have executed and promptly deliver to DARPA all instruments necessary to:
 1. Establish or confirm the rights the Government has throughout the world in any Subject Invention to which the Performer elects to retain title, and
 2. Convey title to DARPA when requested under Section A.2(b) of the Article and to enable the Government to obtain patent protection throughout the world in the Subject Invention.
- c) The Performer agrees to instruct and educate its employees of the importance of disclosing inventions promptly to corporate personnel responsible for the administration of patent matters to permit sufficient time to satisfy its notification responsibilities under this Agreement.

5. Exceptional Circumstances

- a) The Parties recognize that the Government is making a significant investment in the Subject Inventions under this Agreement. To protect the Government’s interests, the Parties agree to the following in the event that the Performer goes out of business or otherwise exits the [INSERT DESCRIPTION] industry; or otherwise makes the Subject Inventions unavailable to the Government:
 1. Upon DARPA’s request and an adequate showing of need, the Performer, assignee or exclusive licensee will provide a non-exclusive license to a responsible applicant or applicants, under terms that are reasonable under the circumstances, and
 2. If the Performer, assignee or exclusive licensee refuses a reasonable request from the Government, DARPA has the right to grant such a

license itself if DARPA makes a reasonable determination that such action is necessary to alleviate societal health or safety needs or national security needs, which are not reasonably satisfied, by the Performer, assignee, or exclusive licensees.

B. Data Rights

1. Allocation of Principal Rights

- a) The Parties agree that in consideration for Government funding, the Performer intends to utilize in commercial business the intellectual property developed under this Agreement.
- b) With respect to Data delivered pursuant to Attachments 1 through 3 of this Agreement, the Government shall receive *[INSERT APPLICABLE DATA RIGHTS – AS DEFINED IN ARTICLE I(B). IF DIFFERENT RIGHTS APPLY TO DIFFERENT DELIVERABLES THEN SPECIFY ACCORDINGLY EITHER HERE OR IN THE ATTACHMENT 3 MILESTONE PLAN]*.
- c) With respect to Data developed or generated under this Agreement related to the program goals stated in Article I, the Government shall receive *[INSERT APPLICABLE DATA RIGHTS – AS DEFINED IN ARTICLE I(B)]*. The Government may require delivery of data developed or generated under this Agreement within *[INSERT NUMBER]* years after completion or termination of this Agreement. Any request for delivery of data will be made in writing with at least *[INSERT NUMBER]* days notice.

2. Exceptional Circumstances

- a) Notwithstanding any other provision of this Section, in the event the Government chooses to exercise its rights under Section A.5 of this Article, the Performer agrees to deliver at no additional cost to the Government all Data necessary to achieve practical application of a specified Subject Invention. The Government shall retain Unlimited Rights, as defined in Article I, Section B of this Agreement, to this delivered Data.
- b) To facilitate any future requests and deliveries, the Performer agrees to retain and maintain in good condition for *[INSERT TIME PERIOD – TYPICALLY 3 YEARS]* after completion or termination of this Agreement all Data necessary to achieve practical application of any Subject Invention as defined in Article I, Section B of this Agreement.
- c) The Government is required to execute this exercise of rights in writing and the Performer agrees to deliver the Data within sixty (60) calendar days from the date of the written request. The Performer may request an extension of this time period by making a written justification to the Government and such a request will not be unreasonably withheld.

3. Marking of Data

- a) Any Data delivered under this Agreement shall be marked with the following legends, as applicable (no legend is required for Data delivered with Unlimited Rights):

“GOVERNMENT PURPOSE RIGHTS
Agreement Number: HR0011-18-3-00XX
Contractor Name: *[INSERT PERFORMER NAME]*”

In accordance with Article VII, as applicable, contained in the above identified Agreement, the Government has the right to: (a) use, modify, reproduce, perform,

display, release, or disclose, in whole or in part and in any manner, for Government Purposes only, and to have or permit others to do so for Government purposes only. Government Purposes includes any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose Data for commercial purposes or authorize others to do so. Any reproduction of this Data or portions thereof marked with this legend must also reproduce the markings:

