



**U.S. Department of State
FEDERAL ASSISTANCE AWARD**

1. Recipient Name ARIZONA STATE UNIVERSITY DBA ORSPA		2. Assistance Type:	
3. Address PO BOX 876011 TEMPE, AZ 85287-6011 UNITED STATES		<input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Fixed Amount Award <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Property Grant <input type="checkbox"/> Voluntary Contribution	
5. Type of Entity U.S. Educational Institution		6. Unique Entity Identifier 943360412	7. EIN/ TIN *****
8. CFDA Number	9. Statutory Authority for Assistance	10. Award Number	
11. Period of Performance Start Date 05-Sep-2018 End Date 04-Sep-2019		12. Amendment Number M001	
13. Accounting and Appropriation Data		14. Funds Certified By	
Funding Distribution			
15.	Total Prior Costs	New Costs	Total Cost
U.S. Share of Costs	\$417,538.00 USD	\$80,000.00 USD	\$497,538.00 USD
Recipient Share of Costs	\$0.00 USD	\$0.00 USD	\$0.00 USD
Total Costs	\$417,538.00 USD	\$80,000.00 USD	\$497,538.00 USD
16. Purpose of the Federal Award Activity Cost amendment as described in initial award. All terms and conditions unchanged.			
17. Specific Award Conditions <input checked="" type="checkbox"/> Attached			
Agreement			
The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and 2 CFR Parts 200 and 600 including any subsequent revisions.			

U.S. Department of State Award Provisions



During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at: <https://www.state.gov/m/a/ope/index.htm>
- The applicable sections of [2 CFR §200](#) and [2 CFR §600](#); and
- All assurances and certifications made during the application process.

1) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

[REDACTED]

2) FEDERAL SHARE OF AWARD:

\$497,538.00 USD

3) PURPOSE AND OBJECTIVES OF AWARD:

a. Purpose:

ARIZONA STATE UNIVERSITY (hereinafter referred to as the Recipient), is hereby provided a federal award, the purpose of which is to:

The recipient will enhance the capability U.S. allies and partners to detect and defend against Russian state-sponsored disinformation efforts through the development and/or refinement of techniques and automated tools for identification and analysis of digital disinformation and propaganda.

The Recipient shall carry out the Agreement in accordance with its proposal dated: 05-Apr-2018, and any revisions to which both parties agree to in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

See attached Scope of Work.

4) CONTACT INFORMATION:

a. Grants Officer:

Name:

Post/Bureau:

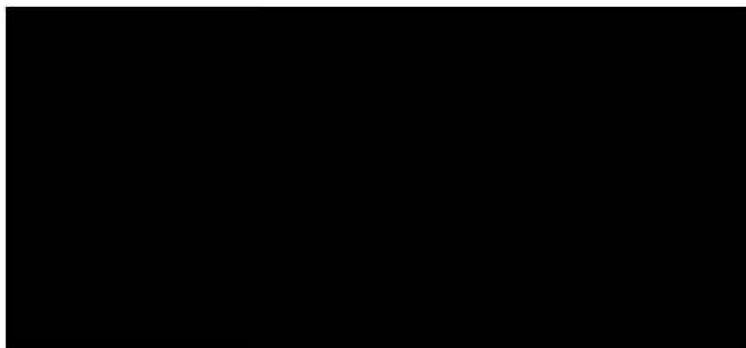
Section:

Street Address:

Zip Code:

E-mail:

Telephone:



b. Grants Officer Representative:

Name:

Post/Bureau:

Section:

Street Address:

Zip Code:

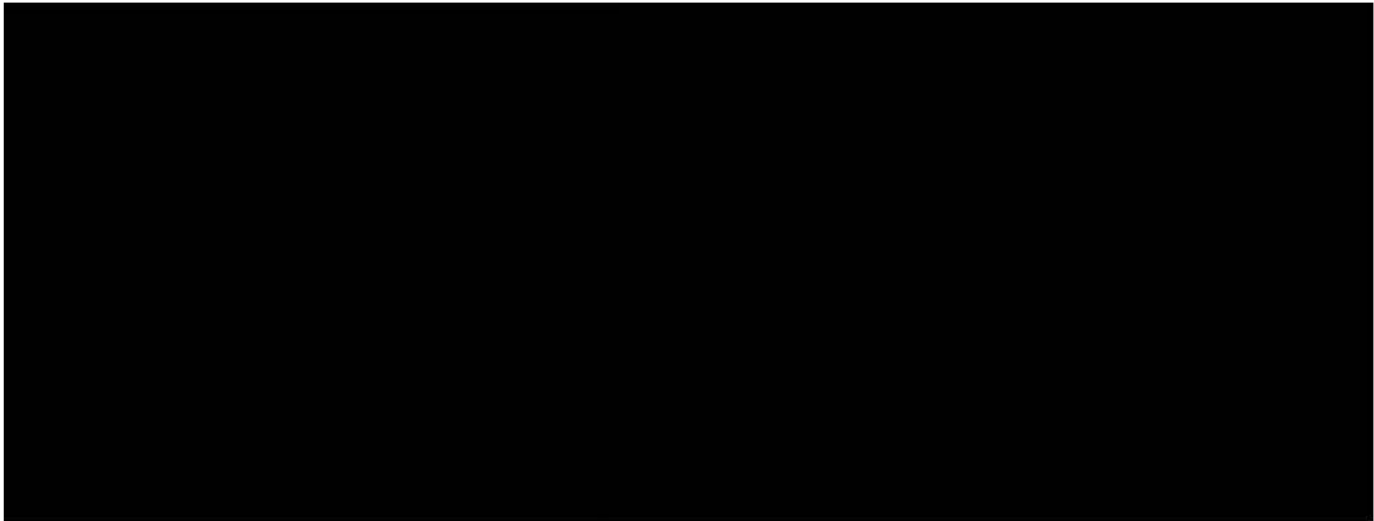
E-mail:

Telephone:



5) AUTHORIZED BUDGET SUMMARY:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance.



6) INDIRECT COSTS:

Type	Rate %	Applicable to
Predetermined	56.5%	Modified total direct costs.

The base of application for the rate(s) above is defined in the Recipient's Negotiated Indirect Cost Rate Agreement dated 05-Jul-2017.

7) PRE-AWARD COSTS:

N/A

8) PROGRAM INCOME:

Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs in order to determine the net allowable costs for the award.

9) COST SHARING:

N/A

10) SUBRECIPIENTS:

Subawards not included in the Recipient's approved budget must be submitted to the

Grants Officer prior to execution in order to determine cost allowability.

All subawards must comply with the requirements of [2 CFR §200.331](#)--Requirements for pass-through entities. Upon issuing a subaward, the Recipient is required to submit an executed copy to the Grants Officer.

11) PAYMENTS:

Payments under this award will be made through the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS). Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. Instructions for requesting payments are available at: <https://pms.psc.gov/>.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Failure to comply with the terms and conditions of this award may result in payment delays.

12) REPORTING AND MONITORING:

The Recipient is required to submit Quarterly performance and Quarterly financial reports. All reports must be signed and certified by an authorized representative of the Recipient organization. All performance progress reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

Reports are due 30 days after the end of a reporting period and in accordance with the schedule below. **A final program and financial report is due 90 calendar days after the period of performance end date.** Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or delays in payments.

Performance Progress Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	05-Sep-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	04-Sep-2019	04-Oct-2019
Final	05-Sep-2018	04-Sep-2019	03-Dec-2019

Federal Financial Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	05-Sep-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	04-Sep-2019	04-Oct-2019
Final	05-Sep-2018	04-Sep-2019	03-Dec-2019

Financial Reports:

All financial reports must be submitted using form SF-425--Federal Financial Report. Financial reports shall be completed in the Payment Management system. Instructions for completing the SF-425 in PMS are available at: <https://pms.psc.gov/>

Financial Reports completed in PMS must also be downloaded and submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

Performance Reports:

As appropriate, performance reports must contain:

- A comparison of actual accomplishments to the objectives of the federal award established for the period. This should include information on how costs are tied to accomplishments:
- The reasons why established goals were not met, and
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs.

Performance Reports must be submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

13) SUBSTANTIAL INVOLVEMENT:

N/A

14) WAIVER OF ACKNOWLEDGMENT OF DEPARTMENT OF STATE SUPPORT AND BRANDING AND MARKING REQUIREMENTS:

The Department of State Standard Terms and Conditions for Federal Awards requires that materials produced under a federal award be marked appropriately to acknowledge the support of the U.S. Department of State. However, the Department of State has determined that for the purposes of this award, the Recipient is not required to publicly display Department of State and/or U.S. government branding and marking for materials produced under this award, nor insert the disclaimers required in the Standard Terms and Conditions.

15) ADDITIONAL BUREAU/POST SPECIFIC REQUIREMENTS:

Depending upon the availability of funding, this award will be incrementally funded with \$80,000 added to the Personnel budget line item via amendment. Should funds not become available, GEC will expect that this budget and SoW will be revised and mutually agreed to via amendment.

16) SPECIFIC CONDITIONS:

N/A

17) SPECIAL PROVISION FOR PERFORMANCE IN A DESIGNATED COMBAT AREA:

N/A

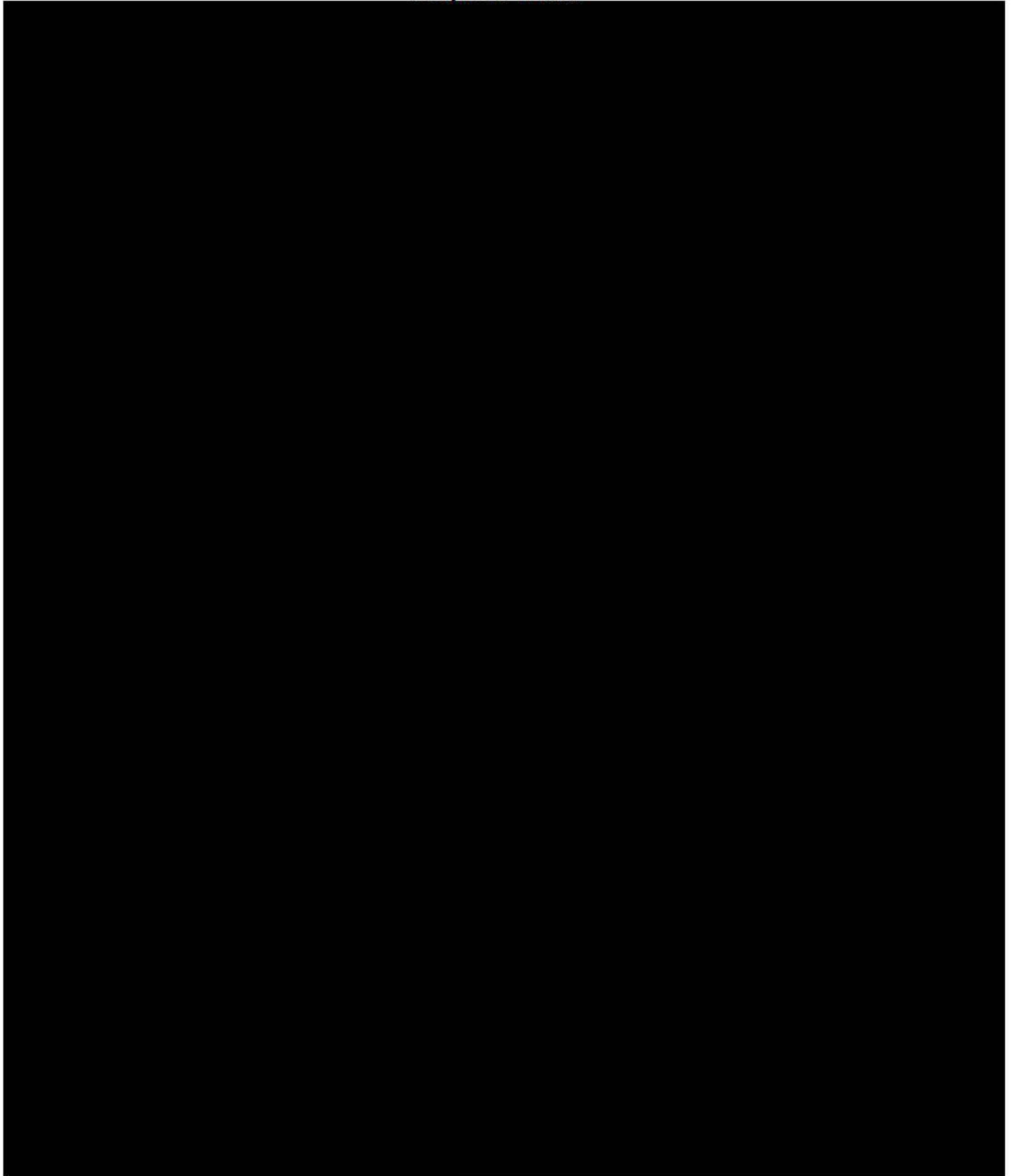
18) STATE DEPARTMENT LEAHY AMENDMENT VETTING REQUIREMENTS:

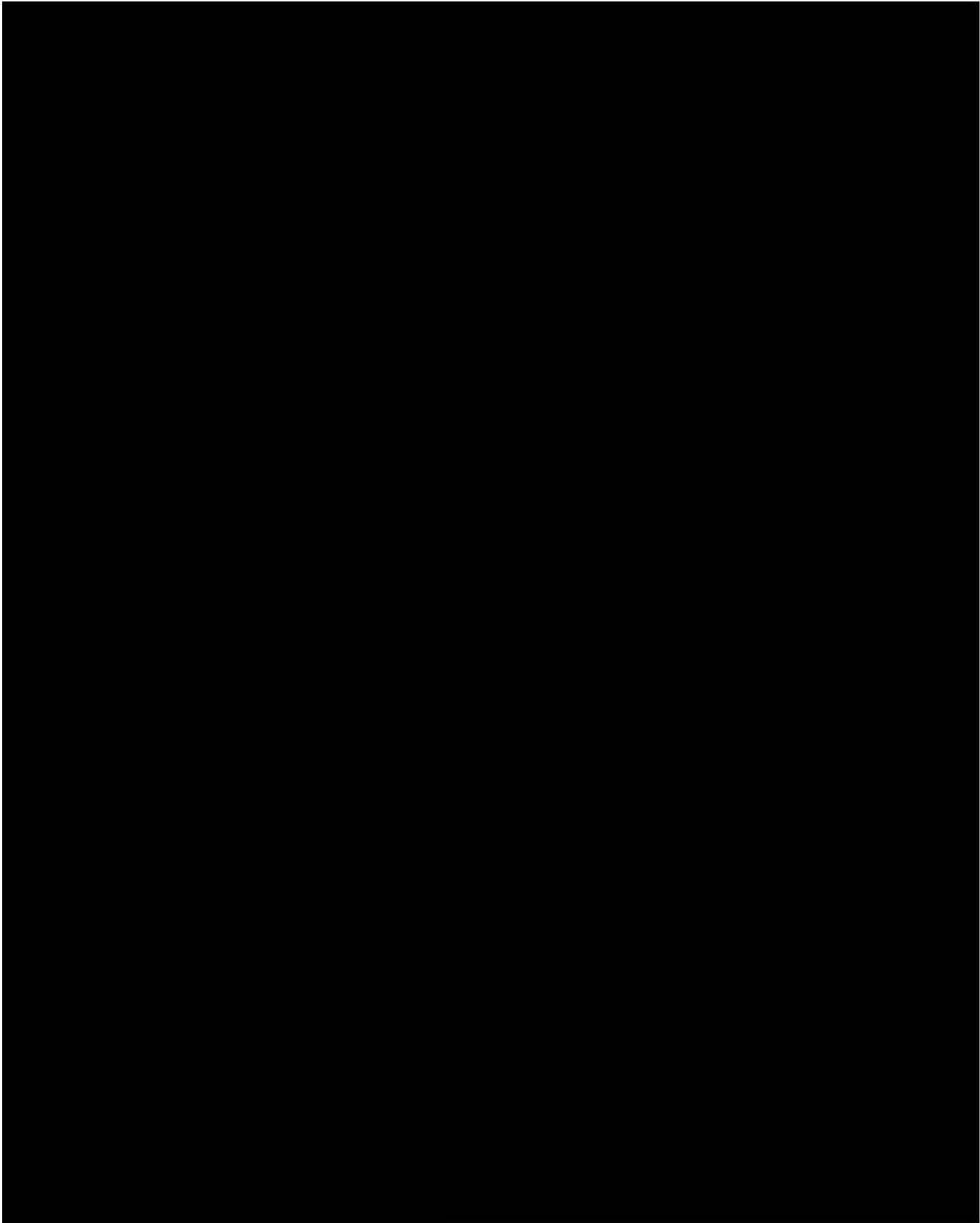
N/A

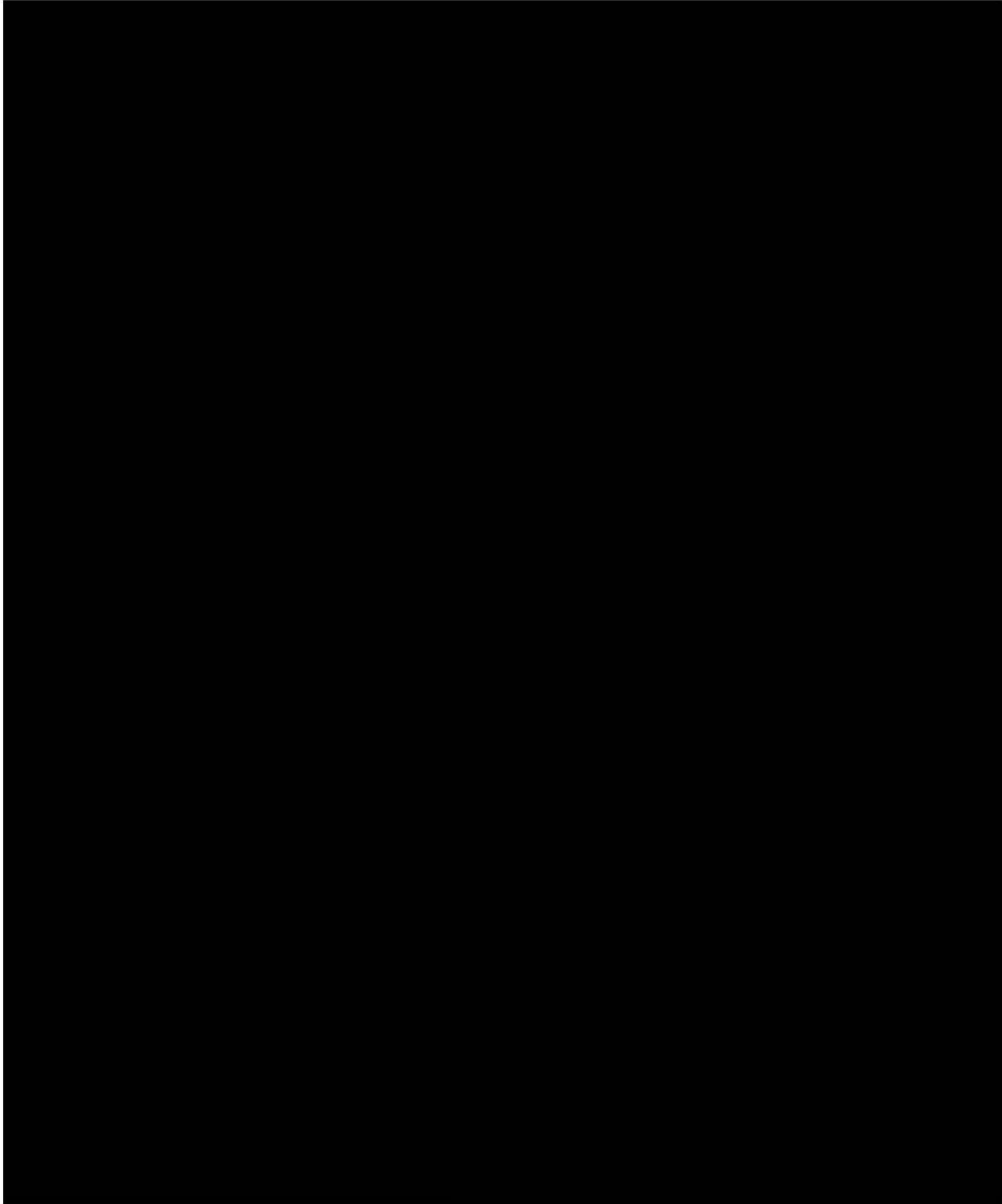
19) PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE:

N/A

**CSD Mission
Scope of Work**







- 4 -

NOTE: The activities in this Scope of Work are based on recipient's proposal dated *April 2018*, which is incorporated by reference. In the event of any discrepancies, this Scope of Work takes precedence.