“LIMITED RIGHTS

Prime Agreement No.: HR0011-18-3-00XX

Performer Name: [INSERT PERFORMER NAME]”

In accordance with Article VII, as applicable, contained in the above identified Agreement, the Government has the right to use, modify, reproduce, release, perform, display, or disclose, in whole or in part, within the Government. The Government may not, without the written permission of the Performer, release or disclose outside the Government, use for manufacture, or authorize use by another party. The Government may release to a covered Government support contractor in performance of its Government support contract. Any reproduction of this Data or portions thereof marked with this legend must also reproduce the markings.

C. Lower Tier Agreements

- a) The Performer shall include this Article, suitably modified, in all subcontracts or lower tier agreements, for experimental, developmental, or research work.

ARTICLE VIII: FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the term of the Agreement and for [INSERT NUMBER] years thereafter.

A. General

The Parties agree that intellectual property developed and/or generated under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important intellectual property developments under this Agreement by foreign entities must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede the provisions of the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130) and the Department of Commerce’s Export Administration Regulations (EAR)(15 CFR Parts 730-774) regarding export-controlled items, or the National Security Program Operating Manual (NISPOM) (DoD 5220.22-M). The Performer's responsibility to comply with all applicable laws and regulations regarding export-controlled items and the handling of classified information exists independent of, and is not established or limited by, the information provided by this article. The Performer shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

B. Restrictions on Sale or Transfer of Intellectual Property to Foreign Entities

1. In order to best capitalize on the financial investment by the Government in the program and promote the national security interests of the United States, DARPA reserves the right to be notified and discuss options with the Performer before Performer's transfer of intellectual property developed or generated under this Agreement to a foreign entity. It is not DARPA's intention to unduly restrict the Performer's ability to promote and sell its products and services in the global market. DARPA's intention is to protect the Government's investment and ability to fully utilize its licenses to the intellectual property in the future. For purposes of this Article, a transfer includes the sale of the Performer and all its assets, or the sale or exclusive licensing of the Intellectual Property developed or generated under this Agreement. A transfer does not include:

- (a) sales of products or components, and licenses of intellectual property related to sales of products or components (i.e. software, documentation),
- (b) non-exclusive licenses of intellectual property given in the normal course of business practices,
- (c) transfers to foreign affiliates or subsidiaries of the Performer for purposes related to the performance of this Agreement,
- (d) permissible access to intellectual property to a foreign entity which is an approved source of supply or source of research services under this Agreement, provided that the access is limited to that necessary to allow the entity to perform its agreed upon role under this Agreement,
- (e) any activities that have been designated by DARPA as fundamental research, or
- (f) any circumstances that have been included in Section D of this Article.

2. In addition, to fully facilitate the Government's investment in the intellectual property developed or generated under this Agreement, the Performer agrees take reasonable steps to license the exclusive right to use or sell the intellectual property in the United States only to a person or entity that agrees that any product utilizing the intellectual property will be manufactured substantially in the United States. If the Performer has made reasonable but unsuccessful efforts to identify and license to potential licensees to manufacture in the United States or if the Performer, after reasonable efforts, has determined that domestic manufacturing is not commercially feasible, the Performer shall notify DARPA in writing of its specific determination and request a waiver. DARPA may waive this requirement and the Government will not unreasonably deny such a request by the Performer without a specific and detailed written determination. The Government shall not unreasonably delay or withhold such a waiver.

3. The Performer agrees to provide timely written notice to DARPA no less than 45 days prior to any proposed transfers of intellectual property developed under this Agreement to a foreign entity. The written waiver request will cite this Article and specifically state what is to be transferred, to whom, and the general terms of the transfer. DARPA will respond within 30 days of receipt of the waiver request whether the DARPA agrees with the proposed transfer, if it would like to have further discussions about the transfer terms, or if it intends to invoke its rights under Section 5 of this Article. If DARPA does not respond within 30 days of the receipt of the waiver request, the Performer may assume that DARPA does not object to the transfer. If DARPA does respond timely and in a manner with which the Performer disagrees, the Performer may utilize the procedures under Article VI, Disputes.