KEY TERMS AND DEFINITIONS

Baseline: Data that are collected before or at the start of a program, project, or process and provide a basis for planning and/or assessing subsequent progress and impact.

Evaluation: The systematic collection and analysis of information about the characteristics and outcomes of programs, projects, or processes as a basis for making judgments, improving effectiveness and informing decisions about current and future programs, projects, and processes. Evaluation is distinct from assessment, which may be designed to examine country or sector context to inform program or project design.

Goal: The highest-order outcome or end state to which a program, project, process, or policy is intended to contribute.

Impact: A result or effect that is caused by or attributable to a program, project, process, or policy. Impact is often used to refer to higher-level effects that occur in the medium- or long-term, and can be intended or unintended and positive or negative.

Logic Model: A rigorous methodology used for program or project design that focuses on the causal linkages between project inputs, activities, outputs, short-term outcomes, and long-term outcomes. It is a visual representation that shows the sequence of related events connecting a planned program's or project's objectives with its desired outcomes.

Monitoring: An ongoing system of gathering information and tracking performance to assess progress against established goals and objectives.

Objective: A statement of the condition or state one expects to achieve toward accomplishing a program, process, or project goal.

Outcome – A results or effect that is caused by or attributed to the project, program, or policy. Outcome is often used to refer to more immediate and intended effects.

Outputs – The products, goods, and services which result from a project or program.

Performance Indicator: A particular characteristic or dimension used to measure intended changes. Performance indicators are used to observe progress and to measure actual results compared to expected results.

Performance Management: The systematic process of collecting, analyzing, and using performance monitoring data and evaluations to track progress, influence decision-making, and improve results.

Pilot: Any new, untested approach that is implemented to learn of its potential feasibility and efficacy/effectiveness because it is anticipated to be replicated or expanded in scale or scope.

Process: A systematic series of actions or steps taken to achieve a particular end.

Program: A set of activities, processes, or projects aimed at achieving a goal or objective that is typically implemented by several parties over a specified period of time and may cut across sectors, themes, and/or geographic areas.

Program design: The process of analyzing the context, identifying the root causes of issues to be addressed, and constructing logic and a theory of how and why a proposed program, project, or process will work.

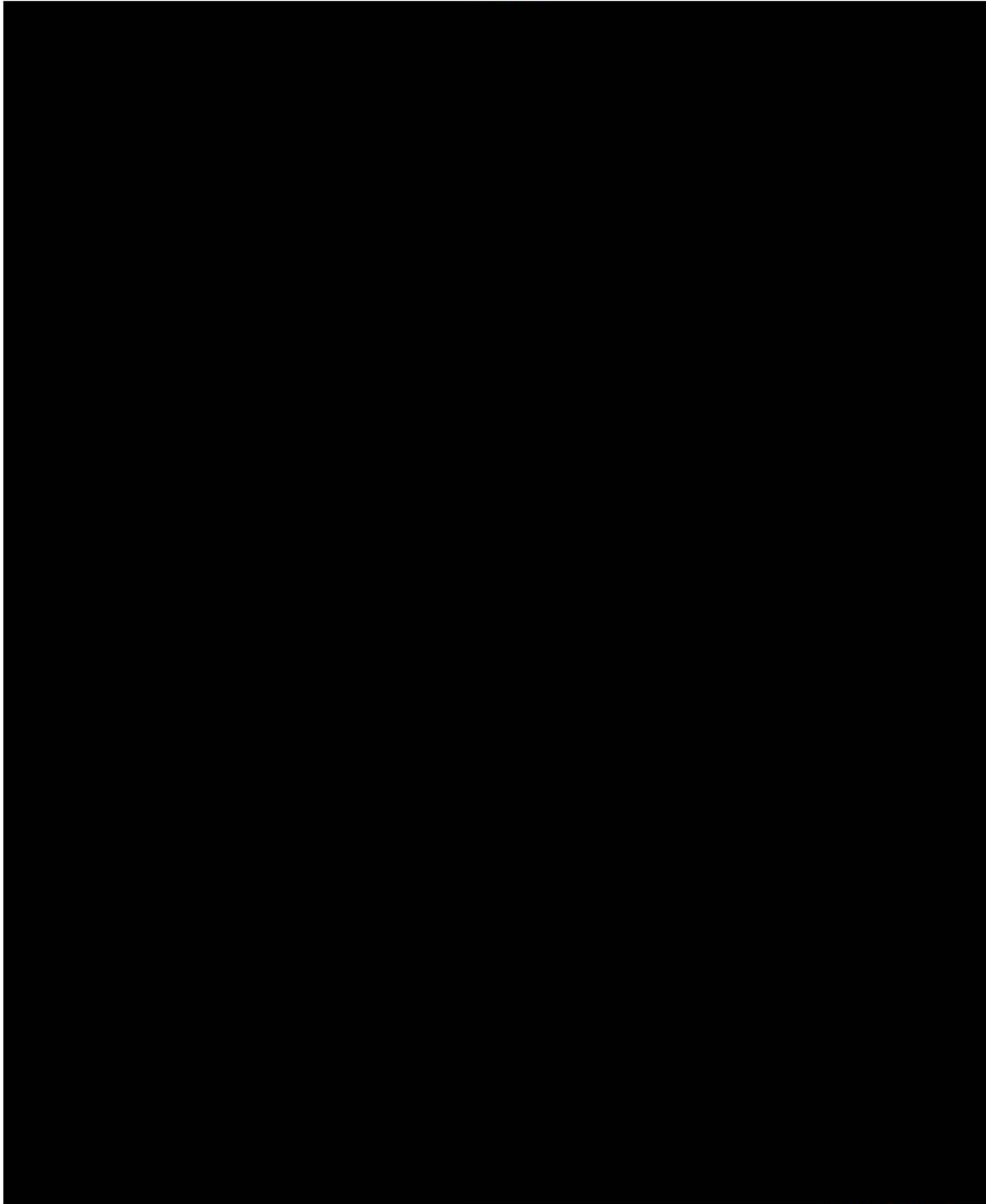
Project: A set of activities intended to achieve a defined product, service, or result with specified resources within a set schedule. Multiple projects often make up the portfolio of a program and support achieving a goal or objective.

Situational Analysis: A review of the current state or conditions that could affect the design, implementation, or outcome of a program, project, or process.

LINE-ITEM BUDGET

Arizona State University

Disinformation Cascades: Analyzing Propaganda and Disinformation Through Rhetorical and Operational Signatures in the European Theater
6/1/2018-5/31/2019





**THE U.S. DEPARTMENT OF STATE
STANDARD TERMS AND CONDITIONS
TABLE OF CONTENTS**
Revised April 8, 2016
Effective December 28, 2015

Provisions	Page
I. INTRODUCTION.....	2
II. ORDER OF PRECEDENCE	2
III. CONTROLLING LANGUAGE	2
IV. DEPARTMENT OF STATE (DOS) RESPONSIBILITIES	2
V. FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS).....	3
VI. NON-FEDERAL ENTITY RESPONSIBILITIES AND COMPLIANCE WITH FEDERAL REQUIREMENTS	3
VII. MANDATORY DISCLOSURE	4
VIII. CONFIDENTIALITY INFORMATION	5
IX. CONFLICT OF INTEREST AND FEDERAL ASSISTANCE AWARDS	6
X. LIABILITY	6
XI. FINANCIAL MANAGEMENT SYSTEM (FMS) REQUIREMENTS	7
XII. PAYMENTS.....	7
XIII. PRIOR APPROVAL REQUIREMENTS	8
XIV. PERIOD OF AVAILABILITY OF FUND.....	8
XV. INDIRECT COSTS	9
XVI. PUBLICATION FOR PROFESSIONAL AUDIENCES	9
XVII. BRANDING AND MARKING STRATEGY.....	9
XVIII. TRAVEL	10
XIX. PROHIBITION AGAINST ASSIGNMENT.....	11
XX. MONITORING AND REPORTING REQUIREMENTS	11
XXI. POST-AWARD REQUIREMENTS FOR CLOSEOUT	14
XXII. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS	15
XXIII. AUDITS	15
XXIV. DEBARMENT AND SUSPENSION	16
XXV. TERMINATION	17
XXVI. CERTIFICATION REGARDING LOBBYING	18
XXVII. SECTION 504 REHABILITATION ACT	19
XXVIII. AWARDS TO FAITH-BASED & COMMUNITY ORGANIZATIONS	19
XXIX. RELIGIOUS PERSECUTION	19
XXX. PROHIBITION ON ABORTION RELATED ACTIVITIES	20
XXXI. MINORITY BUSINESS PARTICIPATION, EXECUTIVE ORDER 12432	20
XXXII. TRAFFICKING IN PERSONS	20
XXXIII.	B
LOCKING PROPERTY AND PROHIBITING TRANSACTIONS WHO COMMIT, THREATEN TO COMMIT OR SUPPORT TERRORISM, EXECUTIVE ORDER 13224.....	22

I. Introduction

The non-Federal entity and any sub-non-Federal entity must, in addition to the assurances and certifications made as part of the award, comply with all applicable terms and conditions during the project period.

II. Order of Precedence

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.
- B. Code of Federal Regulations (CFR)
- C. Award Specifics
- D. Standard Terms and Conditions
- E. Other documents and attachments

III. Controlling Language

In accordance with [2 CFR 200.111](#), it is the Department of State's policy that all award documents must be in the English language and in terms of U.S. dollars, including correspondence and supporting documents. If an award or any supporting documents are provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.

IV. Department of State (DOS) Responsibilities

DOS has overall responsibility for Department-funded awards, including providing oversight for technical, programmatic, financial and administrative performance.

Agency Award Administrator - Grants Officer (GO)

The GO is responsible for all actions on behalf of the DOS, including entering into, changing, or terminating an award. The GO is authorized by a warrant issued by the Procurement Executive in the Office of the Procurement Executive. In addition, the GO is responsible for administrative coordination and liaison with the non-Federal entity.

The GO is the only person authorized to approve changes in any of the requirements in the award. In the event the non-Federal entity effects any change at the direction of any person other than the GO, the change(s) will be considered to have been made without authority and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.

Agency Program Contact - Grants Officer Representative (GOR)

In accordance with DOS standard policy, the GO is responsible for all aspects of the award, but may designate technically qualified personnel to join in the administration of grants. The GOR is delegated by the GO and responsible for the programmatic, technical, and/or scientific aspects of the award. Non-Federal entities should direct any correspondence related to programmatic and budgetary issues to both the GO and GOR.

V. Federal Awardee Performance and Integrity Information System (FAPIIS)

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-Federal entity recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section [872 of Public Law 110-417, as amended \(41 U.S.C. 2313\)](#).

VI. Non-Federal Entity Responsibilities and Compliance with Federal Requirements

The non-Federal entity is responsible for notifying DOS of any significant problems relating to the administrative, programmatic or financial aspects of the award.

The non-Federal entity has full responsibility for the management of the project or activity supported under the award and for adherence to Federal regulations and the award terms and conditions. Although the non-Federal entity is encouraged to seek the advice and opinion of the GO and/or the GOR on special problems that may arise, such advice does not diminish the non-Federal entity's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to DOS.

Non-Federal entity Key Personnel:

Within thirty (30) days after the date of execution of the award, the non-Federal entity must furnish names, titles, and brief biographical sketches (if these have not been previously furnished), including information on the education and experience of key personnel in charge of the award project and other key professional and supervisory personnel; i.e., the members of the professional staff in a program supervisory position engaged for or assigned to duties under the award to the Grants Officer. The non-Federal entity must also provide similar information for Executive officer personnel that may subsequently be assigned by the non-Federal entity to perform duties in connection with the award. Any changes, prolonged absences, or significant adjustments of total time

devoted to the award project of any listed personnel should be brought to the attention of the GO and requires prior written approval.

Sub-Non-Federal entity Flow Down Requirement:

In accordance with [2 CFR 330](#), terms and conditions flow down to all non-Federal entity subrecipients and contractors, and must be appropriately addressed in the performing organization's sub-award instrument. All cost reimbursement sub-awards (sub-grants, subcontracts, etc.) are subject to those Federal cost principles applicable to the particular organization concerned.

Administrative and Allowable Cost Requirements:

All non-Federal entities shall comply with the following terms and conditions unless otherwise specified in the award

Certain applicable Federal administrative standards are incorporated by reference. Appropriate officials are made aware that electronic copies containing the complete text of the circulars are available on the Government Printing office www.ecfr.gov website and specifically at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

In addition, all 2 CFR references are available on the Department of State's website at: <https://statebuy.state.gov>.

The principal investigator(s) or project director(s) shall receive a copy of the terms and conditions, including the award -specific requirements, and any subsequent changes in the terms and conditions.

The appropriate non-Federal entity officials shall be made aware of the terms and conditions made available by DOS in electronic form at <https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx>. These term and conditions may be duplicated, copied or otherwise reproduced as appropriate.

This provision does not alter the non-Federal entity's full responsibility for conduct of the project and compliance with all terms and conditions.

VII. Mandatory Disclosure

Consistent with [2 CFR 200.113](#), the non-federal entity must disclose, in a timely manner, in writing to the Office of the Inspector General (OIG) for the Department of State, with a copy to the cognizant Grants Officer, all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award.

Subrecipients must disclose, in a timely manner, in writing to the OIG and to the prime recipient (pass-through entity) all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338](#) "Remedies for Noncompliance", including suspension or debarment.

Forward disclosures to:



VIII. Confidentiality of Information

Confidential information, as used in this Provision, means:

- Information or data of a personal nature about an individual that, if released, would constitute a clearly unwarranted invasion of personal privacy.

In addition to the types of confidential information described above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions, which might threaten public health or safety if acted upon.

The Grants Officer and the non-Federal entity may, by mutual consent, identify elsewhere in this award specific information and/or categories of information which the Government will furnish to the non-Federal entity or that the non-Federal entity is expected to generate which is confidential. Similarly, the Grants Officer and the non-Federal entity may, by mutual consent, identify such confidential information from time to time during the performance of the agreement.

If it is established that information to be utilized under this award is subject to the Privacy Act, the non-Federal entity will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

Under Recipient's policy as a public university, the results of work performed under this agreement must be publishable and agrees that Recipient and its employees and students engaged in work hereunder shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertation, or otherwise of their own choosing,

Notwithstanding anything herein to the contrary, Recipient agrees to submit manuscripts of proposed publications to the Grants Officer prior to publication for review to ascertain that no confidential or proprietary information has been inadvertently disclosed by the proposed manuscript. A delay in publication for the Grants Officer to accomplish this review will be granted for thirty (30) days from receipt by the Grants Officer of such manuscript for review. In the event a patent application is being filed, Recipient agrees to an additional delay in publication for a period not to exceed one hundred twenty (120) days from the date the Grants Officer first received said manuscript for review.

Whenever the non-Federal entity is uncertain with regard to the proper handling of material under the Federal award, or if the material in question is subject to the Privacy Act or is confidential information subject to this Provision, the non-Federal entity shall obtain a written determination from the Grants Officer prior to any release, disclosure, dissemination, or publication.

IX. Conflict of Interest and Federal Assistance Awards

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of sub-awards and sub-contracts. No employee, officer, or agent may participate in the selection, award, or administration of a sub-award or subcontract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from another non-federal entity considered for a sub-award or subcontract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub non-Federal entities, subcontractors, or parties to sub-awards and subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting an award or procurement action involving a related organization.

The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity. If the effects of the potential or actual conflict of interest cannot be avoided, neutralized, or mitigated before award, the employee, officer or agent must recuse themselves from participating in the award. Where there is an organizational conflict, the prospective non-Federal entity is not eligible for the award.

If a potential or actual conflict of interest is identified after award and the effects cannot be avoided, neutralized or mitigated, the Federal awarding agency will terminate the award unless continued performance is determined to be in the best interest of the Federal government.

X. Liability

The non-Federal entity (ASU) will be responsible for its own negligent acts and omissions and the negligent acts and omissions of its agents, employees, and authorized servants during the performance of the award. The non-Federal entity warrants that it is self-insured pursuant to State of Arizona law as provided under Arizona Revised Statutes Sections 41-621 et seq. and thereby maintains coverage for liabilities arising from the acts or omissions of its employees. The non-Federal entity is subject to the statutory requirements imposed by Worker's Compensation law within the State of Arizona. Nothing in this statement shall be construed as enlarging the responsibility or liability of the non-Federal entity beyond that permitted by the laws of the State of Arizona.

Notification of Award for Similar Program

The non-Federal entity must immediately provide written notification to the Grants Officer Representative and the Grants Officer in the event that, subsequent to an award, other Federal financial assistance is received relative to that particular project award.

Protocol and Decorum

During the term of an award, the non-Federal entity will be associated with the Government in such a manner that the non-Federal entity's actions will reflect upon the Government and the United States. Therefore, the non-Federal entity will be held accountable for appropriate protocol and decorum during the award period of performance.

XI. Financial Management System (FMS) Requirements

Non-Federal entities must adhere to the Code of Federal Regulations ([2 CFR 200 Subpart D](#)) standards for financial management systems and methods for making payments, and rules for satisfying cost sharing and matching requirements, accounting for program income, budget revision approvals, making audits, determining allowability of costs, and establishing funds availability.

XII. Payments

Payment methods shall minimize the time elapsing between the transfer of funds from the U.S. Treasury and the issuance or redemption of checks, warrants, or payment by other means by the non-Federal entities. Payment methods of State agencies or instrumentalities shall be consistent with Treasury-State Cash Management Improvement Act (CMIA) agreements or default procedures codified at [31 CFR Part 205](#). Approval of payment requests will be based on the Recipient's progress towards achieving the award objectives, the amount of unexpended cash on-hand as reported in the [SF-425](#) and [SF-270](#), and the Recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.

Advances.

Non-Federal entities may be paid in advance, provided they maintain or demonstrate the willingness to maintain:

1. Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and
2. Financial management systems that meet the standards for fund control and accountability as established in [2 CFR Parts 200](#) and [600](#)

Requirements and Procedures.

Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the Department of State to the non-Federal entity.

In order of preference, advance payment mechanisms include:

1. Electronic funds transfer (EFT) via the Department of Health & Human Services (HHS) Payment Management System (PMS);
2. Department of State-issued electronic funds transfers (EFT); and
3. Treasury check.

The Department must authorize payment by a means other than through PMS.

Forms.

Unless otherwise specified in these Terms and Conditions, only the following forms shall be authorized for the non-Federal entities in requesting advances and reimbursements. The Department shall not require more than an original and two copies.

1. [SF-270](#), Request for Advance or Reimbursement. Requests for Treasury check advance payment shall be submitted on [SF-270](#), —Request for Advance or Reimbursement, or other forms as may be authorized by OMB. This form is not to be used when Treasury check advance payments are made to the non-Federal entity automatically through the use of a predetermined payment schedule or if precluded by special Department of State instructions for electronic funds transfer.
2. Payments under the award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS-SMARTLINK). PMS-SMARTLINK can also be accessed at the following address:
<http://www.dpm.psc.gov>.

If the non-Federal entity needs further assistance, they are to contact the GO identified on form [DS-1909](#). Non-Federal entities should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand in accordance with the policies established by the U.S. Treasury Department and mandated by OMB.

XIII. Prior Approval Requirements

For non-construction Federal awards, non-Federal entities must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons: (a) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator. (b) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval. (c) The transfer of funds budgeted for participant support costs as defined in [§200.75](#) “Participant support costs” to other categories of expense. (d) Unless described in the application and funded in the approved Federal awards, the sub-awarding, transferring or contracting out of any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services. (e) Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. (f) Rebudgeting more than 10% of the total approved award between direct cost categories.

XIV. Period of Availability of Funds

The project period of the award is indicated on the award cover sheet ([Form DS-1909](#)). The non-Federal entity may charge to the award only allowable costs resulting from obligations incurred during the project period. However, the funds shall be available—barring cancellation of the relevant appropriation— for closeout activities that occur after the project period, and the non-Federal entity shall liquidate all obligations incurred under the award no later than 90 days after the project period.

XV. Indirect Costs

Indirect costs will not be allowable charges against this award unless specifically included as a line item in the approved budget for this award.

Indirect cost recovery for any actual indirect costs incurred by the non-Federal entity which are greater than the indirect cost line item in the approved award budget is limited up to the award amount.