4. If DARPA determines that the transfer may have adverse consequences to the furtherance of its investment in the program or to the national security interests of the United States, the Parties agree to jointly discuss the goal of the transfer and discuss alternative options that would obviate or mitigate the

potential adverse consequences to the United States, but which would provide substantially equivalent and acceptable benefits to the Performer.

5. In the event the Performer transfers the intellectual property developed or generated under this Agreement without DARPA's written assent -

(a) the Performer shall refund to DARPA the full amount of Government funds paid under the Agreement for the development of the intellectual property, and

(b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the intellectual property, regardless of form or protection method, throughout the world for Government Purposes. Upon request of the Government, the Performer shall provide written confirmation of such licenses.

C. Lower Tier Agreements

The Performer shall include this Article, suitably modified, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

D. Exceptions

[INCLUDE HERE ANY PRE-NEGOTIATED CIRCUMSTANCES THAT HAVE BEEN AGREED BY THE PARTIES AS EXCEPTIONS TO THIS ARTICLE]

ARTICLE IX: TITLE TO AND DISPOSITION OF PROPERTY

A. Title to Property

No significant items of property are expected to be acquired under this Agreement. Title to each item of property acquired under this Agreement with an acquisition value of \$5,000 or less shall vest in the Performer upon acquisition with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than \$5,000 be required, the Performer shall obtain prior written approval of the AO. Title to this property shall also vest in the Performer upon acquisition. The Performer shall be responsible for the maintenance, repair, protection, and preservation of all property at its own expense.

B. Disposition of Property

At the completion of this Agreement, items of property with an acquisition value greater than \$5,000 shall be disposed of in the following manner:

1. Purchased by the Performer at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to DARPA; or
2. Transferred to a Government research facility with title and ownership being transferred to the Government; or
3. Donated to a mutually agreed University or technical learning center for research purposes; or
4. Any other DARPA-approved disposition procedure.

ARTICLE X: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

1. Except with regard to subcontractors, team members, or other program participants, the Performer agrees to restrict dissemination or publication of information developed or generated under this Agreement without prior written approval by DARPA.

2. The following information or documents will not be subject to requirements of Section 1 of this Article.

(a) Unclassified information or documents used in the patent process, copyright approval process, or trademark approval process,

(b) Papers prepared in response to academic requirements which are not intended for public release outside the academic institution, or

(c) Information or documents related to program activities that have been determined to be fundamental research.

3. The Performer shall submit any proposed public releases that reference the United States Government, the Department of Defense, or DARPA in any form or references the program name or the names of any government staff for review and approval as instructed at <http://www.darpa.mil/work-with-us/contract-management/public-release>. Public releases may include press releases, specific publicity or advertisement, and publication or presentation, but excludes those relating to open sourcing or licensing, sales or other commercial exploitation of products, services, or technologies. In addition, articles for publication or presentation that mention DARPA in any form or the name of the program will contain a statement on the title page worded substantially as follows:

“This research was funded, in part, by the U.S. Government. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the U.S. Government.”

ARTICLE XI: CIVIL RIGHTS ACT

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. The Performer has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act.

ARTICLE XII: SECURITY

The Performer shall not develop and/or handle classified information in the performance of this Agreement. No DD254 is currently required for this Agreement.

ARTICLE XIII: KEY PERSONNEL

A. The Performer shall notify the AO in writing prior to making any change in key personnel. The following individuals are designated as key personnel for the purposes of this Agreement:

Name	Role/Title
[INSERT NAME]	[INSERT ROLE/TITLE]
[INSERT NAME]	[INSERT ROLE/TITLE]

B. When replacing any of the personnel identified above, the Performer must demonstrate that the qualifications of the prospective personnel are acceptable to the Government as reasonably determined by the Program Manager. Substitution of key personnel shall be documented by modification to the Agreement made in accordance with the procedures outlined in Article III, Section C.