A non-profit organization which has not previously established an indirect cost rate with a Federal agency, that believes the DOS should be its cognizant agency, shall submit its initial indirect cost proposal immediately after the organization is advised that an award will be made and, in no event, later than three months after the effective date of the award. For all NICRA and indirect rate inquiries please contact AQM-NICRA@state.gov.

If a dispute arises in a negotiation of an indirect cost rate between DOS and the non-Federal entity, the dispute shall be resolved in accordance with the appeals procedures of the Department of State, Office of Acquisition Management (A/LM/AQM).

XVI. Publication for Professional Audiences

Any publications or articles resulting from the award must acknowledge the support of the Department of State and include a disclaimer of official endorsement as follows: “This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State”. The non-Federal entity must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

XVII. Branding and Marking Strategy

The Recipient shall recognize the United States Government’s funding for activities specified under this award at the project site with a graphic of the U.S. flag accompanied by one of the following two phrases based on the level of funding for the award:

- 1) Fully funded by the award: ‘Gift of the United States Government’
- 2) Partially funded by the award: ‘Funding provided by the United States Government’

Exemptions from this requirement may be allowable but must be agreed to in writing by the Grants Officer.

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, should be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The requirement does not apply to the Recipient's own corporate communications or in the United States.

The Recipient should ensure that all publicity and promotional materials underscore the sponsorship by or partnership with the U.S. Government or the U.S. Embassy. The Recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos.

The U.S. flag may replace or be used in conjunction with the Department of State seal, the U.S. embassy seal, or other DOS program logos.

Sub non-Federal entities and subsequent tier sub-award agreements are subject to the marking requirements and the non-Federal entity shall include a provision in the sub non-Federal entity agreement indicating that the standard, rectangular U.S. flag is a requirement.

In the event the non-Federal entity does not comply with the marking requirements as established in the approved assistance agreement, the Grants Officer Representative and the Grants Officer must initiate corrective action with the Non-Federal entity.

XVIII. Travel

All Federal Government-financed international air transportation must be accomplished by U.S. Flag air carriers or U.S. code sharing to the extent that service by those carriers is available. These circumstances are outlined below:

1. The United States – European Open Skies Air Transport Agreement ([U.S.-E.U. Open Skies Agreement](#)) is a bilateral/multilateral agreement that allows federal funded transportation services to use foreign air carriers under specific circumstances. Due to recent modifications to the U.S. – E.U. Open Skies Agreement, the Department's travel policy has been amended.
2. The modified agreement allows travelers to:
 - a. Use EU carriers if the travelers are not eligible to use City Pair Fares. Examples would be non-Federal entities and sub non-Federal entities of Federal Awards traveling between points not reflected in the approved Federal Award budget.
 - b. Use EU carriers between points in the United States and points OUTSIDE of the EU when there is no City Pair Fare on the route or the traveler is not eligible to use the fare. In essence, this allows travelers to compare costs and select between an EU and U.S. flag carrier when the flight originates, arrives in, or stops in any of the EU countries.

- c. For additional information regarding these issues, we invite the non-federal entity to review the frequently asked questions posted on our A/LM website at http://almopsttm.a.state.gov/EU_OPEN_SKIES_AMENDMENT_FAQ.asp or contact "TransportationQuery@state.gov."

For information on other "open skies" agreements into which the United States has entered, please refer to GSA's website at <http://www.gsa.gov/portal/content/103191>.

Refer to the electronic Code of Federal Regulations as codified published in Title [41 CFR 301.10](#), "Public Contracts and Property Management, Transportation Expenses" to obtain entire Fly America Act regulatory guidance on following website address: www.gpoaccess.gov/cfr/index.html

XIX. Prohibition Against Assignment

Notwithstanding any other provision of an award, the non-Federal entity must not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.

XX. Monitoring and Reporting Requirements

Monitoring

The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. Per Section 2 CFR 200.328 http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1328.

Annual Reconciliation of Continuing Assistance Awards. DOS must reconcile multi-year awards at least annually and evaluate program performance and financial reports. Items to be reviewed include a comparison of the non-Federal entity's work performance to its progress reports and project expenditures. See Section 7 of the U.S. Department of State Award Specific Provisions for details regarding reporting and monitoring.

Federal Funding Accountability and Transparency Act (FFATA) Reporting Procedures

Awards that are deemed 'sensitive' and therefore do not require FFATA reporting will be designated by a provision in Section 7 of the U.S. Department of State Award Specific provisions stating that this award is not subject to the Federal Funding Accountability and Transparency Act (FFATA) sub-award reporting requirements as outlined in the Office of Management and Budgets (OMB) guidance issued August 27, 2010.

Reporting of first-tier sub awards.

1. Applicability. Unless the non-Federal entity is exempt as provided under exemptions of this award term, the non-Federal entity must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in

- [section 1512\(a\)\(2\)](#) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub award to an entity (see definitions of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For sub award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. The non-Federal entity must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

Reporting Total Compensation of Non-Federal entity Executives.

1. Applicability and what to report. the non-Federal entity must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if -
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, the non-Federal entity received—
 - (A) 80 percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report executive total compensation described in paragraph 1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

Reporting of Total Compensation of Sub non-Federal entity Executives.

1. Applicability and what to report. Unless the non-Federal entity is exempt as provided in exemptions of this award term, for each first-tier sub non-Federal entity under this award, the non-Federal entity shall report the names and total compensation of each of the sub non-Federal entity's five most highly compensated executives for the sub non-Federal entity's preceding completed fiscal year, if—
 - i. in the sub non-Federal entity's preceding fiscal year, the sub non-Federal entity received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report sub non-Federal entity executive total compensation described in paragraph 1. of this award term:
- i. To the non-Federal entity.
 - ii. By the end of the month following the month during which the sub award is made. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the non-Federal entity must report any required compensation information of the sub non-Federal entity by November 30 of that year.

Exemptions

If, in the previous tax year, gross income, from all sources, was under \$300,000, the non-Federal entity are exempt from the requirements to report: Sub awards; and the total compensation of the five most highly compensated executives of any sub non-Federal entity.

Definitions.

For purposes of this award term:

1. Entity means all of the following, as defined in [2 CFR part 25](#):
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a sub non-Federal entity under an award or sub award to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Sub award:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible sub non-Federal entity.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program.
 - iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub non-Federal entity considers a contract.

4. Sub non-Federal entity means an entity that:
 - i. Receives a sub-award from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the sub award.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or sub non-Federal entity's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards [No. 123 \(Revised 2004\) \(FAS 123R\)](#), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXI. Post-Award Requirements for Closeout

Closeout procedures require:

1. submission by the grant non-Federal entity of final financial and program reports within ninety (90) calendar days after the project period end date;
2. reconciliation of all cost or expenditure discrepancies;
3. prompt payment of allowable costs;
4. immediate collection of any unexpended funds or disallowed costs;
5. de-obligation of excess funds; and
6. disposition of property and/or equipment acquired under the award.

The non-Federal entity must make every effort to obtain its Final Indirect Rate from its cognizant agency. The settlement for any upward or downward adjustment to the Federal share of costs for provisional NICRA rates are based on the non-Federal entity's submission of its Final [SF-425](#) and, for rate increases, the availability of funds remaining in the award obligation. Unrecovered indirect costs may be considered cost share or matching with prior approval of the Grants Officer. Note that the non-Federal entity must be able to substantiate any cost share.

If the non-Federal entity organization does not have its Final Indirect Rate within 12 months after the end of the project period end date, the Grants Officer shall proceed with close-out after which all funds remaining in the obligation shall be de-obligated.

XXII. Retention and Access Requirements for Records

The non-Federal entity must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report. Exceptions to the three-year rule are referenced in [2 CFR 200.333](#). For awards that are renewed quarterly or annually, the retention period is from the date of the submission of the quarterly or annual financial report as authorized by the Department. The Department must request transfer of certain records to its custody from non-Federal entities when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, DOS may arrange for non-Federal entities to retain any records that are continuously needed for joint use.

Timely and Unrestricted Access. DOS authorized officials, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of non-Federal entities that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but must last as long as records are retained.

XXIII. Audits

For all DOS awards to a U.S. based non-federal entity, regardless of business type, the non-Federal entities are subject to the audit requirements found in [2 CFR Part 200 Subpart F](#). In addition, the non-Federal entities are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7507.

Non-Federal entities that expend \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the revised circular.

The Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers and records of the non-Federal entity. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. DOS reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the non-Federal entities' documents and facilities.

The data collection form and the reporting package shall be submitted electronically to the Federal Audit Clearinghouse (<https://harvester.census.gov/sac>).

DOS and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in DOS possession pertaining to the award.

Audits of Foreign Non-Federal entity Organizations

All Foreign organizations that expend \$750,000 or more in a fiscal year in Federal awards must perform an independent, non-Federal entity-contracted Single Audit or Program Specific Audit.

Program-specific Audit – means an audit of one Federal award program. Single Audit – means an audit which includes both the entity’s financial statements and the Federal Awards to be conducted in accordance with [Generally Accepted Government Auditing Standards \(GAGAS\)](#).

The audits must be independently and professionally executed in accordance with GAGAS either prescribed by a government’s Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country’s laws or adopted by the host country’s public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the Grants Officer’s approval.

For sub-non-Federal entities expending \$750,000 or more in Department of State award funding during their fiscal year, Department of State standard audit provisions require that Prime non-Federal entities certify that audits of sub-non-Federal entities are performed annually and according to the standards described above.

The cost of audits may be charged either as an allowable direct cost to the award, or included in the organizations established indirect costs in the award’s detailed budget.

XXIV. Debarment and Suspension

Debarment and suspension are discretionary actions that, taken in accordance with this subpart, are appropriate means to effectuate this policy.

1. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the Government’s protection and not for purposes of punishment. Agencies shall impose debarment or suspension to protect the Government’s interest and only for the causes and in accordance with the procedures set forth in [2 CFR Part 180 subparts A Through I](#) and [2 CFR Part 601](#).
2. When more than one agency has an interest in the debarment or suspension of a non-Federal entity, the Interagency Committee on Debarment and Suspension, established under [Executive Order 12549](#), and authorized by [Section 873 of the National Defense Authorization Act, 2009 \(P. L. 110-417\)](#), shall resolve the lead agency issue and coordinate such resolution among all interested agencies prior to the initiation of any suspension, debarment, or related administrative action by any agency.

The non-Federal entity certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this award.

XXV. Termination

Awards may be terminated in whole or in part if any of the circumstances stated below apply:

National Security or Foreign Policy Interests

By DOS, if at any time DOS determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance is not consistent with the national security or foreign policy interests of the United States, or would be in violation of an applicable law. In such cases, DOS may, following notice to the non-Federal entity, suspend or terminate the award in whole or in part and prohibit the non-Federal entity from incurring additional obligations chargeable to the award other than those costs specified in the notice of suspension.

By Mutual Agreement

When DOS wishes to terminate a project, the GO will issue, in writing, a termination notice to the non-Federal entity's authorized representative with a copy to the project manager and the GOR. The non-Federal entities may terminate their performance of a project in whole or in part. When both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the award may be terminated by mutual consent. The non-Federal entities may terminate the project after the authorized representative advises the GO in writing; and concurrently sends a copy to the GOR. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an

appropriate written response. The two parties must agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The non-Federal entity must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. DOS will allow full credit to the non-Federal entities for the Federal Share of the obligations that cannot be cancelled properly incurred by the non-Federal entities prior to termination.

For Cause

DOS reserves the right to terminate the award in whole or in part at any time before the project period end date, whenever it is determined that the non-Federal entities have failed to comply with the conditions of the award. However, if DOS determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety.

DOS must promptly notify the non-Federal entities in writing of the determination and reasons for the termination, together with the effective date. Payments made to non-Federal entities or recoveries by DOS awards terminated for cause must be in accordance with the legal rights and liabilities of the parties.

XXVI. Certification Regarding Lobbying

As required by [Section 1352, Title 31 of the U.S. Code](#), and implemented at [2 CFR Part 418](#), for persons entering into a grant or cooperative agreement over \$100,000, the applicant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all non-Federal entities shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVII. Section 504 of the Rehabilitation Act

[Section 504 of the Rehabilitation Act](#) provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance. A non-Federal entity of federal financial assistance must provide programs and services in a manner that does not discriminate based on disability and ensures equal access and opportunity for people with disabilities.

For the purpose of [Section 504](#), the term individual with a disability means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such impairment, or (c) is regarded as having such impairment.

XXVIII. Awards to Faith-Based and Community Organizations

The non-Federal entity may not discriminate against any beneficiary or prospective beneficiary under this award on the basis of religion or belief:

Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the non-Federal entity may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Unless specifically authorized by the Department of State, non-Federal entities that engages in explicitly religious activities, including activities that involve overt religious content such as *worship, religious instruction, and proselytization*, must perform such activities and offer such services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such explicitly religious activities must be voluntary.

If the non-Federal entity makes sub-awards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

XXIX. Religious Persecution

The non-Federal entity must ensure that its personnel take into account in their work the considerations reflected in the International Religious Freedom Act concerning country-specific conditions, the right to freedom of religion, methods of religious persecution practiced in foreign

countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.

XXX. Prohibition on Abortion Related Activities

The Recipient agrees that none of the funds provided by this award shall be used to issue grant funds to lobby for or against abortion. The recipient agrees that none of the funds provided by this award shall be used to pay for the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions.

XXXI. Minority Business Participation, Executive Order 12432

In accordance with [Executive Order 12432](#), Minority Business Enterprise Development, DOS encourages the non-Federal entities to utilize minority business enterprises in the performance of the award. When contracting for any supplies, services, research, or construction under the award, the non-Federal entities must make their best efforts to solicit bids, proposals, or quotations from minority business enterprises.

A minority business enterprise is defined as a business that is at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent of the voting stock is owned by one or more minority individuals. The daily business operations are likewise managed by a minority owner. A minority individual is defined as a U.S. citizen who has been subjected to racial or ethnic prejudice or cultural bias because of his or her identity as a member of this group without regard to his or her individual qualities. Such groups include, but are not limited to: Black [African] Americans, Hispanic Americans, Native Americans, and Asian-Pacific Americans.

XXXI. Trafficking in Persons

1. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - . Implements section 106(g) of [the Trafficking Victims Protection Act of 2000 \(TVPA\), as amended \(22 U.S.C. 7104\(g\)\)](#), and
 - i. Is in addition to all other remedies for noncompliance that are available to us under this award.
2. You must include the requirements of this award term in any subaward you make to a private entity.

3. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 4. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - ii. Associated with performance under this award; or
 - 3. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 5. **Definitions.** For purposes of this award term:
 - 1. “Employee” means either:
 - . An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - i. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- . Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).
- i. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
 - 2. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#))

XXXII. Blocking Property and Prohibiting Transactions Who Commit, Threaten To Commit, or Support Terrorism, Executive Order 13224
[Executive Order 13224](#) designated certain individuals and entities that commit or pose a significant risk of committing terrorist acts and authorized the Secretary of State to designate additional individuals and entities.

The Order also authorized the Secretary of the Treasury to designate additional individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are “otherwise associated with,” an individual or entity who has been designated in or under the order. All property and interests in property of the individual or entity in the United States or in the possession or control of United States persons are blocked. The order prohibits all transactions and dealings in blocked property or interests in the United States or by United States persons, and also prohibits transactions with, and provision of support for, individuals or entities listed in or subject to the Order.

Non-Federal entities should be aware of [Executive Order 13224](#) and the names of the individuals and entities designated thereunder. A list of these names can be found in the exclusions section of the SAM.gov. The web site is: <http://www.sam.gov>.

Non-Federal entities are reminded that U.S. Executive Order and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the non-Federal entity/contractor to ensure compliance with these Executive Orders and laws.

MODIFICATION NUMBER 05
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.
and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., (“Sponsor”) and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY (“Subcontractor”) made effective as of December 04, 2020 is modified. **Articles 3, 8, and 25** and of this Subcontract is modified as specified herein.

- A. The period of performance is extended through January 31, 2025
- B. The total estimated cost of the Subcontract of \$848,513 has been increased by \$152,392 for a revised total estimated cost of \$1,000,905.
- C. The funding amount has been increased by \$110,642 for a revised total funded amount to date of \$726,941
- D. Task 4.3 has been added. Exhibit A – Statement of Work has been deleted in its entirety and replaced by Statement of Work dated January 20, 2023
- E. Mandatory Flow down clause 252.204-7020 has been added and incorporated by reference. Exhibit D has been deleted in its entirety and replaced by Exhibit D Prime Terms and Conditions, Rev 1 dated January 26, 2023
- F. Exhibit H – Subcontractors Budget for Task 4.3 has been added

ARTICLE 3 PERIOD OF PERFORMANCE

The effective period of this Subcontract shall be from July 29, 2020 through January 31, 2025, unless otherwise terminated in accordance with Article 17. The effective period may be altered by mutual agreement of the parties in accordance with **Article 27**.

ARTICLE 8. LIMITATION OF FUNDS

- 8.1 This Subcontract is valued at a total estimated cost of **\$1,000,905**.
- 8.2 This contract is incrementally funded. **An additional increment of \$110,642 is now available.** The sum of **\$726,941** of the estimated costs is presently available for funding under this contract. Although Kitware intends to fully fund this contract, the presently available funds as stated above are not a guarantee of work under this contract and cannot be exceeded under any circumstances without a modification to this contract.

Phase	Previously Funded Amount	Current Funding Action	Total Funded Amount to Date	Period of Performance
I	\$416,981	\$0	\$416,981	July 29, 2020 to January 28, 2022
II	\$199,318	\$110,642	\$309,960	January 29, 2022 to July 28, 2023
III	\$0	\$0	\$0	July 29, 2023 to January 31, 2025

- 8.2.1 The Subcontractor agrees to perform up to the point at which the total amount payable by Contractor approximates the total amount presently available to the contract as stated above. The Subcontractor will not be obligated to continue work beyond that point. Contractor will not be obligated in any event to reimburse the Subcontractor in excess of the amount allotted to the Subcontract as stated above regardless of anything to the contrary stated in Article 17. The above stated amount is the total amount payable by Contractor in the event of termination, regardless of reason, including costs, fees, and estimated termination settlement costs.
- 8.2.2 The Subcontractor will notify Contractor in writing at least sixty (60) days prior to the date when the work will reach the point at which the total amount payable by Contractor will approximate 75 percent (75%) of the total amount then allotted to the Subcontract for performance. 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. The notification will also advise Contractor of the estimated amount of additional funds that will be required for the timely performance for a subsequent period. If, after such notification, additional funds are not allotted by the date, Contractor will terminate any work for which additional funds have not been allotted, pursuant to Article 17 of this Subcontract.
- 8.2.3 The decision to increase the limitations on costs will be made unilaterally by Contractor. If Contractor authorizes such an increase, a letter stating the amount of increase will be written and signed by a duly authorized Contractor representative. Such letter will become a part of this Subcontract.
- 8.2.4 When additional funds are allotted for continued performance of the Subcontract, the provisions of paragraphs 8.2.1 through 8.2.5 will apply in like manner to the additional allotted funds and agreed to period of performance.
- 8.2.5 Contractor may at any time allot additional funds for the performance of the Subcontract.
- 8.2.6 The provisions of this clause no longer apply once the Subcontract is fully funded.
- 8.2.7 Nothing in this clause shall act as a waiver of any rights or obligations of the parties under this Subcontract.

ARTICLE 26. EXHIBITS

The Attachments mentioned throughout this Subcontract and any revisions hereto are incorporated into this Subcontract and are an integral part of this Subcontract for all purposes.

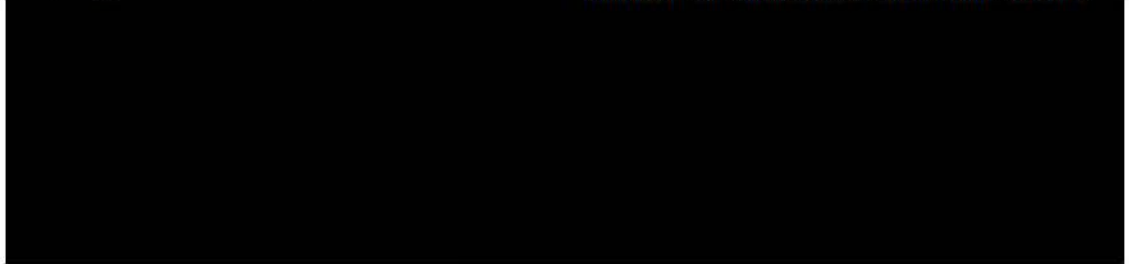
Exhibit A – Statement of Work, dated January 20, 2023
Exhibit B – Subcontractor's Budget

- Exhibit C – Subcontractor’s Representations and Certifications
- Exhibit D – Prime Terms and Conditions, Rev 1 dated January 26, 2023**
- Exhibit E – Contact Information
- Exhibit F – Reporting Requirements
- Exhibit G – Associate Contractor Agreement
- Exhibit H – Subcontractors Budget for Task 4.3**

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

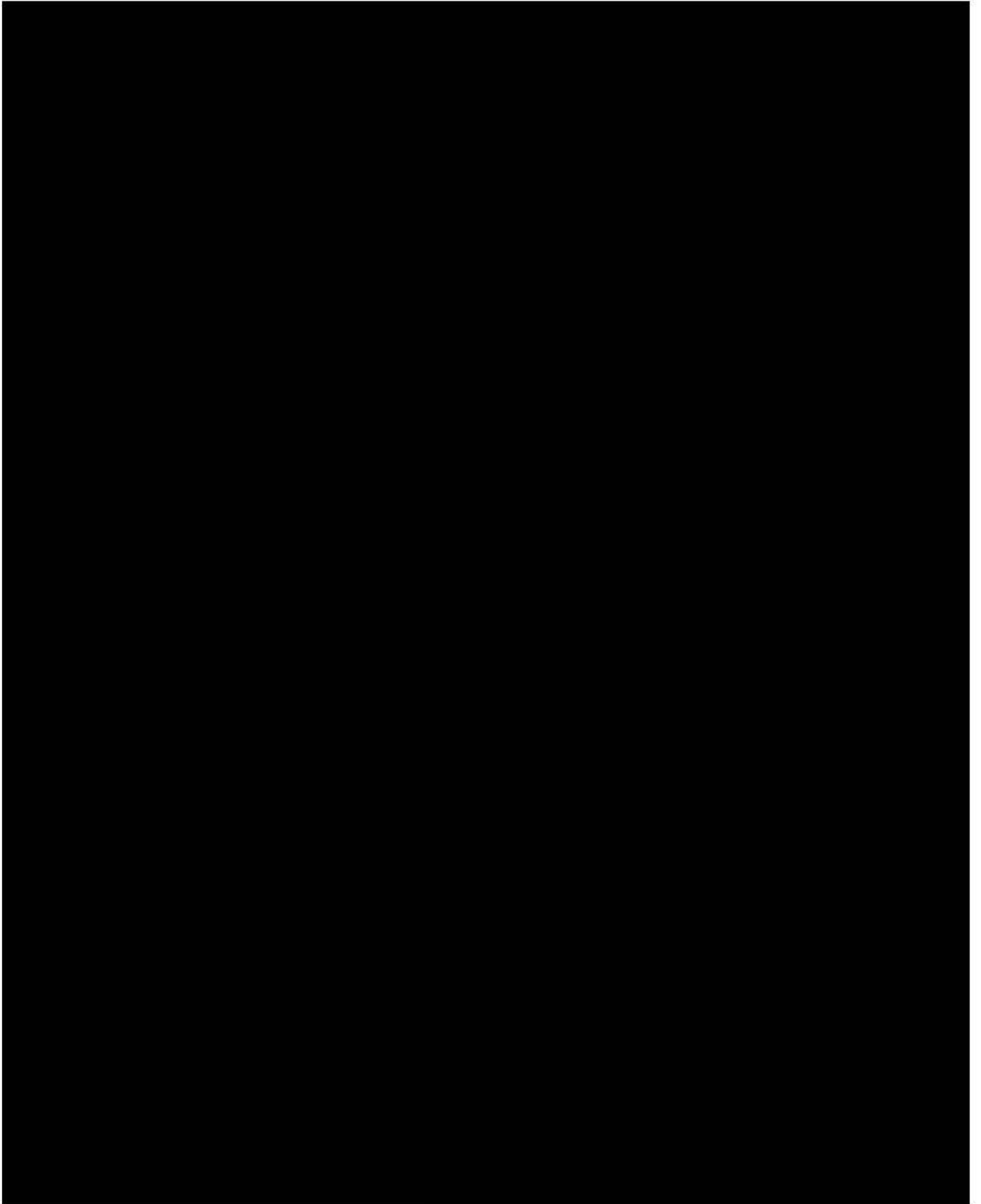
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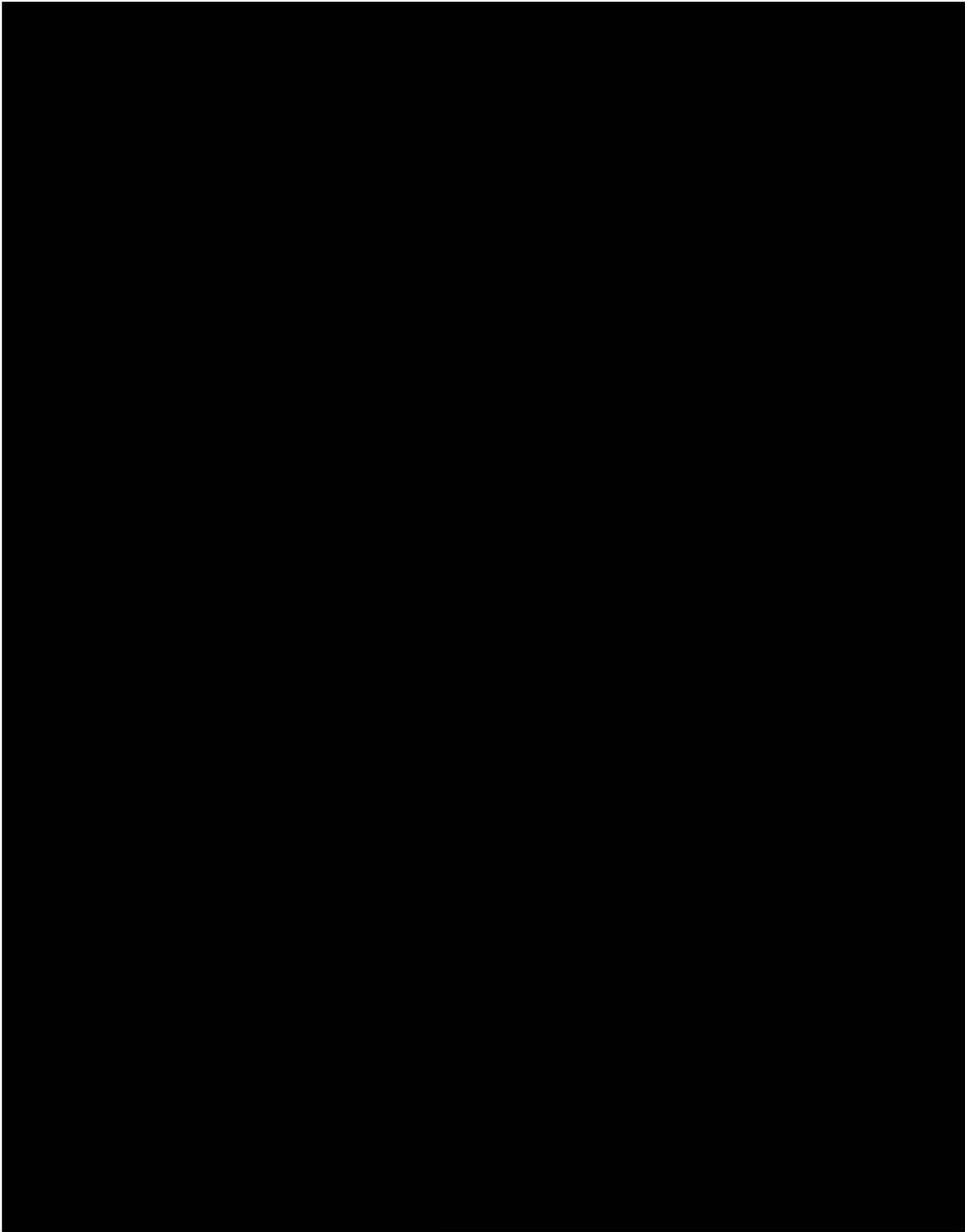
ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY:

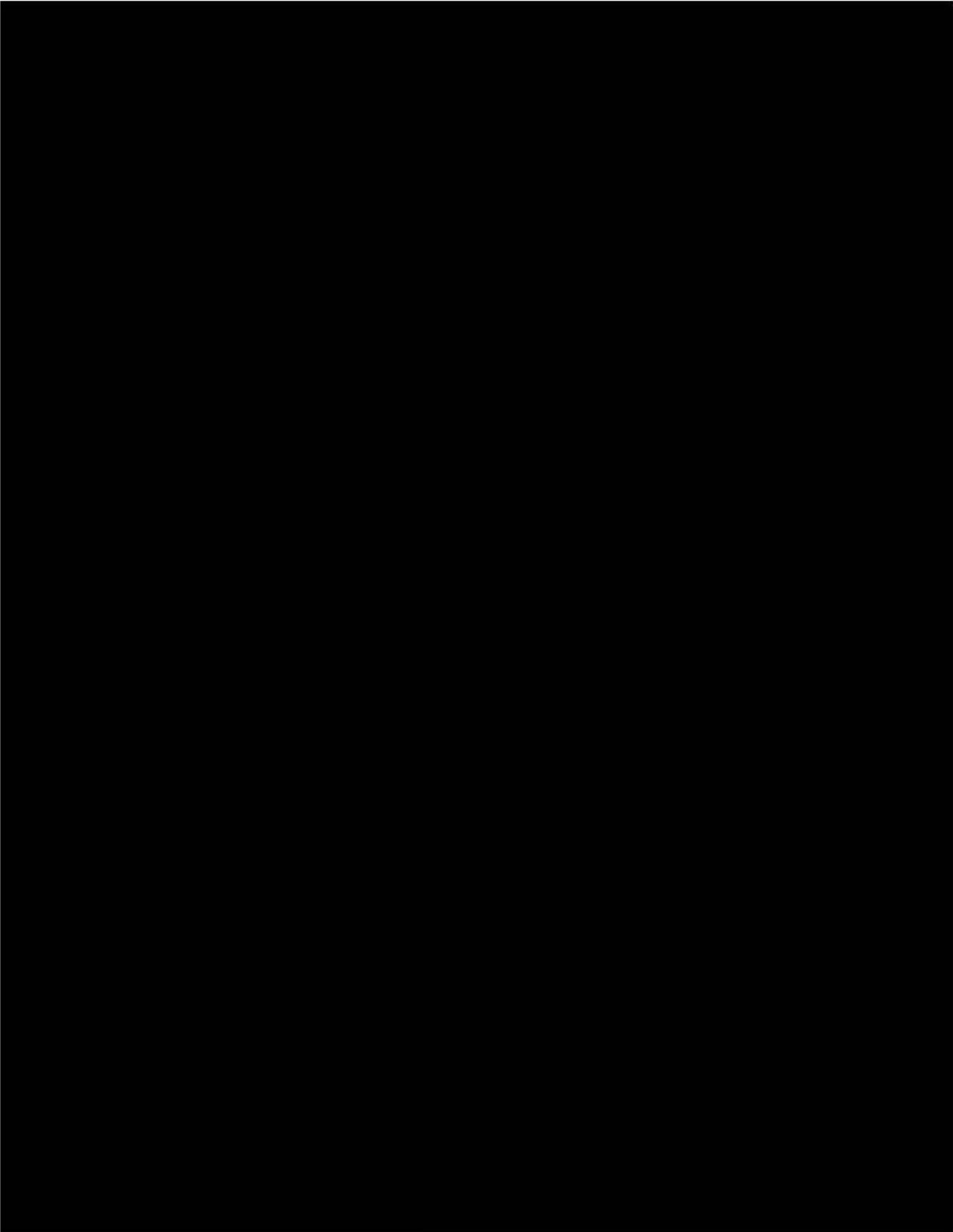


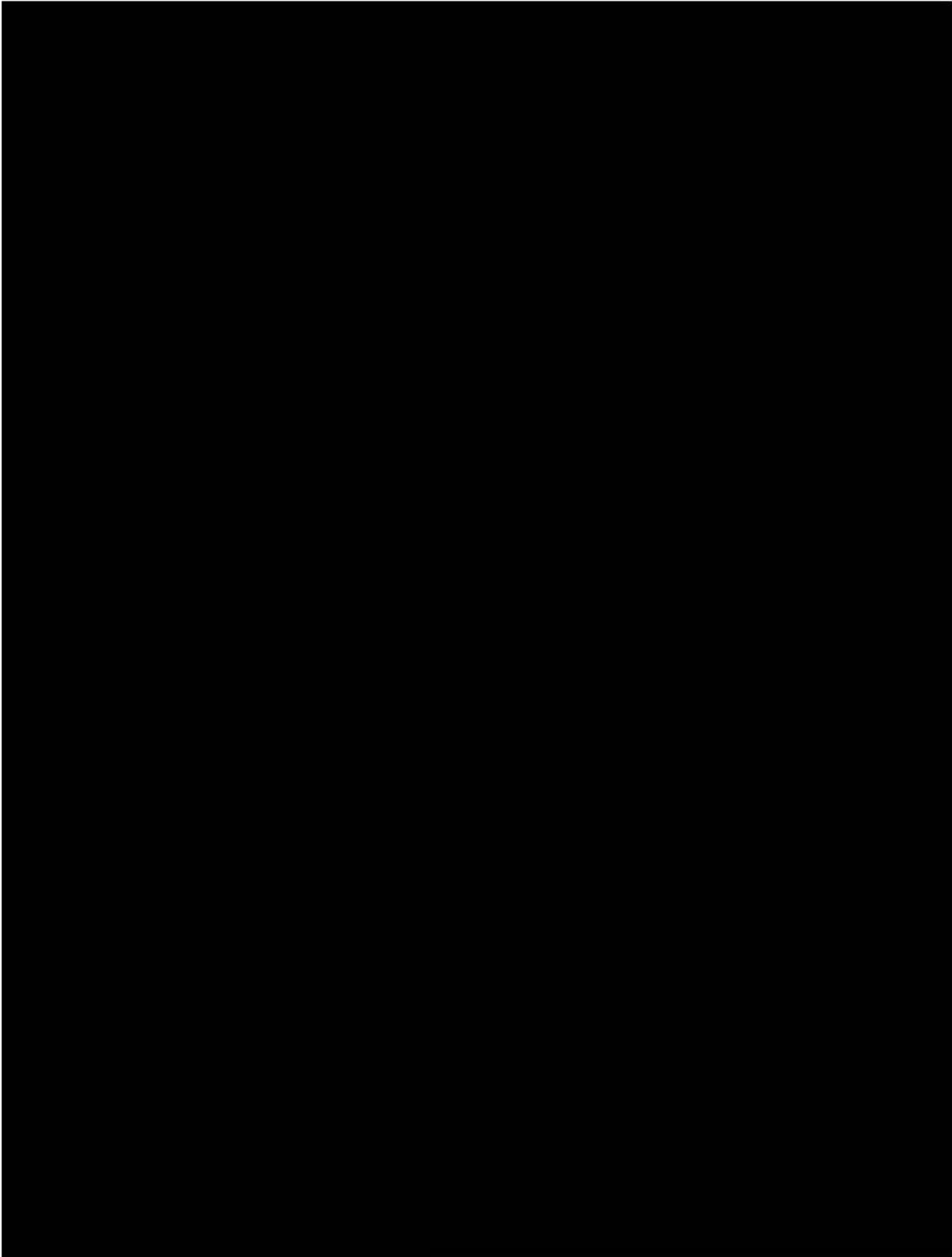


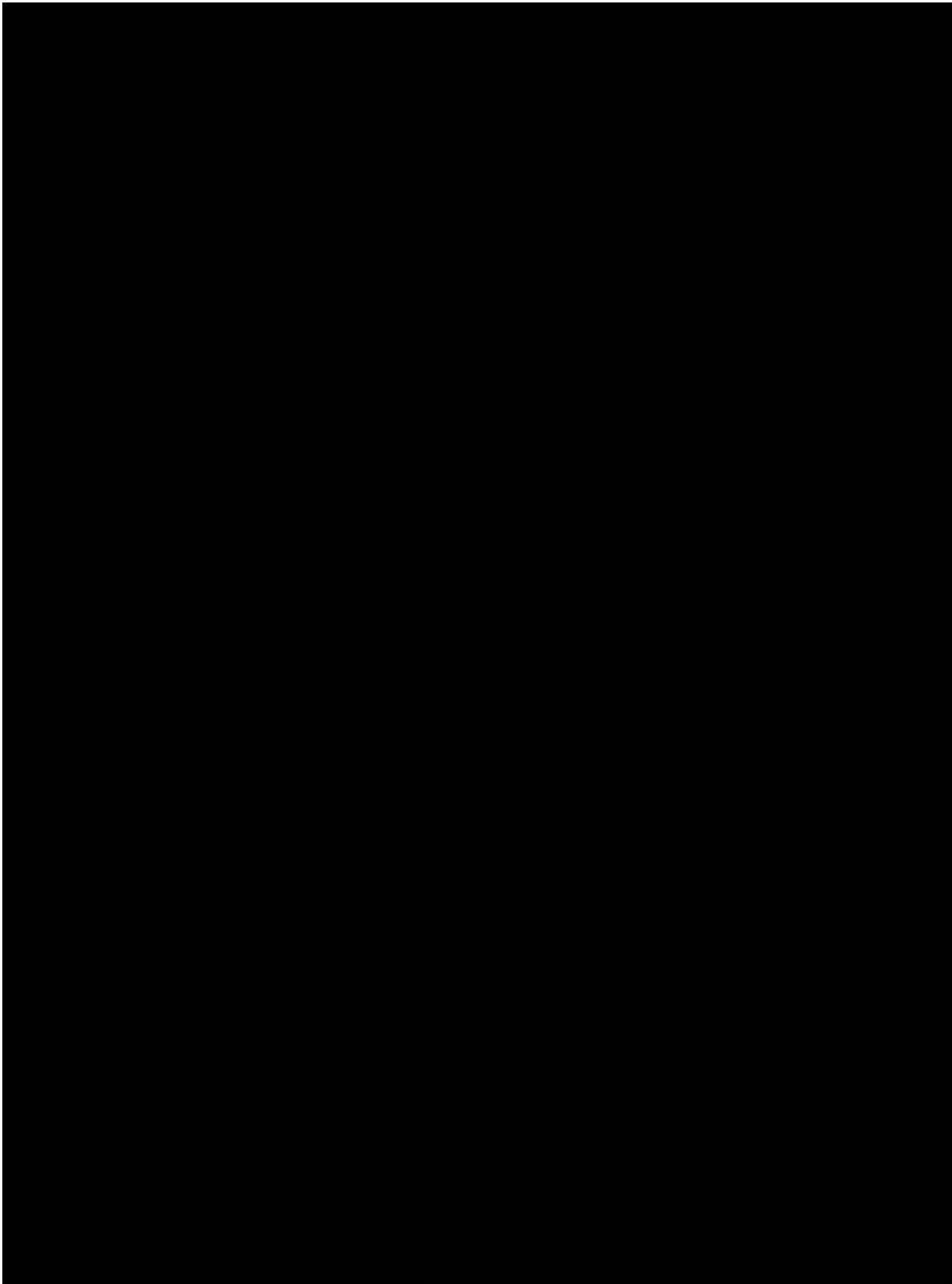
Kitware, Inc.