ARTICLE XIV: APPLICABLE LAW

United States Federal law will apply to the construction, interpretation, and resolution of any disputes arising out of or in connection with this Agreement.

ARTICLE XV: SEVERABILITY

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

ARTICLE XVI: ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement and language set forth in the Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) The Agreement, and (2) all Attachments to the Agreement.

ARTICLE XVII: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the Performer and the DARPA AO. This Agreement, or modifications thereto, may be executed in counterparts each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

(OPTIONAL) ARTICLE XVIII: ASSOCIATE CONTRACTOR AGREEMENT (ACA)

- A. It is recognized that success of the Program depends in part upon the open exchange of information between the various Associate Contractors involved in the effort. This Article is intended to insure that there will be appropriate coordination and integration of work by the Associate Contractors to achieve complete compatibility and to prevent unnecessary duplication of effort. By executing this Agreement, the Performer assumes the responsibilities of an Associate Contractor. For the purpose of this Article, the term Contractor includes subsidiaries, affiliates, and organizations under the control of the Contractor (e.g. subcontractors).
- B. Work under this contract may involve access to proprietary or confidential data from an Associate Contractor. To the extent that such data is received by the Contractor from any Associate Contractor for the performance of this Agreement, the Contractor hereby agrees that any proprietary information received shall remain the property of the Associate Contractor and shall be used solely for the purpose of the Program. Only that information which is received from another contractor in writing and which is clearly identified as proprietary or confidential shall be

protected in accordance with this Article. The obligation to retain such information in confidence will be satisfied if the Contractor receiving such information utilizes the same controls as it employs to avoid disclosure, publication, or dissemination of its own proprietary information. The receiving Contractor agrees to hold such information in confidence as provided herein so long as such information is of a proprietary/confidential or limited rights nature.

- C. The Contractor hereby agrees to closely cooperate as an Associate Contractor with the other Associate Contractors on this research effort. This involves as a minimum:
 - (1) Maintenance of a close liaison and working relationship;
 - (2) Maintenance of a free and open information network with all Government-identified Associate Contractors;
 - (3) Delineation of detailed interface responsibilities;
 - (4) Entering into a written agreement with the other Associate Contractors setting forth the substance and procedures relating to the foregoing, and promptly providing the Agreements Officer/Procuring Contracting Officer with a copy of same; and,
 - (5) Receipt of proprietary information from the Associate Contractor and transmittal of Contractor proprietary information to the Associate Contractors subject to any applicable proprietary information exchange agreements between associate contractors when, in either case, those actions are necessary for the performance of either.
- D. In the event that the Contractor and the Associate Contractor are unable to agree upon any such interface matter of substance, or if the technical data identified is not provided as scheduled, the Contractor shall promptly notify the AO, AOR and DARPA PM. The Government will determine the appropriate corrective action and will issue guidance to the affected Contractor.
- E. The Contractor agrees to insert in all subcontracts hereunder which require access to proprietary information belonging to the Associate Contractor, a provision which shall conform substantially to the language of this Article, including this Section (E).
- F. Associate Contractors for the Program include:

<u>Performer</u>	<u>Technical Area (TA)</u>
<i>[IDENTIFY APPLICABLE PERFORMERS AND TA/S]</i>	
- G. The information exchanged under an ACA per this Article shall not be considered government furnished property/information for any purposes whatsoever.