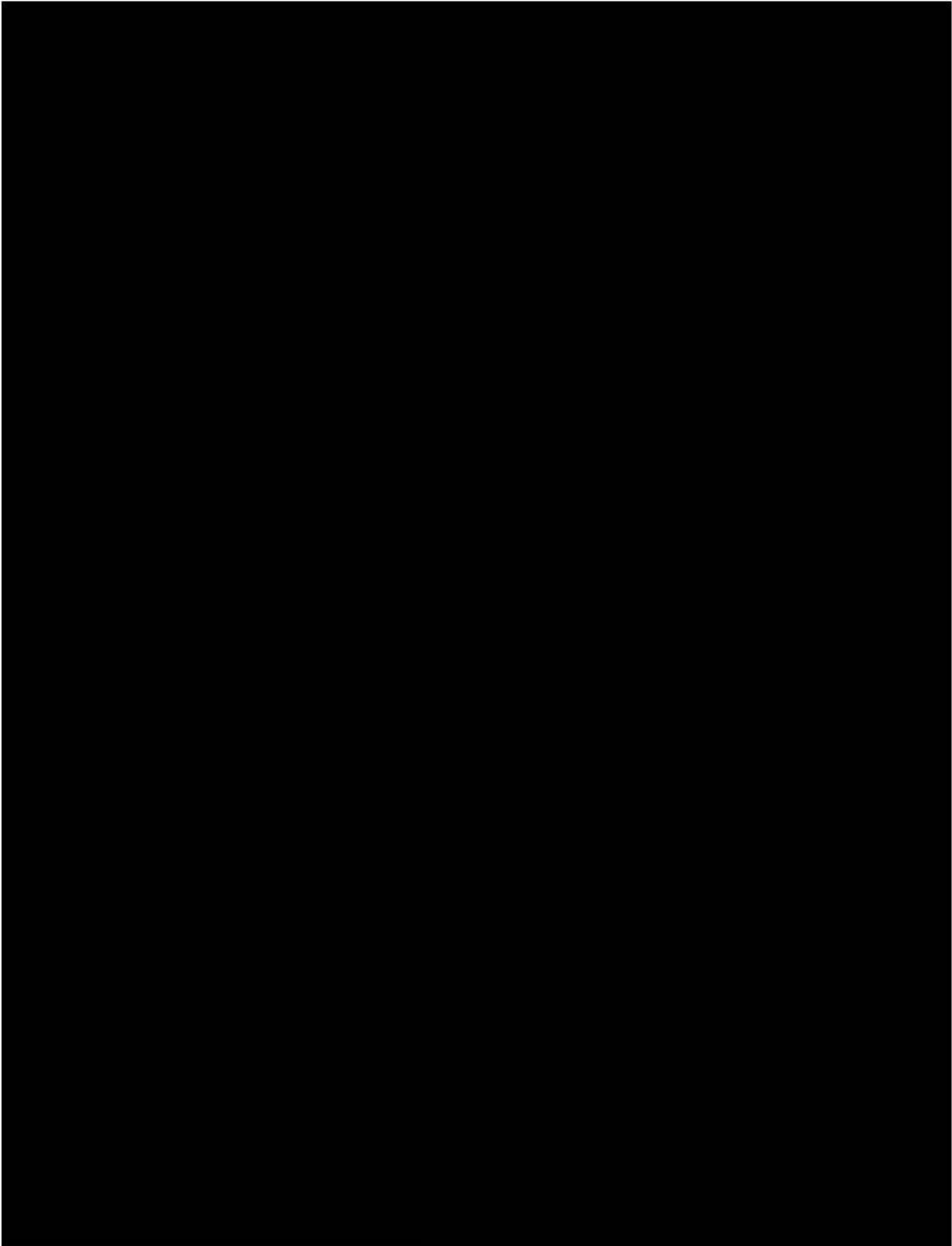


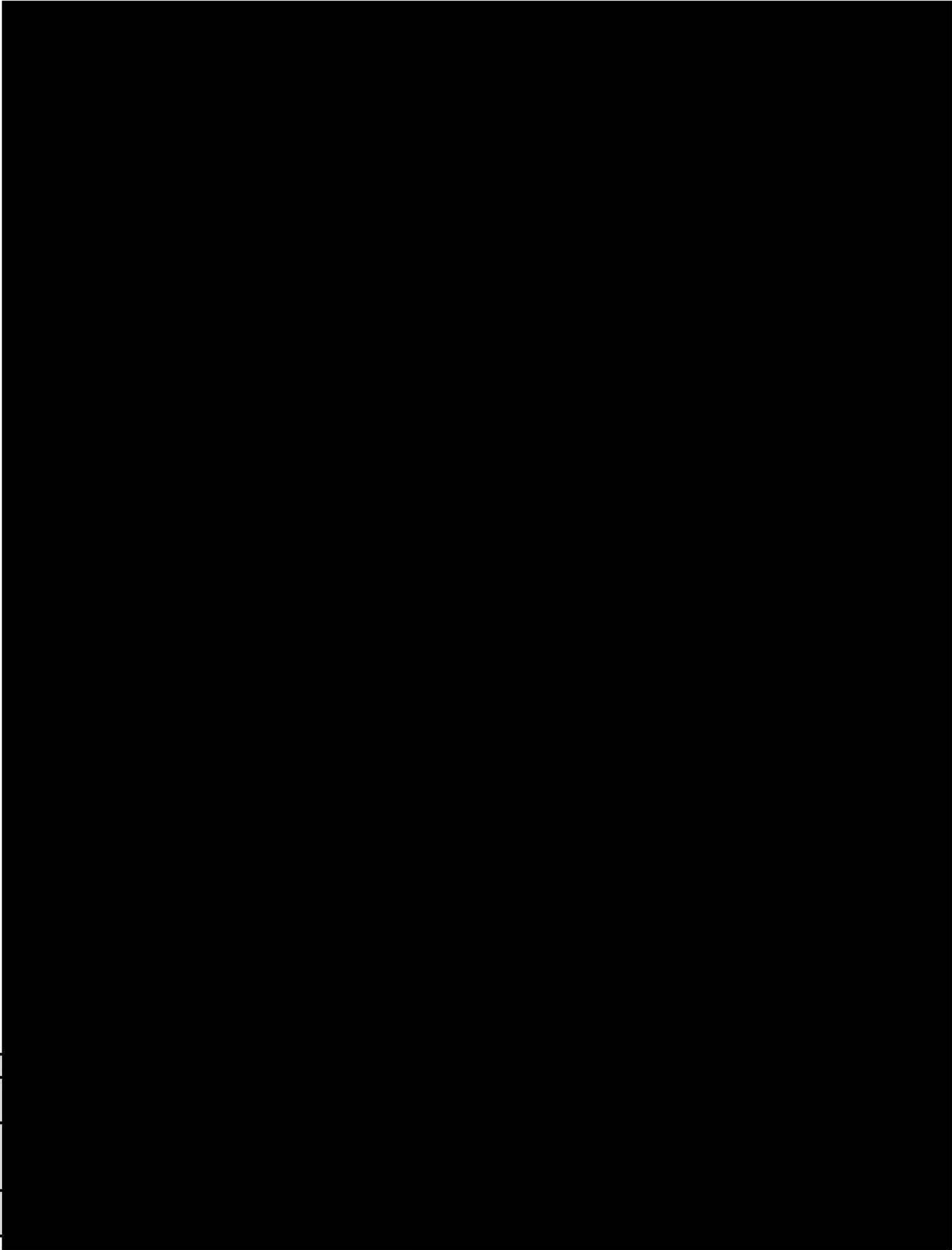












Attachment 1 Statement of Work
January 20, 2023

[REDACTED]
Page 8 of 8

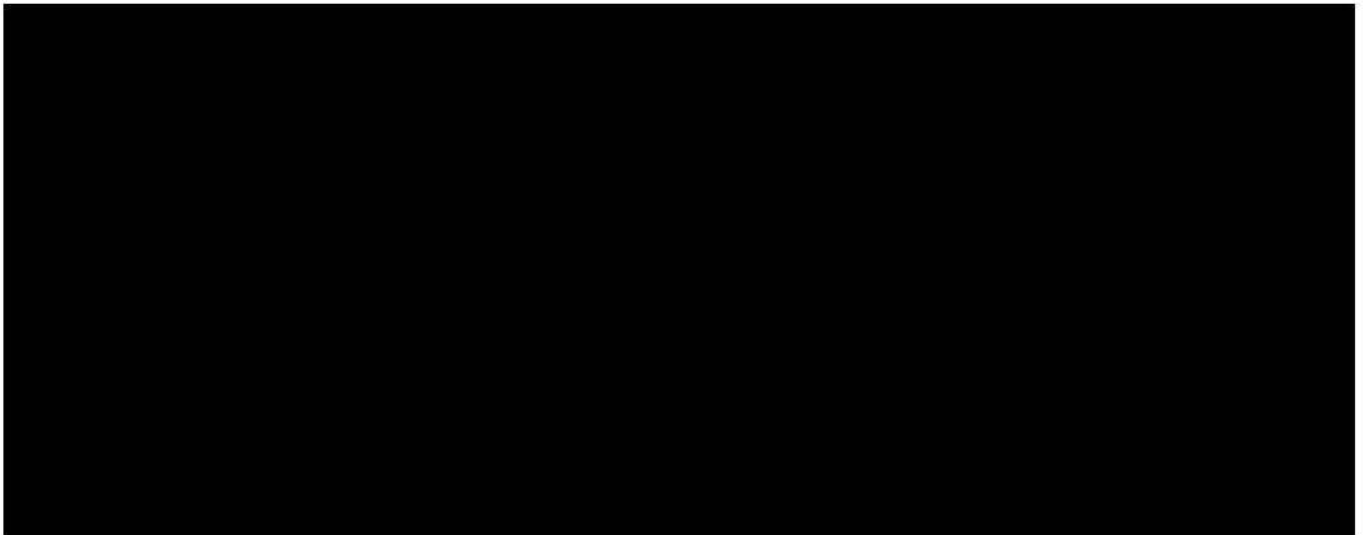


EXHIBIT D
Prime Terms and Conditions, REV 1 dated January 26, 2023

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection of Research And Development (Short Form)	APR1984
52.242-15	Stop-Work Order (Aug 1989); Alt. 1	APR 1984
52.247-34	F.O.B Destination	NOV 1991
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 202
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2020
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-14 Alt I	Integrity of Unit Prices (JUN 2020) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data --Modifications	JUN 2020

52.215-23 Alt I	Limitations on Pass-Through Charges (JUN 2020) - Alternate I	OCT 2009
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022

CLAUSES INCORPORATED BY FULL TEXT

52.216-7Alt II ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with subpart 31.3 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (3) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(4) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific 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.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

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

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded 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 indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items

treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

Not Applicable

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

Arizona State University
Columbia University
Eduworks
State University of New York, Albany
University of Illinois at Urbana-Champaign
University of Michigan

(End of clause)

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

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

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

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. HR001120C0123. This may be confirmed by contacting DCMA Hartford."

(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):

<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Administrative Investigations, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 14L25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011. Website: <https://www.dodig.mil/Programs/Contractor-Disclosure-Program/>.

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. HR001120C0123.

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

(End of clause)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-O0004) (FEB 2020)

(a) Definitions. As used in this clause -

Government property is defined in the clause at FAR 52.245-1, Government Property.

Loss of Government property means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to -

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Unit acquisition cost means -

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Property Loss Function in the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE) for reporting loss of Government property. Reporting value shall be at unit acquisition cost. Current PIEE users can access the GFP Module by logging into their account. New users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

- (3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to
- (i) Theft;
 - (ii) Inadequate storage;
 - (iii) Lack of physical security; or
 - (iv) "Acts of God".
- (4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.
(End of clause)

SUBCONTRACT NUMBER

[REDACTED]

CONTRACTOR: KITWARE, INC.
SUBCONTRACTOR: ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY
PRIME AWARDING AGENCY: DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
PRIME AWARD NUMBER: [REDACTED]
PROJECT TITLE: SEMANTIC INFORMATION DEFENDER (SID)

PREAMBLE

This Subcontract is between Kitware Inc., a for-profit corporation organized under the laws of the State of New York with its principal place of business at [REDACTED] ("Kitware" or "Contractor") and Arizona State University, organized under the laws of the State of Arizona with its principal place of business at 660 South Mill Ave, Suite 204, Tempe, Arizona 85281 ("Subcontractor"), and is issued pursuant to Government Prime Contract with Defense Advanced Research Projects Agency ("Customer") under Contract Number [REDACTED].

The project contemplated by this Subcontract is entitled Semantic Information Defender (SID) and is of mutual interest and benefit to the Contractor and to the Subcontractor (the "Project").

In consideration of the promises and mutual covenants contained in this Subcontract, and in order to be legally bound, the Contractor and the Subcontractor agree to the terms and conditions set forth below.

ARTICLE 1. STATEMENT OF WORK

- 1.1 The Subcontractor shall exercise its reasonable efforts to carry out the work set forth in the Statement of Work ("SOW"), which is attached hereto as Exhibit A and made a part hereof.
- 1.2 The Subcontractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform all of their responsibilities under this Subcontract, in accordance with the SOW.
- 1.3 In the event of an inconsistency between the provisions of this contract and the attachments to the contract, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the SOW and then (3) any other attachments to the Subcontract.

ARTICLE 2. PRINCIPAL INVESTIGATORS

- 2.1 The Subcontractor's Principal Investigator for the Research is Scott Ruston ("Principal Investigator"), who will be responsible for the direction of the Research in accordance with the applicable policies of the Subcontractor and the terms of this Subcontract.
- 2.2 If for any reason the Principal Investigator is unwilling or unable to serve as Principal Investigator, and a successor acceptable to both the Contractor and the Subcontractor is not available, this Subcontract shall be terminated in accordance with Article 17.1(b).

ARTICLE 3. PERIOD OF PERFORMANCE

The effective period of this Subcontract shall be from July 29, 2020 through July 28, 2024, unless otherwise terminated in accordance with Article 17. The effective period may be altered by mutual agreement of the parties in accordance with Article 26.

ARTICLE 4. RECORDKEEPING AND ACCESS

- 4.1 The Contractor's authorized representative(s), and regulatory authorities to the extent permitted by law, may, during regular business hours, arrange in advance with the Principal Investigator and the Subcontractor to examine and inspect the Subcontractor's facilities required for the performance under this Subcontract.
- 4.2 The Subcontractor shall cooperate with any regulatory authority and allow them access to relevant records and data to the extent permitted by law.
- 4.3 The Subcontractor and the Principal Investigators shall prepare and maintain complete, accurate, legible, written records, accounts, notes, reports and data and provide them to Contractor upon request.

ARTICLE 5. REPORTS AND OTHER DELIVERABLES

- 5.1 The final report shall document the totality of the contractor's efforts in accomplishing the work.
- 5.2 The Subcontractor shall also deliver the items referenced as Deliverables or Reporting Requirements in Exhibits A and F. Briefing materials (hard and softcopy) for all briefings given to Contractor shall be provided in the Subcontractor's format.
- 5.3 The work performed under this contract will be inspected by two methods, 100% inspection of deliverables and on the basis of periodic feedback from Contractor and Government technical team members involved in the execution of the effort.
- 5.4 In the event the Subcontractor anticipates difficulty in complying with the contract delivery schedule, the Subcontractor shall immediately notify Contractor in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED,

however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by Contractor of any contract delivery schedule, or any rights or remedies provided by law or under this Subcontract.

ARTICLE 6. PAYMENT OF COSTS AND FEES

- 6.1 This is a Cost Reimbursement Subcontract. The Contractor is receiving funding for this project under a prime contract with Defense Advanced Research Projects Agency ("Customer" or "Government"). As such, the Contractor shall reimburse the Subcontractor for costs determined to be allowable in accordance with applicable federal regulations, as listed in Article 30 of this Subcontract.

ARTICLE 7. TRAVEL EXPENSES

- 7.1 In connection with direct charge to the contract of travel-related expenses, the Subcontractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of Contractor.
- 7.2 Reimbursement for travel-related expenses shall be as stipulated in 2CFR 20, subpart E and appendix III, as prescribed by FAR 31.303.
- 7.3 Approval of Contractor shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.
- 7.4 All foreign travel shall be authorized and approved in advance, in writing, by Contractor. Request for such travel must be submitted to the Contracting Officer at least 30 days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

ARTICLE 8. LIMITATION OF FUNDS

- 8.1 This Subcontract is valued at a total estimated cost of \$848,513.
- 8.2 This Subcontract is incrementally funded. The sum of \$150,113 of the estimated costs is presently available for funding under this contract. Although Contractor intends to fully fund this contract, the presently available funds as stated above are not a guarantee of work under this contract and cannot be exceeded under any circumstances without a modification to this contract.
- 8.2.1 The Subcontractor agrees to perform up to the point at which the total amount payable by Contractor approximates the total amount presently available to the contract as stated above. The Subcontractor will not be obligated to continue

work beyond that point. Contractor will not be obligated in any event to reimburse the Subcontractor in excess of the amount allotted to the Subcontract as stated above regardless of anything to the contrary stated in Article 17. The above stated amount is the total amount payable by Contractor in the event of termination, regardless of reason, including costs, fees, and estimated termination settlement costs.

- 8.2.2 The Subcontractor will notify Contractor in writing at least **sixty (60)** days prior to the date when the work will reach the point at which the total amount payable by Contractor will approximate 75 percent (75%) of the total amount then allotted to the Subcontract for performance. 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. The notification will also advise Contractor of the estimated amount of additional funds that will be required for the timely performance for a subsequent period. If, after such notification, additional funds are not allotted by the date, Contractor will terminate any work for which additional funds have not been allotted, pursuant to Article 17 of this Subcontract.
- 8.2.3 The decision to increase the limitations on costs will be made unilaterally by Contractor. If Contractor authorizes such an increase, a letter stating the amount of increase will be written and signed by a duly authorized Contractor representative. Such letter will become a part of this Subcontract.
- 8.2.4 When additional funds are allotted for continued performance of the Subcontract, the provisions of paragraphs 8.2.1 through 8.2.5 will apply in like manner to the additional allotted funds and agreed to period of performance.
- 8.2.5 Contractor may at any time allot additional funds for the performance of the Subcontract.
- 8.2.6 The provisions of this clause no longer apply once the Subcontract is fully funded.
- 8.2.7 Nothing in this clause shall act as a waiver of any rights or obligations of the parties under this Subcontract.

ARTICLE 9. REIMBURSEMENT

- 9.1 Subcontractor must submit invoices, which include data as listed in 9.2, to Contractor on a monthly basis. Subcontractor shall submit invoices to Contractor to ensure that Contractor receives them no later than 30 days following the period in which the costs and fees were incurred. A Final invoice must be submitted to Contractor within **sixty (60) days** following the end of the period of performance stated in Section 3 or following termination pursuant to Article 18.
- 9.2 Invoices shall provide sufficiently detailed information for Contractor to verify expenses and time worked, including receipts for expenses incurred as applicable. All requests for reimbursement must include the following information:

- Voucher date and number
- Subcontract Number K003088-00-S02
- Period of performance in which the work was conducted
- Current period amount for travel, and other direct costs by major budget category
- Cumulative amount, travel, and other direct costs

9.3 Subcontractor shall maintain receipts or original documentation and provide copies upon request for all non labor charges. Additionally, an authorized representative of Subcontractor must certify that the amounts sought are accurate, complete and otherwise in accordance with this Subcontract.

9.4 Original invoices with signature should be mailed to:

Kitware, Inc.

[REDACTED]

Or [REDACTED]

9.5 Subcontractor shall be paid within sixty (60) days from receipt of invoice. In the event that the Government determines a cost to be unallowable on the Subcontractor's invoices, Subcontractor must reimburse Contractor any denied payments within seven days of receiving notice of denial from Contractor. Contractor is only responsible for payments to Subcontractor to the extent such payments are approved by the Government.

ASU reserves the right to subject invoices not paid within sixty (60) days of the invoice date to a 1% per month late fee on the unpaid balance for any amounts not in dispute. ASU reserves the right to discontinue or delay the performance of this Agreement if Contractor fails to make payments within 60 days of receipt of invoice.

In the event of non-payment, ASU may terminate all further work on the Project and seek full payment pursuant to the termination clause of this Agreement.

9.6 Please send checks or paper remittance advices to:

Office for Research & Sponsored Projects Administration
Arizona State University
PO Box 876011
Tempe, AZ 85287-6011

For overnight courier, please send to:

Office for Research & Sponsored Projects Administration
Arizona State University
Centerpoint, Suite 312
660 S. Mill Avenue
Tempe, AZ 85281

[REDACTED]

[REDACTED]

[REDACTED]

Questions regarding payment should be directed to the person issuing the invoice or to

[REDACTED]

9.7 The Subcontractor's Taxpayer Identification Number is 86-01-96696.

ARTICLE 10. CONFIDENTIAL INFORMATION

10.1 The Subcontractor, including the Principal Investigators, and Contractor shall not disclose or use for any purpose other than performance under this Subcontract, privileged records, or other confidential or proprietary information (Information) disclosed by the other Party under this Subcontract. Such Information shall be identified in writing, or if disclosed orally or in other than documentary form, shall be reduced to writing within thirty (30) days after disclosure. Information that is not in oral or written form, such as but not limited to data tapes, shall be designated in writing as confidential within thirty (30) days after disclosure. The obligation of non-disclosure shall not apply to the following:

- (a) Information at or after such time that it is or becomes publicly available through no fault of either Party;
- (b) Information that is already independently known to or independently developed by the Subcontractor or Contractor as shown by its prior written records, provided that the receiving Party so advises the disclosing Party promptly upon the discovery that the Information is already independently known to the receiving Party; or
- (c) Information at or after such time that it is disclosed to either Party on a non-confidential basis by a third party with the legal right to do so.

10.2 The obligations of the Contractor and Subcontractor under this Article shall survive and continue for three (3) years after termination of this Subcontract.

10.3 In the event the Subcontractor or Contractor finds it necessary to disclose Information to a proper authority to permit it to defend its research against an allegation of fraud or other misconduct, or to defend itself in any other legal proceeding, the receiving Party shall first notify the disclosing Party, and both shall then attempt in good faith to agree upon a mutually satisfactory way to disclose such Information as necessary for this limited purpose.

ASU retains the right to refuse acceptance of any Confidential Information that is not required for the purposes of this Subcontract.

ARTICLE 11. DISCLOSURE OF INFORMATION

- 11.1 It is anticipated that the Subcontractor will be performing fundamental research. Research papers resulting from unclassified fundamental research are exempt from prepublication controls, pursuant to DOD Instruction 5230.27 dated October 6, 1987.
- 11.2 Subcontractor shall provide Contractor with a copy of any proposed research paper or presentation at least thirty (30) days in advance of submission to allow Contractor an opportunity to review the presentation or publication for sensitive or proprietary information. Contractor will complete its review and provide Subcontractor with any objection within thirty (30) days of presentation. In the absence of timely objection, Subcontractor shall be free to proceed. In the event of an objection, the parties will negotiate in good faith the removal of the objectionable material.
- 11.3 Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARS 252.235-7010.
- 11.3.1 For the purpose of the clause at DFARS 252.235-7010, "information" includes but is not limited to material presented in news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, presentations, meetings, conferences, symposia, etc.

ARTICLE 12. RESTRICTION ON THE DISSEMINATION OF EXPORT CONTROLLED TECHNICAL DATA

- 12.1 Subcontractor performance under this contract will include effort categorized as fundamental research. In addition to DARPA support for free scientific exchanges and dissemination of research results in a broad and unrestricted manner, the Subcontractor acknowledges that such research may have implications that are important to U.S. National Interests. As such, the Subcontractor hereby agrees to comply with the following:
- (a) Subcontractor shall have in place a mechanism to identify foreign participant involvement or foreign entity interest in the research in question, and agrees to share such information with DARPA as the funding sponsor. Foreign participant involvement may be restricted or prohibited as agreed to between the parties.
- (b) Subcontractor may have in place special procedures including, but not necessarily limited to, Talent Management Plans, Security Plans, Procedures to identify and mitigate personal and/or organizational conflicts of interest, and/or Training Programs, to ensure that Subcontractor, Government Funding Sponsor, and U.S. National Interests are sufficiently protected. Subcontractor agrees to share such information

with DARPA as the funding sponsor. Foreign participant involvement may be restricted or prohibited as agreed to between the parties.

ARTICLE 13. Reserved

ARTICLE 14. INTELLECTUAL PROPERTY

- 14.1 General. Subject to any obligations to the United States Government pursuant to the provisions of 35 U.S.C. sections 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations:
- 14.1.1 Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are Subcontractor (ASU employees) will be owned by ASU ("ASU IP") and managed through Skysong Innovations LLC (SI).
 - 14.1.2 Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are Contractor's employees will be owned by Contractor ("Contractor IP").
 - 14.1.3 Intellectual Property resulting from the performance of the Project and created jointly by legal inventors who are ASU's employees and Contractor's employees will be owned jointly by ASU, managed by SI, and Contractor ("Joint IP").
 - 14.1.4 Contractor and Subcontractor shall each retain ownership of all intellectual property and materials owned by each of them prior to the Effective Date.
 - 14.1.5 "Intellectual Property" means any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.
- 14.2 Patent Applications. Patent applications will be filed by SI on behalf of ASU on ASU IP.
- 14.3 Disclosure. Contractor shall retain all invention disclosures submitted by ASU or SI in confidence and use its best efforts to prevent disclosure to third parties. Contractor shall be relieved of this obligation only when this information becomes publicly available through no fault of Contractor.

ARTICLE 15. INSURANCE

As an instrumentality of the State of Arizona, ASU is self-insured under the State of Arizona, Department of Administration Risk Management Department as provided under Arizona Revised Statutes Sections 41-621 et seq. That self-insurance program provides ASU with

adequate insurance coverage as necessary and reasonable to insure itself and its personnel in connection with the performance of this Subcontract.

ARTICLE 16. USE OF THE CONTRACTOR'S OR INSTITUTION'S NAME

- 16.1 The Parties shall not use, nor authorize others to use, the name, symbols, or marks of the other Party in any advertising or publicity material or make any form of representation or statement in relation to the Research that would constitute an express or implied endorsement by the Contractor of any commercial product or service, without prior written approval from the other Party.
- 16.2 The Subcontractor shall authorize the Contractor to use, the name and logos of Subcontractor in reports, and presentations delivered to the Government.

ARTICLE 17. LIABILITY

- 17.1 Contractor shall be solely responsible for any and all claims, costs, losses, damages and expenses, (including reasonable attorneys' fees) Contractor incurs that arise out of his/her own acts or omissions in the performance of his/her obligations under the Subcontract.
- 17.2 Subcontractor shall be solely responsible for any and all claims, costs, losses, damages and expenses, Subcontractor incurs that arise out of his/her own acts or omissions in the performance of his/her obligations under the Subcontract.
- 17.3 The Subcontractor and the Principal Investigator shall reasonably cooperate with the Contractor and its legal representatives in the investigation and defense of any claim or suit covered under this Subcontract. In the event a claim or action is or may be asserted, the Subcontractor shall have the right to select and to obtain representation by separate legal counsel. If the Subcontractor exercises such right, all costs and expenses incurred by the Subcontractor for such separate counsel shall be borne by the Subcontractor.
- 17.4 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The parties acknowledge that disputes arising from this Subcontract may be subject to non-binding arbitration in accordance with applicable state law and court rules.

ARTICLE 18. TERMINATION

- 18.1 This Subcontract may be terminated by either Party, upon at least ten (10) days prior written notice, if any of the following conditions occur:

- (a) if either Party fails to comply with the terms of this Subcontract after receipt of written notice, with reasonable opportunity to cure, from the other Party;
 - (b) if the Principal Investigators are unwilling or unable to continue to serve and a successor acceptable to both the Contractor and the Subcontractor is not available.
- 18.2 Contractor may terminate this Subcontract if it determines, in its sole discretion, not to further fund this Subcontract after the Subcontractor has reached the maximum amount of presently available funds as described in Article 8.
- 18.3 This Subcontract concurrently terminates with the termination of the Prime Contract number HR001120C0123.
- 18.4 This Subcontract may be terminated by either Party for any other reason, other than those listed above, by giving the other party not less than thirty (30) days written notice.
- 18.5 Upon the effective date of termination, there shall begin an accounting conducted by the Subcontractor, subject to verification by the Contractor. Subcontractor shall provide documentation and invoicing within sixty (60) days from the date of termination. Within thirty (30) days after receipt of adequate documentation, the Contractor shall make payment to the Subcontractor for:
 - (a) all services properly rendered and monies properly expended by the Subcontractor until the date of termination not yet paid for; and
 - (b) reasonable non-cancellable obligations properly incurred for the Research by the Subcontractor prior to the effective date of termination; unless the Contractor objects to any charge, in which case, the parties shall use best efforts to resolve expeditiously any disagreement.
- 18.6 Under no circumstances shall Contractor be responsible for any costs or fees in excess of the presently available funding amount described in Article 8.
- 18.7 The Subcontractor shall credit or return to the Contractor any funds not expended or obligated by the Subcontractor in connection with the work performed under this Subcontract prior to the effective termination date indicated in the notice of termination.
- 18.8 Termination of this Subcontract by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination. The rights and duties under Articles 4, 6, 7, 8, 9, 10, 12, 16, 20, 21, 24, 29, and, 32 survive the termination or expiration of this Subcontract.

ARTICLE 19. ASSIGNMENT

Neither party may transfer or assign this Agreement or any of other Party's rights or obligations hereunder, directly or indirectly, or by operation of law, without that party's prior written consent, and any attempt to the contrary will be void.

ARTICLE 20. LICENSING

- 20.1 Subcontractor grants and agrees that Contractor shall have a nonexclusive, worldwide, irrevocable, paid-up, royalty-free license and right, to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, publish, distribute, copy, prepare derivatives or compilations, and authorize others to do any, some or all of the foregoing, with respect to any and all, inventions, discoveries, improvements, technology, designs, works of authorship, mask works, patents, copyrights, technical information, data, databases, software, business information and other information, conceived, developed, generated or delivered in performance of this Subcontract. Subcontractor shall provide all assistance reasonably required and execute all documents necessary to perfect the rights granted to Contractor herein.
- 20.2 Subcontractor must receive prior approval from Contractor, which Contractor may withhold at its sole discretion, to incorporate any open source software or third party software into work to be performed and/or delivered under this Subcontract.

ARTICLE 21. PROPRIETARY RIGHTS

It is agreed that neither the Contractor nor the Subcontractor transfers to the other by operation of this Subcontract any patent right, copyright, or other proprietary right of either Party, except as specifically set forth in this Subcontract.

ARTICLE 22. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

The Subcontractor's Representations and Certifications dated 12/01/2020, are incorporated herein by reference.

ARTICLE 23. INDEPENDENT CONTRACTOR

- 23.1 In the performance of all services under this Subcontract, the Subcontractor shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the Contractor.
- 23.2 Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

ARTICLE 24. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed received on the date of receipt or the date on which receipt is refused. Notices shall be given or made by electronic mail, facsimile, personal delivery, received by reputable overnight courier or registered or certified mail, return receipt requested with all postage prepaid, addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing:

If to Contractor

For Administrative Matters

[Redacted]

For Technical Matters

[Redacted]

If to Subcontractor

For Administrative Matters

[Redacted]

For Technical Matters

[Redacted]

ARTICLE 25. WAIVER

No waiver of any term, provision or condition of this Subcontract whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision, or condition of this Subcontract.

ARTICLE 26. EXHIBITS

The Attachments mentioned throughout this Subcontract and any revisions hereto are incorporated into this Subcontract and are an integral part of this Subcontract for all purposes.

- Exhibit A – Statement of Work
- Exhibit B – Subcontractor's Budget
- Exhibit C – Subcontractor's Representations and Certifications
- Exhibit D – Prime Terms and Conditions
- Exhibit E – Contact Information
- Exhibit F – Reporting Requirements
- Exhibit G – Associate Contractor Agreement

ARTICLE 27. AMENDMENTS

This Subcontract may only be amended by the mutual written consent of the Contractor and the Subcontractor.

ARTICLE 28. SEVERABILITY

The invalidity or unenforceability of any term or provision of this Subcontract shall not affect the validity or enforceability of any other term or provision of this Subcontract.

ARTICLE 29. GOVERNMENT CUSTOMER INTERACTION

Contractor shall be solely responsible for all liaison and coordination with the Government Customer or any higher tier contractor(s), as it affects the applicable Prime Contract and this Subcontract. Except as required by law, Subcontractor shall not communicate with the Government Customer or any higher tier contractor(s), with respect to the applicable Prime Contract or this Subcontract without prior approval of Contractor. Subcontractor shall promptly notify Contractor of any communications initiated by the Government Customer or any higher tier contractor(s) that affects the applicable Prime Contract, this Subcontract, and/or any related contract.

ARTICLE 30. REQUIRED FLOWDOWNS

Because Contractor has obtained funding for the subject effort from the US Government, the Subcontractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated by reference herein as Exhibit D and G and shall have the same force and effect as if printed in full text. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Contractor. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Contractor, to ensure Subcontractor's obligations to Contractor and to the United States Government, and to enable Contractor to meet its obligations under its Prime Contract.

ARTICLE 31. ENTIRE AGREEMENT

This Subcontract represents the entire understanding of the Parties with respect to the subject matter of this Subcontract.

ARTICLE 32. Reserved

ARTICLE 33. ASSOCIATE CONTRACTOR AGREEMENT

- 33.1 It is recognized that success of the SemaFor research effort depends in part upon the open exchange of information between the various Associate Contractors involved in the effort. This is intended to ensure 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 Subcontract, the Subcontractor assumes the responsibilities of an Associate Contractor. For the purpose of this ACA, the term Subcontractor includes subsidiaries, affiliates, and organizations under the control of the subcontractor.
- 33.2 Work under this agreement may involve access to proprietary or confidential data from an Associate Contractor. To the extent that such data is received by the Subcontractor from any Associate Contractor for the performance of this agreement, the Subcontractor 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 SemaFor research effort. 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 provision. The obligation to retain such information in confidence will be satisfied if the Subcontractor receiving such information utilizes the same controls as it employs to avoid disclosure, publication, or dissemination of its own proprietary information. The receiving Subcontractor agrees to hold such information in confidence as provided herein so long as such information is of a proprietary/confidential or limited rights nature.
- 33.3 The Subcontractor hereby agrees to closely cooperate as an Associate Contractor with the other Associate Contractors on this research effort. This involves as a minimum:
- (a) maintenance of a close liaison and working relationship;
 - (b) maintenance of a free and open information network with all Government-identified associate Contractors;
 - (c) delineation of detailed interface responsibilities;
 - (d) 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.
- 33.4 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 Subcontractor shall promptly notify the

Contractor. The Government will determine the appropriate corrective action and will issue guidance to the affected Contractor.

- 33.5 The Subcontractor agrees to insert in all subcontracts hereunder which require access to proprietary information belonging to the Associate Contractor, a clause which shall conform substantially to this language, including this paragraph (e).
- 33.6 No human subject research (HSR) data can be shared between SemaFor performers without prior IRB and HRPO approval to do so.

ARTICLE 34. KEY PERSONNEL

The personnel listed below are considered essential to the work being performed. Prior to substituting, removing, replacing, or otherwise diverting the activity of any of the key individuals specified below, the Subcontractor shall notify the Contractor in writing at least thirty (30) calendar days in advance, unless compelling circumstances exist otherwise, and include information supporting the need for change. The proposed substitution of personnel must meet or exceed the qualifications of the candidate identified herein, as determined and agreed to by the Contracting Officer.:

Dr. Scott Ruston	SME	ASU
Dr. Huan Liu	SME	ASU
Dr. Kristy Roschke	SME	ASU
Mr. Dan Gillmor	SME	ASU

ARTICLE 35. BINDING SIGNATURES

The Parties have executed this Subcontract by persons authorized to contractually bind them.

KITWARE, INC:

FOR SUBCONTRACTOR:

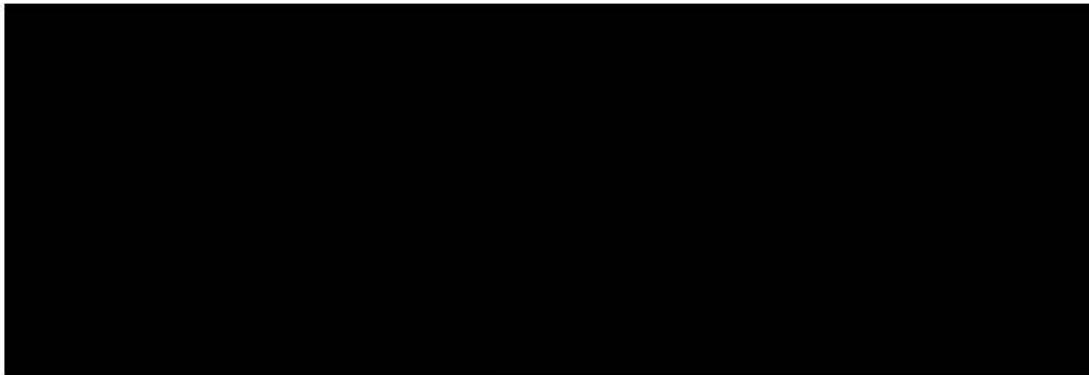


EXHIBIT A – Statement of Work

EXHIBIT B – Budget

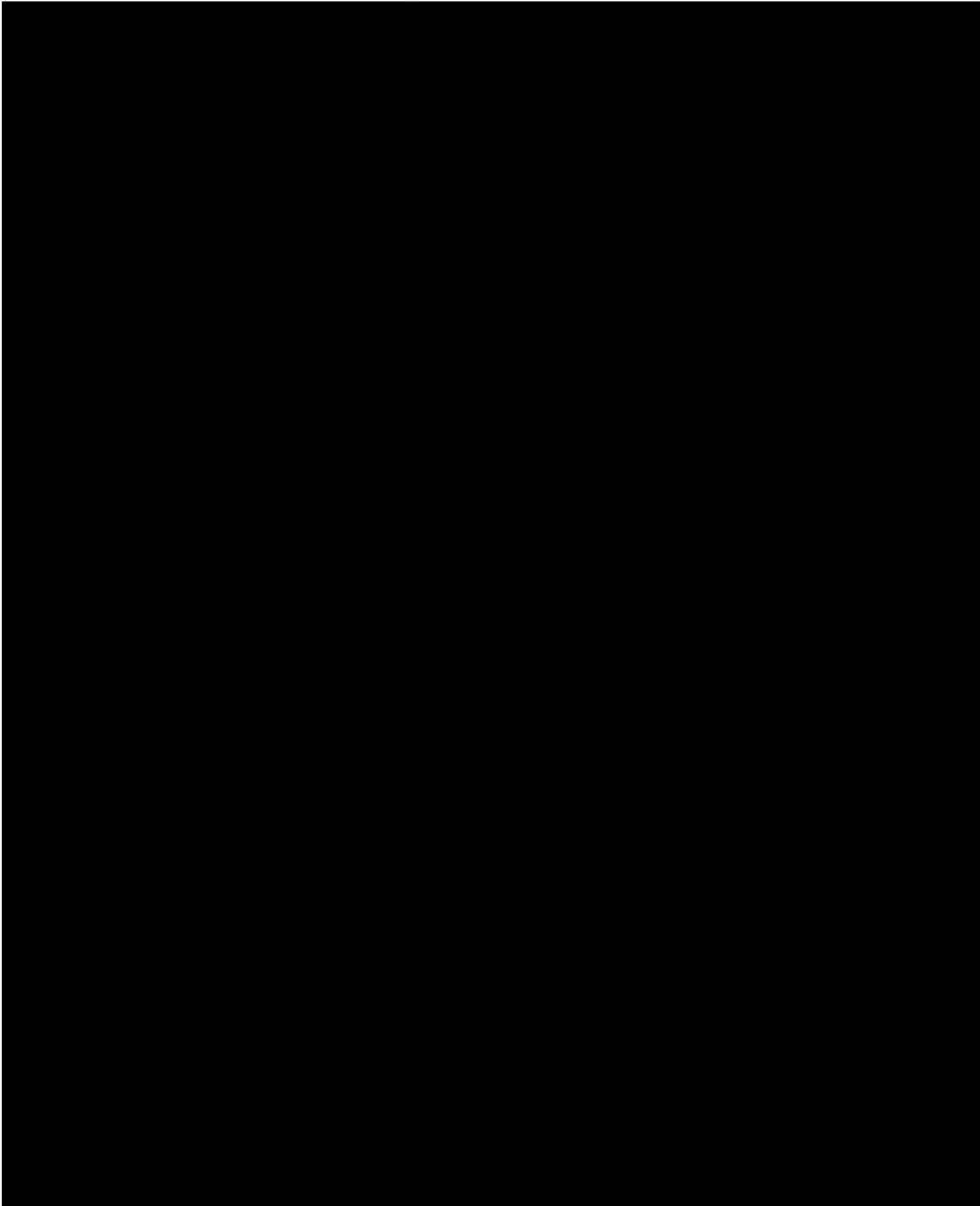
EXHIBIT C – Reps and Certs

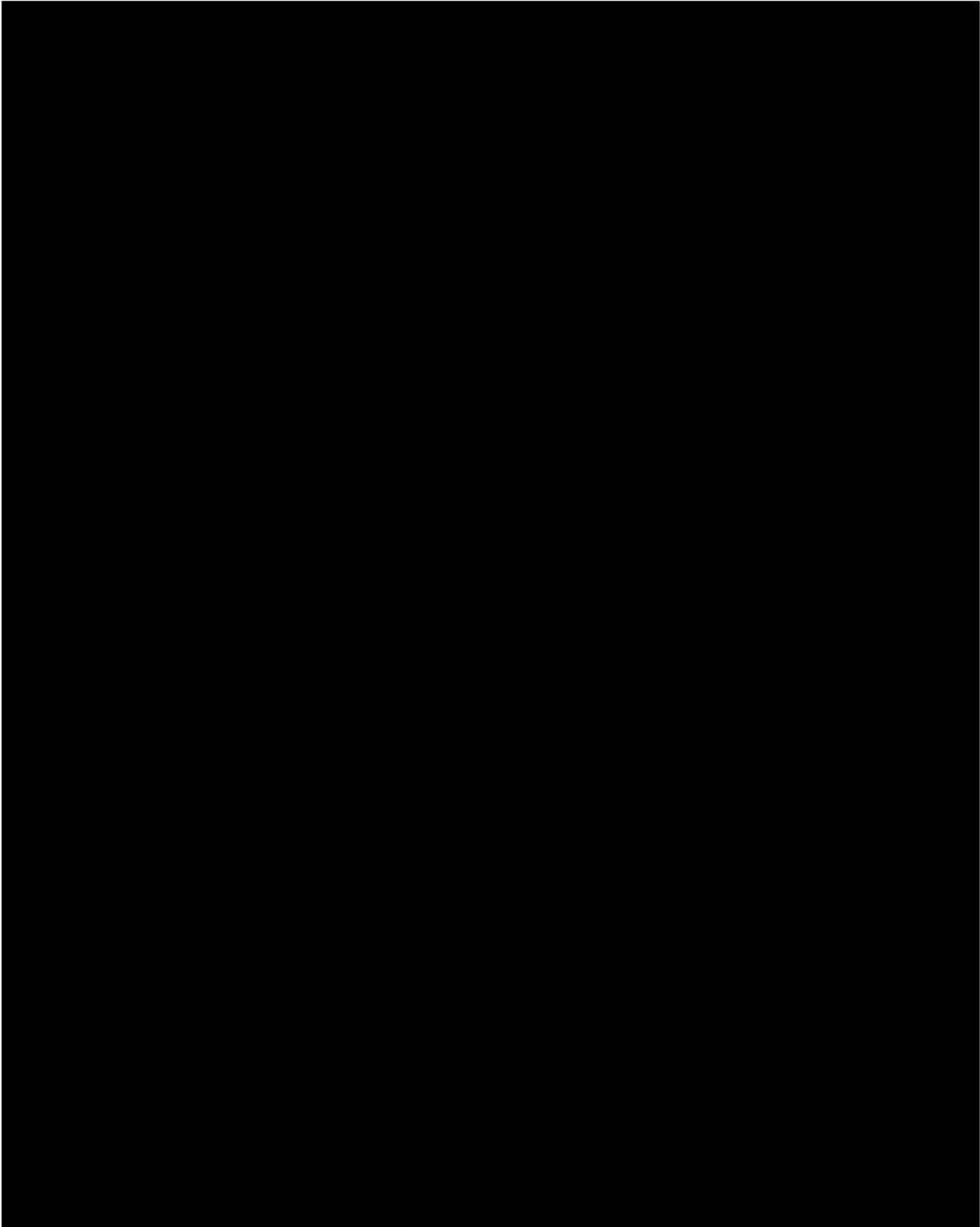
EXHIBIT D – Prime Terms & Conditions

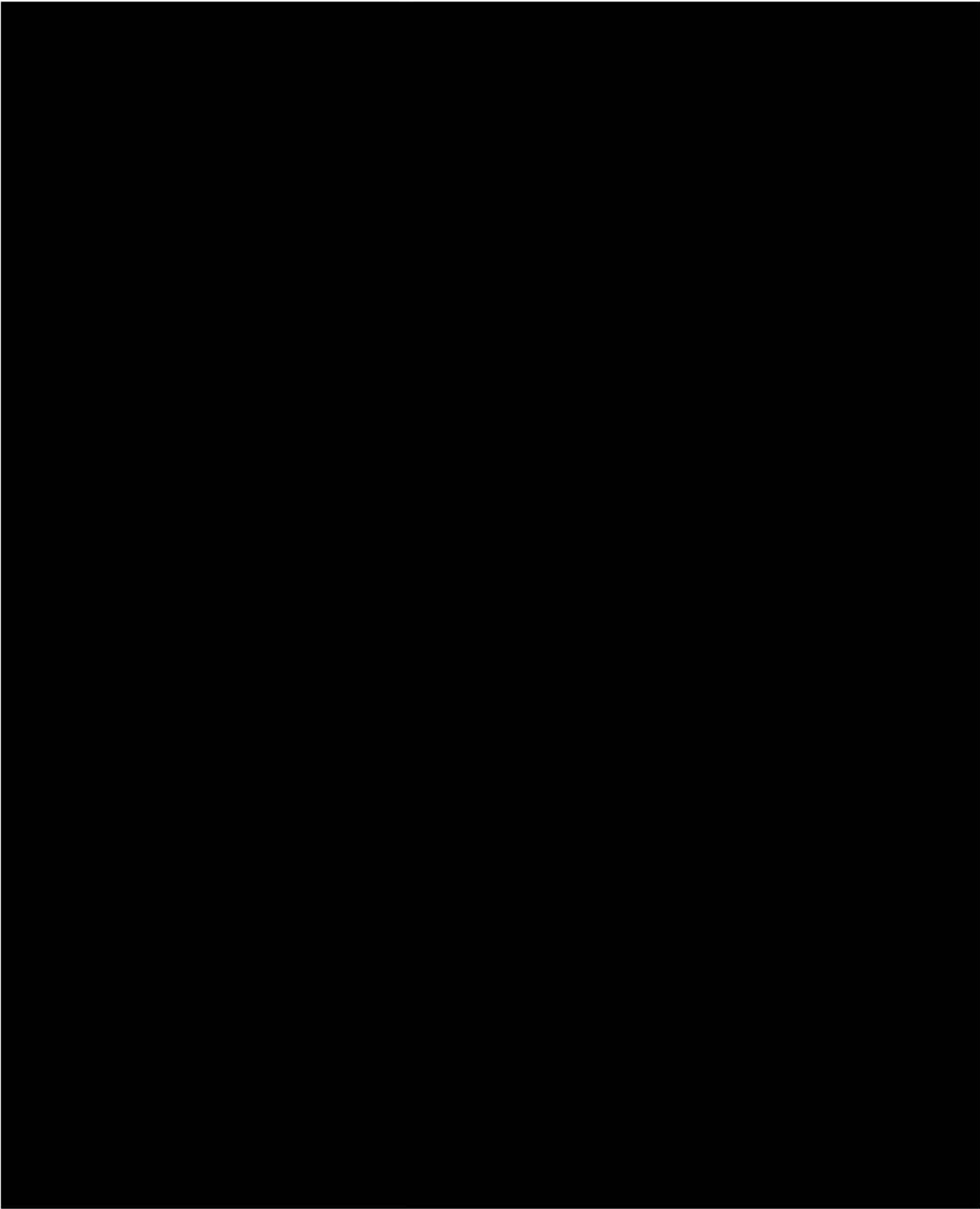
EXHIBIT E – Contact Information

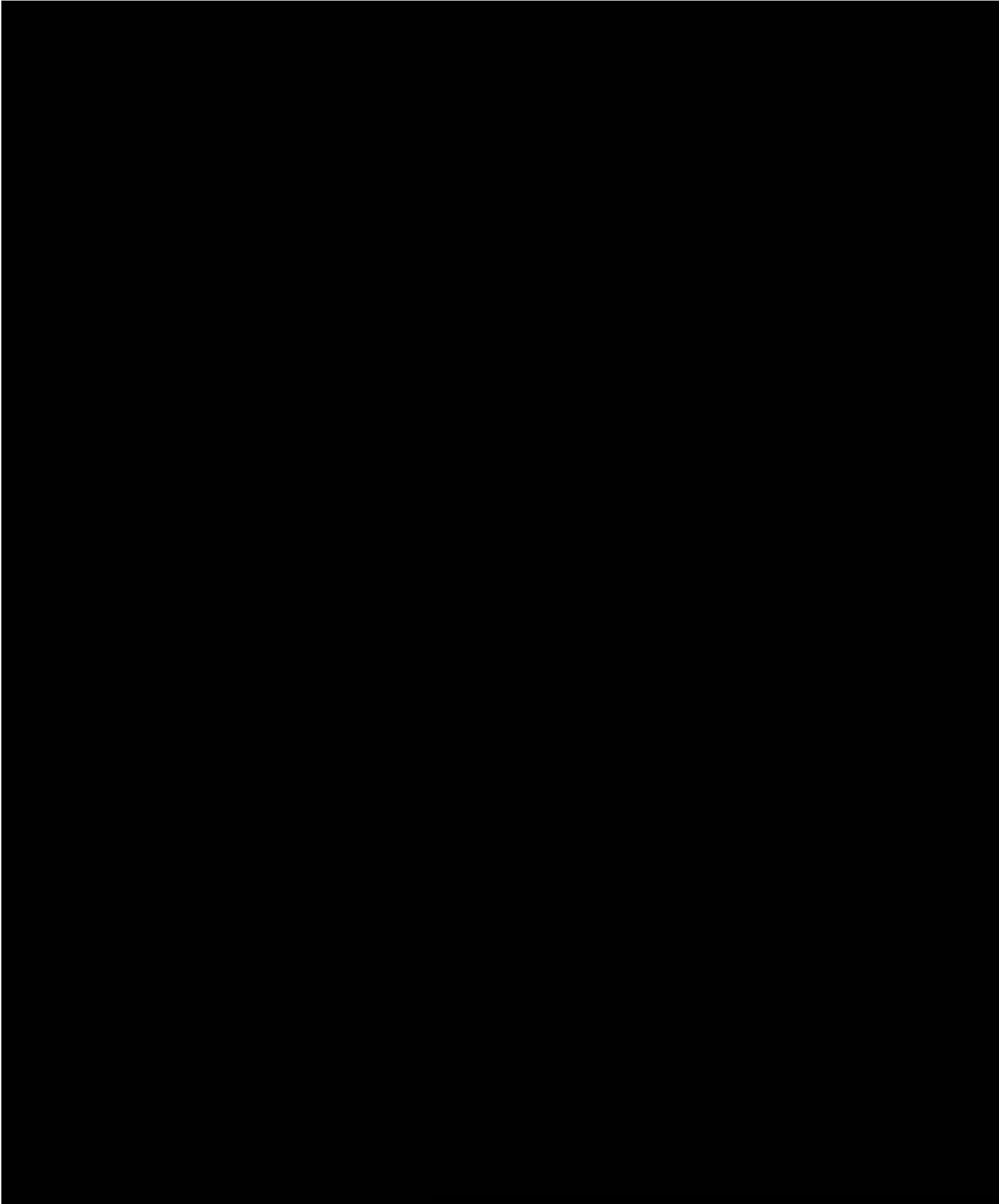
EXHIBIT F – Reporting Requirements

EXHIBIT G – Associate Contractor Agreement









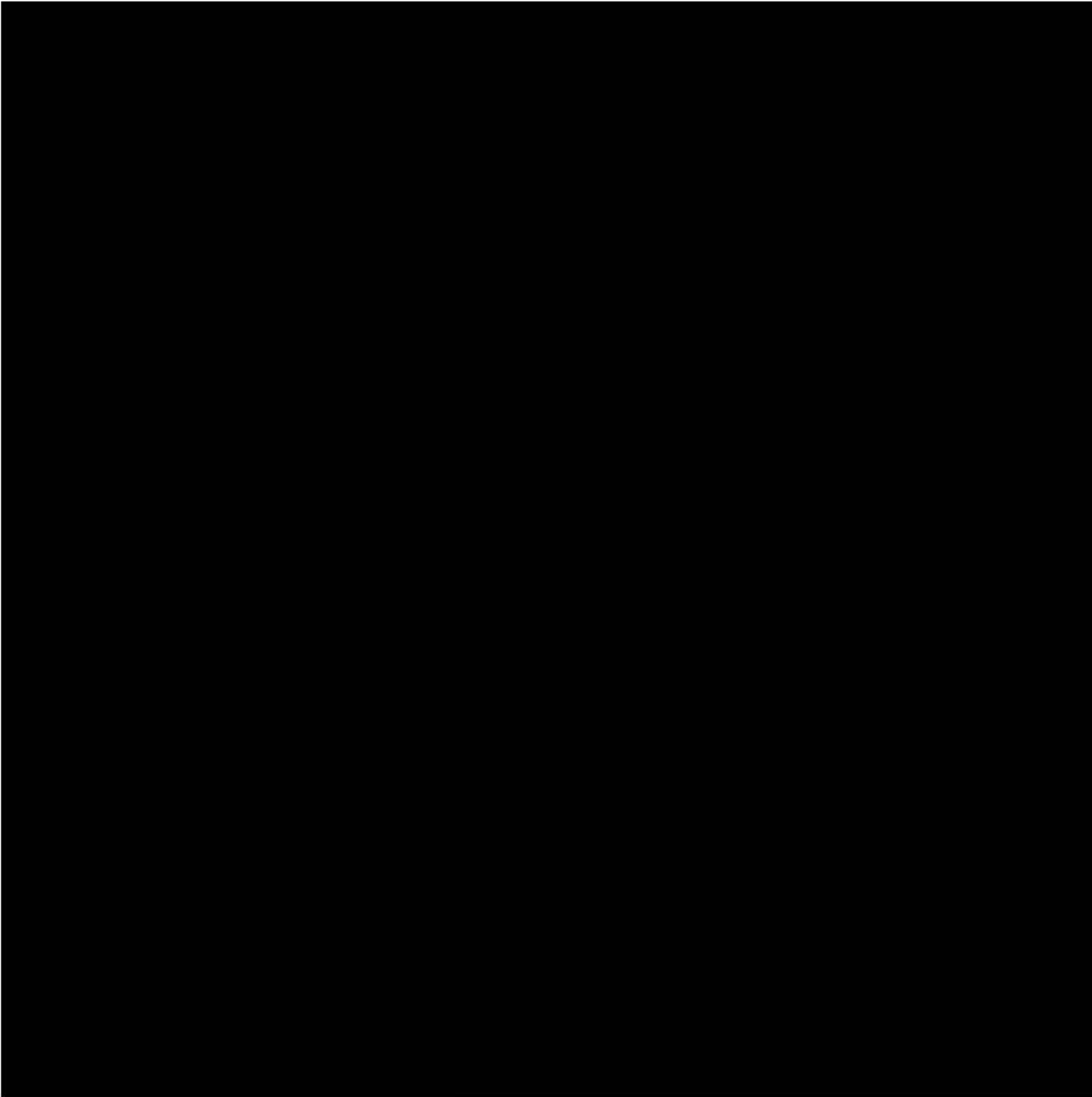


Exhibit B

Kitware Inc.
Budget Summary Rollup
DARPA SemaFor

SUBCONTRACTOR



Kitware Inc.
Budget Summary Rollup
DARPA SemaFor

SUBCONTRACTOR



ODCs Support
DARPA SemaFor

SUBCONTRACTOR

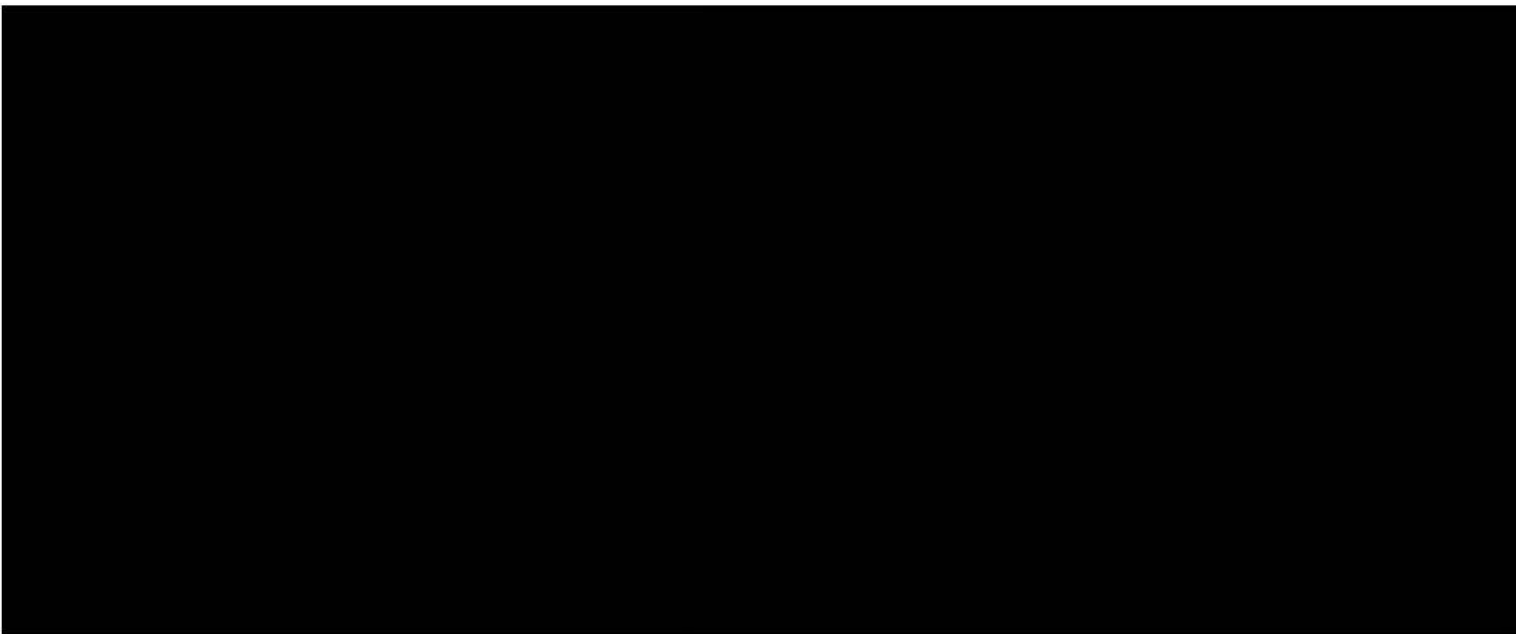


Direct Labor Table

SUBCONTRACTOR

Escalation Rate 3.00%





**Subcontract [REDACTED] – Exhibit C
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

The signature by an authorized agent of the Offeror on the last page of this document constitutes the execution of all applicable representations and certifications.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 Women-Owned Business (Other Than Small Business) (OCT 2014)

(a) *Definition.* *Women-owned business concern*, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are () are not (X) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are () are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have , have not (X) ,within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(J) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (X), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 Small Business Program Representations (OCT 2014) ALTERNATE I (MAY 2014)

(a) *Definitions*. As used in this provision—

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is—
[611310].

(2) The small business size standard is [611310 - Colleges, Universities, and Professional Schools].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.* (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of

the HUBZone small business concerns participating in the HUBZone joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that --

(a) It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

52.226-2 Historically Black College or University and Minority Institution Representation (OCT 2014)

(a) *Definitions.* As used in this provision—

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) *Representation.* The offeror represents that it—

is is not a historically black college or university;

is is not a minority institution.

(End of provision)

52.204-7 System for Award Management (JUL 2013) as Amended per DFAR 252.204-7004 Alternate A, System for Award Management.

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.comwebform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.227-7017 Identification and assertion of use, release, or disclosure restrictions (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in

Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)***** NONE	(LIST) NONE	(LIST) NONE	(LIST) NONE

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).


****Corporation, individual, or other person, as appropriate.

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

Date
Printed Name and Title



Signature



(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

THE UNDERSIGNED OFFEROR CERTIFIES THAT THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS TRUE AND ACCURATE TO THE BEST OF ITS KNOWLEDGE.

BY EXECUTION OF THIS DOCUMENT, THE UNDERSIGNED OFFEROR AGREES TO PROVIDE IMMEDIATE WRITTEN NOTICE TO KITWARE, INC. IF, AT ANY TIME DURING THE EFFECTIVE PERIOD OF THIS DOCUMENT, THE UNDERSIGNED OFFEROR LEARNS THAT THIS DOCUMENT WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

Signature signifying accuracy and completeness of the above representations and Certifications:



EXHIBIT D
Prime Terms and Conditions

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection of Research And Development (Short Form)	APR1984
52.242-15	Stop-Work Order (Aug 1989); Alt. 1	APR 1984
52.247-34	F.O.B Destination	NOV 1991
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 202
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2020
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-14 Alt I	Integrity of Unit Prices (JUN 2020) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data --Modifications	JUN 2020

52.215-23 Alt I	Limitations on Pass-Through Charges (JUN 2020) - Alternate I	OCT 2009
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.216-7Alt II ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with subpart 31.3 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (3) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(4) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific 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.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

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

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded 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 indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and

<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items

treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

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

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

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

Not Applicable

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

Arizona State University
Columbia University
Eduworks
State University of New York, Albany
University of Illinois at Urbana-Champaign
University of Michigan

(End of clause)

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

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

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

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. HR001120C0123. This may be confirmed by contacting DCMA Hartford."