(OPTIONAL) ARTICLE XIX: GOVERNMENT FURNISHED PROPERTY/INFORMATION

- A. Government furnished property/information will not be provided to the Performer in performance of this Agreement.
- B. The Government agrees that it will not provide to the Performer any (1) technical data or other information that is controlled by International Traffic in Arms Regulations (“ITAR”) or Category 0 or the 600 Series of the United States Export Administration Regulations (“EAR”); (2) other military information; or (3) information that by its nature would be restricted in such a manner as to preclude delivery to non-U.S. citizens (collectively, “Non-Free Access Data”). Accordingly, the Government agrees that it shall not provide feedback, suggested modifications or feature requests that are related to, or in furtherance of, a defense, military, or nuclear purpose or end-use, or are

related to any article or service listed in the ITAR's United States Munitions List, or the EAR's Commerce Control List 600 Series or Category 0. Further, the Performer is expressly authorized to use non-U.S. citizens for the performance of this Agreement.

In the event that the Government desires to provide Non-Free Access Data to the Performer, the Government agrees to withhold the disclosure of such Non-Free Access Data until the Performer agrees in writing prior to disclosure to accept such information after a joint review process. The purpose of this process is to facilitate or confirm the export classification of any included technical data or information, if any, included in the Government Furnished Data.

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TASK DESCRIPTION DOCUMENT

(Including Initial Program Plan)

Program Summary (overall DARPA program goals and objectives)

[INSERT PROJECT SUMMARY NARRATIVE]

Project Summary (Project goals, objectives, metrics, etc.)

[INSERT PROGRAM SUMMARY NARRATIVE]

Research Tasks

[INSERT, FOR EACH TASK, A NARRATIVE TASK DESCRIPTION]

Phase 1

Task 1

Task 2.....

Phase 2

Task 1

Task 2.....

Phase 3

Task 1

Task 2.....

Deliverables (Data and Material Items)

[IDENTIFY, FOR EACH PHASE, DATA AND/OR MATERIAL DELIVERABLES]

Phase 1

Data Items

Material Items

Phase 2

Data Items

Material Items

Phase 3

Data Items

Material Items

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REPORT REQUIREMENTS

A. REPORTS

On or before ninety (90) calendar days after the effective date of the Agreement and thereafter throughout the term of the Agreement, the Performer shall submit or otherwise provide a technical status report. One (1) copy shall be submitted or otherwise provided to the individuals listed at Article IV(A). The report will detail technical progress to date and report on all problems, technical issues, major developments, and the status of external collaborations during the reporting period.

Email submissions are encouraged and may be password protected if deemed necessary.

“DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies; Critical Technology, Proprietary Information and Premature Dissemination; 1 August 2017. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at public_release_center@darpa.mil.”

B. ANNUAL PROGRAM PLAN DOCUMENT

The Performer shall submit or otherwise provide to the individuals listed at Article IV(A) the Annual Program Plan document as described in Article III.

Email submissions are encouraged and may be password protected if deemed necessary.

C. SPECIAL TECHNICAL REPORTS

As agreed to by the Performer and the AOR, the Performer shall submit or otherwise provide to the individuals listed at Article IV(A) one (1) copy each of special reports on significant events such as significant target accomplishments by the Performer, significant tests, experiments, or symposia.

Email submissions are encouraged and may be password protected if deemed necessary.

“DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies; Critical Technology, Proprietary Information and Premature Dissemination; 2 February 2017. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at public_release_center@darpa.mil.”

D. MILESTONE REPORTS

The Performer shall submit or otherwise provide to the individuals listed at Article IV(A) documentation describing the accomplishment of Attachment 3 payment milestones. This information shall be as required by Article V, paragraph B and shall be sufficient for the DARPA AOR to reasonably verify the accomplishment of the milestone in accordance with the TDD.

Email submissions are encouraged and may be password protected if deemed necessary.

“DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies; Critical Technology, Proprietary Information and Premature Dissemination; 2 February 2017. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at public_release_center@darpa.mil.”

E. FINAL REPORT

(NOTE: The Final Report is included in the last milestone for the completed Agreement)

The Performer shall submit or otherwise provide a Final Report making full disclosure of all major developments by the Performer upon completion of the Agreement or within sixty (60) calendar days of termination of this Agreement. One (1) copy shall be submitted or otherwise provided to the individuals listed at Article IV(A) as well as:

- a. The DARPA Closeout team at CMO_closeout@darpa.mil.
- b. The Defense Technical Information Center (DTIC), Attn: DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-0944. Information regarding submission to DTIC, including electronic submission, is provided at <http://www.dtic.mil/dtic/submit/submit.html>.

Email submission is encouraged and may be password protected if deemed necessary.

“DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies; Critical Technology, Proprietary Information and Premature Dissemination; 2 February 2017. Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at public_release_center@darpa.mil.”

F. EXECUTIVE SUMMARY

The Performer shall submit a one to two page executive-level summary of the major accomplishments of the Agreement and the benefits of using the “other transactions” authority pursuant to 10 U.S.C. § 2371 upon completion of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for both the military and commercial sectors. One (1) copy shall be submitted to the DARPA AO

G. PATENT AND INVENTION DISCLOSURE AND REPORTING

See Article VII.

For all reports/communications not submitted via I-Edison, email submission is encouraged and may be password protected if deemed necessary.

Note: The above data deliverables shall also be marked per Article VII(B), as applicable.

SCHEDULE OF MILESTONES AND PAYMENTS
[INSERT DATE]

<u>MS NO.</u>	<u>DESCRIPTION</u>	<u>DUE DATE*</u>	<u>PAYMENT AMOUNT</u>	<u>CLIN/ACRN</u>
1-1	[INSERT MILESTONE NAME] [INSERT MILESTONE DESCRIPTION] [INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]	X	\$	0001/AA
1-2	[INSERT MILESTONE NAME] [INSERT MILESTONE DESCRIPTION] [INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]	X	\$	0002/AA
1-3	[INSERT MILESTONE NAME] [INSERT MILESTONE DESCRIPTION] [INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]	X	\$	0003/ Not Yet Funded
1-4	[INSERT MILESTONE NAME] [INSERT MILESTONE DESCRIPTION] [INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]	X	\$	0004/ Not Yet Funded
1-5	[INSERT MILESTONE NAME] [INSERT MILESTONE DESCRIPTION] [INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]	X	\$	0005/ Not Yet Funded
Phase 1 Total			\$	
2-1	[INSERT MILESTONE NAME] [INSERT MILESTONE DESCRIPTION]	X	\$	0006/ Not Yet Exercised

	<i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>			
2-2	<i>[INSERT MILESTONE NAME]</i> <i>[INSERT MILESTONE DESCRIPTION]</i> <i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>	X	\$	0007/ Not Yet Exercised
2-3	<i>[INSERT MILESTONE NAME]</i> <i>[INSERT MILESTONE DESCRIPTION]</i> <i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>	X	\$	0008/ Not Yet Exercised
2-4	<i>[INSERT MILESTONE NAME]</i> <i>[INSERT MILESTONE DESCRIPTION]</i> <i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>	X	\$	0009/ Not Yet Exercised
Phase 2 Total			\$	
3-1	<i>[INSERT MILESTONE NAME]</i> <i>[INSERT MILESTONE DESCRIPTION]</i> <i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>	X	\$	0010/ Not Yet Exercised
3-2	<i>[INSERT MILESTONE NAME]</i> <i>[INSERT MILESTONE DESCRIPTION]</i> <i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>	X	\$	0011/ Not Yet Exercised
3-3	<i>[INSERT MILESTONE NAME]</i> <i>[INSERT MILESTONE DESCRIPTION]</i> <i>[INSERT MILESTONE EXIT CRITERIA TO INCLUDE, IF APPLICABLE, DATA AND/OR MATERIAL DELIVERABLES]</i>	X	\$	0012/ Not Yet Exercised

	Phase 3 Total		\$	
	Total		\$	

*Months after Effective Date of Agreement

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AGREEMENTS OFFICER'S REPRESENTATIVE

[INSERT IMAGE OF SIGNED AOR APPOINTMENT MEMO HERE]

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