(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):

<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Administrative Investigations, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 14L25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011. Website: <https://www.dodig.mil/Programs/Contractor-Disclosure-Program/>.

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;

(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. HR001120C0123.

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

(End of clause)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-O0004) (FEB 2020)

(a) Definitions. As used in this clause -

Government property is defined in the clause at FAR 52.245-1, Government Property.

Loss of Government property means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to -

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Unit acquisition cost means -

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For Contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Property Loss Function in the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE) for reporting loss of Government property. Reporting value shall be at unit acquisition cost. Current PIEE users can access the GFP Module by logging into their account. New users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

- (3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to
- (i) Theft;
 - (ii) Inadequate storage;
 - (iii) Lack of physical security; or
 - (iv) "Acts of God".
- (4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.
- (End of clause)

INSTITUTION / ORGANIZATION CONTACT INFORMATION

NAME (Legal Entity): AZ Board of Regents on behalf of Arizona State University

ADDRESS: P.O. Box 876011

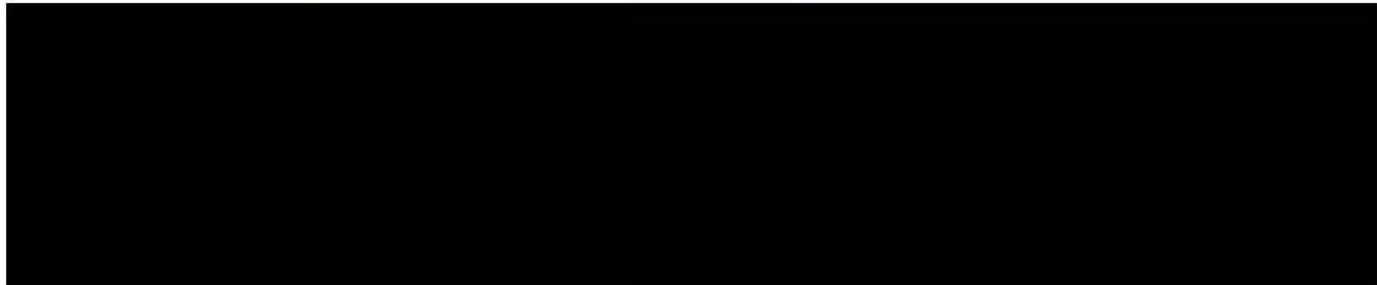
CITY: Tempe

STATE: AZ

ZIP CODE +4: 85287-6011

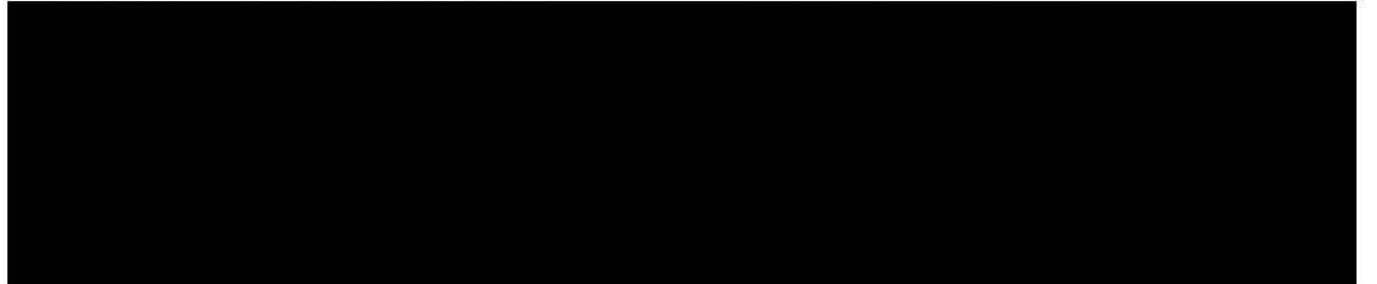
CONTRACTS/GRANTS OFFICIAL

ADMINISTRATIVE CONTACT



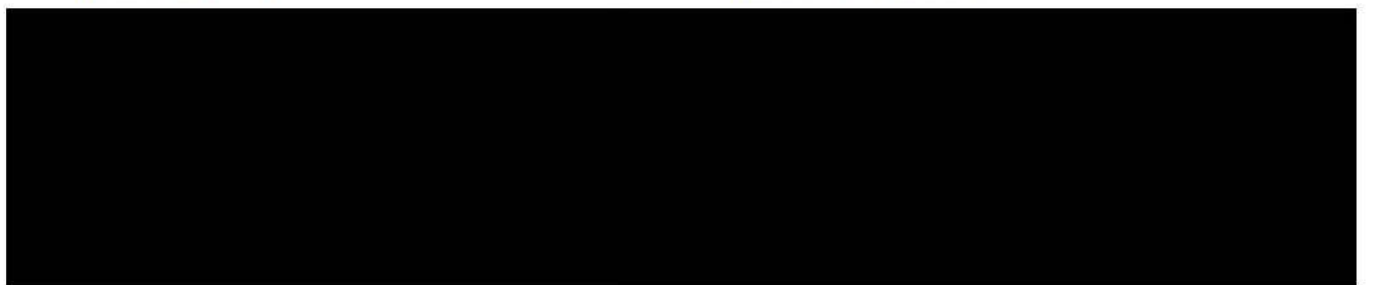
TECHNICAL/PRINCIPAL INVESTIGATOR

OFFICIAL NOTICES CONTACT



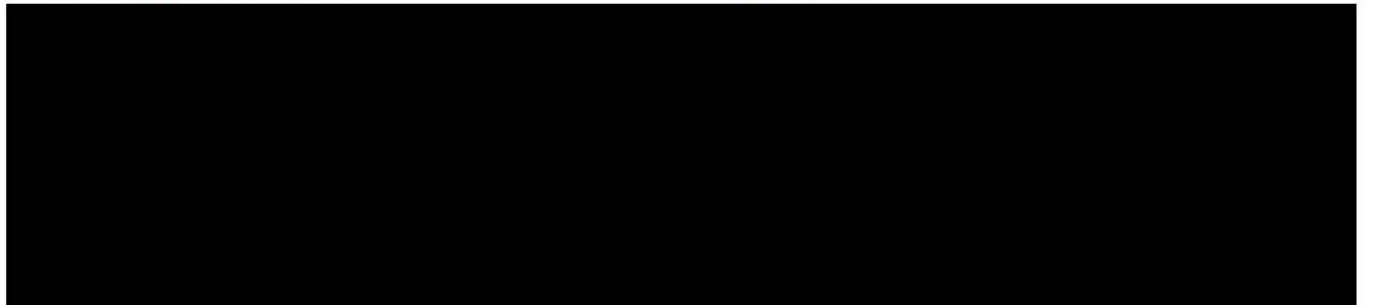
BILLING CONTACT

FINANCIAL CONTACT



AUTHORIZED OFFICIAL

AUDIT CONTACT



Subcontract [REDACTED]
EXHIBIT F
Reporting Requirements

TECHNICAL STATUS/PROGRESS REPORTS

Technical Reports are required by the Subcontractor to enable Kitware to meet its reporting obligations under the Prime DARPA Contract, [REDACTED]
[REDACTED]

- Quarterly R&D Status Report due at the end of each calendar quarter
- End of Phase Technical Report due at end of program phase
- Final Technical Report due at end of period of performance
- Agendas, meeting notes and presentation materials (as requested) to meet contract requirements

FINAL FINANCIAL STATUS REPORT/FINAL INVOICE

- The Final Invoice is due within sixty (60) days after the Period of Performance
- Submit via email to: [REDACTED]
- The Final Invoice shall include the following certification or similar version thereof:

“Payment of this Final invoice shall constitute complete satisfaction of all of Kitware’s obligations under this Subcontract and SUBCONTRACTOR releases and discharges Kitware from all further claims and obligations upon payment hereof.”

ANNUAL/FINAL REPORT OF INVENTIONS AND SUBCONTRACTS

- Due annually and within thirty (30) days after the Period of Performance
- Utilize DoD Form [DD882](#)
- Submit via email to: [REDACTED]

CLOSEOUT PACKAGE

A Closeout Package will be sent to the SUBCONTRACTOR’s Administrative/Contracting Contact upon expiration or termination of Subcontract.

Final payment cannot be made nor can the Subcontract be closed out until SUBCONTRACTOR delivers to Kitware all forms and reports required.

The closeout of this Subcontract does not affect the right of Kitware or the Sponsor to disallow costs and/or recover funds on the basis of a later audit or other review.

**DARPA SemaFor PROGRAM
ASSOCIATE CONTRACTOR AND PROPRIETARY INFORMATION AGREEMENT**

PARTIES TO THIS AGREEMENT

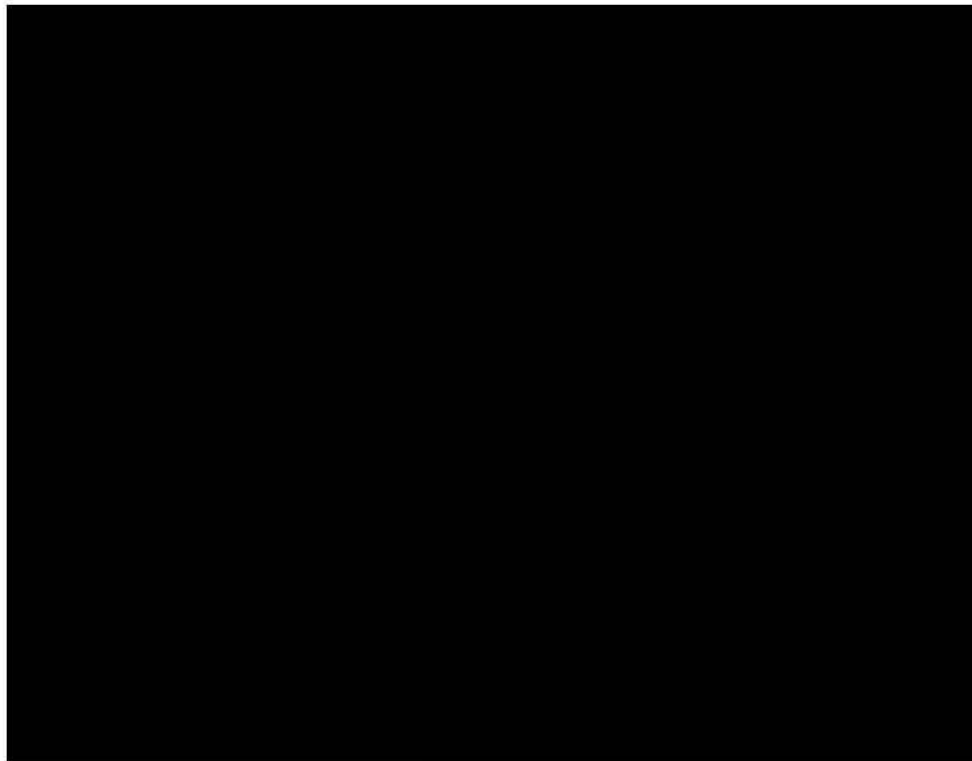
This Associate Contractor and Proprietary Information Agreement (hereinafter the "Agreement") is entered into and made effective as of **contract award** ("Effective Date"), by and between: **Accenture Federal Services, Kitware, Inc., Lockheed Martin ATL, PAR Government Systems Corporation, New York University (NYU), NVIDIA Corporation, Purdue University, SRI International, Systems & Technology Research (STR), University of California – Berkeley (UC Berkeley), and Carahsoft.**

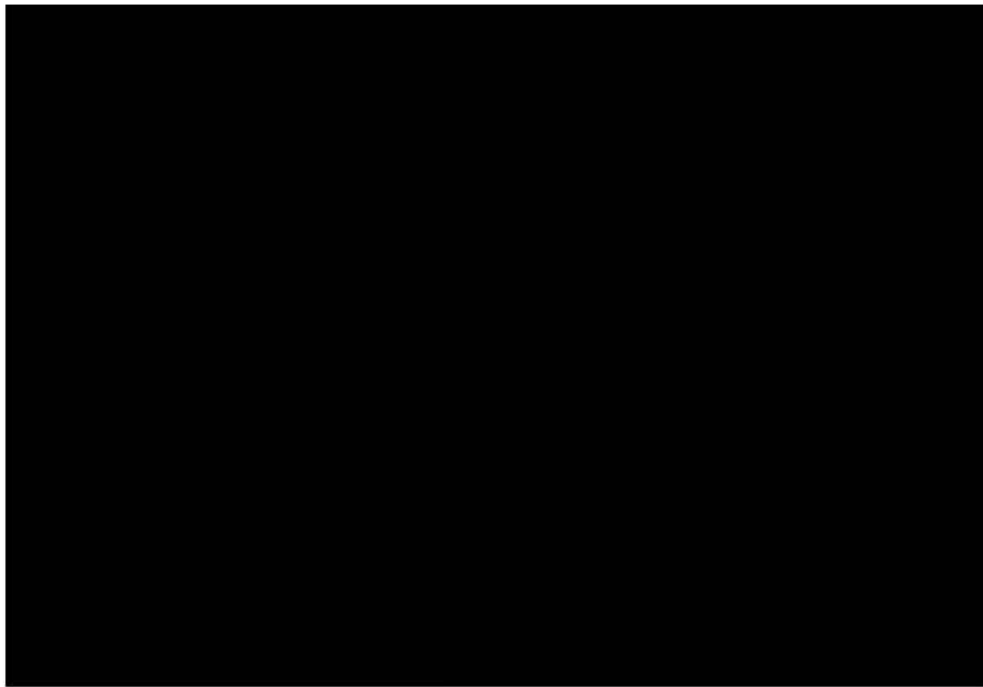
All parties to this agreement are hereinafter referred to individually as the "Party" and collectively as the "Parties."

TERMS AND CONDITIONS

1. BACKGROUND

- 1.1 The Parties are under separate contracts (hereinafter referred to individually as the "Contract" and collectively as the "Contracts") with the United States Government (hereinafter "Government"), which obligate each Party to cooperate with each other.
- 1.2 The Contracts are identified as follows





- 1.3 The performance of the respective Contracts and the cooperation envisioned there under require that the Parties exchange Program Products (as defined in Article 2.0 below) and Proprietary Information (as defined in Article 2.0 herein below), which relate to the Contracts listed above.
- 1.4 The Parties desire to enter into this Agreement in order to (a) fulfill their obligations to the Government, (b) to establish a system for effectuating the disclosure and transfer of information and data, and (c) to protect Proprietary Information from unauthorized use and disclosure. Neither party intends to assume, nor shall this Agreement be construed to impose, any obligation that exceeds the scope of, or is inconsistent with, any of the obligations of any party under its respective Contract.
- 1.5 In the event of any conflicts or incompatibilities between the respective Contract(s) of the Parties, such conflicts or incompatibilities shall be resolved through discussions between the Parties, the associated Program offices and the cognizant Procuring Contracting Officer(s) (hereinafter "PCO"), as appropriate. Should interface incompatibility issues arise that affect the technical integration of the Contract(s), the respective Party/Parties shall promptly notify the DARPA SemaFor Program Manager and contracting officer representative (hereinafter "COR"). The Government will determine the appropriate corrective action and will issue guidance to the affected Party/Parties.
- 1.6 Nothing in this Agreement shall be deemed to affect each Party's requirement to comply with FAR subpart 9.5, Organizational Conflicts of Interest.

2. DEFINITIONS

- 2.1 "Intellectual Property" shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and Proprietary Information of either Party.
- 2.2 "Program Products" means all products of a programmatic, technical or scientific nature that are disclosed or exchanged by one Party to another under or in connection with this Agreement, whether ephemeral or in permanent form. Program Products in permanent form may include written or electronic correspondence; drawings; data; media (including, but not limited to text, image, video, audio); machine learning, AI or other computational

models; algorithms; user interfaces; software architecture; computer software; threat models; challenge problems; evaluation processes, metrics, assessments, and results; documentation of system architectures, APIs, algorithms, user interfaces, or other capabilities; or briefings related to capabilities developed on the program. Ephemeral Program Products may include non-recorded telephone or other oral communications, the visual presentation of briefings, or inspections of facilities or equipment.

2.3 "Proprietary Information" means information or products deemed proprietary or confidential to the furnishing Party (in accordance with the Intellectual Property clauses of the furnishing Party's contract) that are disclosed or exchanged by the furnishing Party to a receiving party under or in connection with this Agreement. Proprietary Information shall be identified as follows:

2.3.1 All documents and other tangible materials shall be marked with an appropriate restrictive legend in such a manner that reasonably identifies the proprietary nature of the document or material to the receiving Party. If Proprietary Information is considered a trade secret by the disclosing party or subject to export controls, this shall be specifically noted in addition to any other markings included thereon; and

2.3.2 In the case of other disclosures (e.g., visual or oral), materials shall be identified as proprietary at the time of disclosure by the furnishing Party, and then shall be reduced to a written listing or summary, which listing or summary is marked with an appropriate restrictive legend and is delivered to the receiving Party within thirty (30) days after disclosure. During this 30-day period, such information so disclosed shall be provided the same protection as Proprietary Information identified in accordance with subparagraph 2.3.1 above.

3. RELATIONSHIP OF THE PARTIES

This Agreement does not create, nor shall this Agreement be construed in any way as creating, a joint venture, teaming arrangement, partnership, or agency relationship between the Parties. No Party, nor any of its respective officers, employees or agents shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of the other Parties.

4. COSTS AND EXPENSES

Each Party shall bear all costs and expenses incurred by it in the preparation, execution or performance of its obligations under this Agreement.

5. POINTS OF CONTACT

5.1 Each Party shall designate a Program Manager (PM) or Principal Investigator (PI) (Exhibit A) who will represent that Party in connection with the performance of its obligations to exchange and protect Program Products under this Agreement.

5.2 Each Party shall designate a point of contact for the provision of any legal or contractual notices that may be issued hereunder. Any such notices sent by courier, mail, email or telegram shall be effective, unless otherwise provided herein, or in the notice, upon receipt at the address of the other Party as specified in this Agreement.

5.3 All points of contact required pursuant to 5.1, and 5.2, hereinabove shall be designated in writing in Exhibit A. Each Party may change their points of contact from time to time by providing the other Parties a revised Exhibit A.

6. PROCEDURES

6.1 Any disclosure or exchange of Program Products between the Parties under or in connection with this Agreement and agreed to by the Parties as needed shall:

- 6.1.1 Specify the activities to be performed by the other Party; and
 - 6.1.2 Define the originating Party's program interfaces, inclusive of points-of-contact, telephone and email address; and
 - 6.1.3 Provide sufficient data for insight into schedule and performance status in order that the receiving Party reasonably support timely program milestone completion; and
 - 6.1.4 Specify compliance required by the other Party for data standardization and data exchange; and
 - 6.1.5 Identify potential conflicts between the Contracts and this Agreement, including agreements on restriction of employees. If necessary, the Parties shall cooperate in good faith to create an Organizational Conflict of Interest mitigation Plan for Government review and approval.
- 6.2 If required by any Party's Contract or if otherwise mutually agreed, representatives of the Parties shall participate in meetings at mutually agreeable times and places to discuss matters of mutual concern within the scope of this Agreement. Such meetings may be established to define interface parameters, and to resolve any disputes that may arise hereunder, including recording and publishing meeting minutes; preparation, coordination and distribution of agendas; and follow-up and status reporting on any action items or action plans established at any meeting.

7. VISITS

If required by any Contract and if mutually agreed to by the parties, representatives of one Party may visit facilities of another Party at reasonable times during normal business hours of the hosting Party. Advance authorization of the hosting Party must be obtained. The hosting Party shall furnish the visiting Party with appropriate identification and such other assistance as may be reasonably necessary to accomplish the purposes of the visit. The visiting Party shall comply with the hosting Party's security and safety policies and procedures to the extent they are made known while on the hosting Party's premises.

8. CONFIDENTIALITY OBLIGATIONS AND RESTRICTIONS

With respect to Proprietary Information defined and identified pursuant to Article 2 above, the receiving Party will:

- 8.1 Hold it in confidence for five (5) years after termination of this Agreement, applying the same degree of care that it applies to its own Proprietary Information of a like nature, but no less than reasonable care,
- 8.2 Use it only for the purpose set forth in the Contract(s) or under this Agreement,
- 8.3 Make it available only to its employees, including officers and directors, who are bound by and have been made aware of the restrictions contained herein concerning the use of such Proprietary Information, and who have a "need to know" in order to carry out their respective functions in connection with the purpose set forth in the Contract(s),
- 8.4 Not otherwise use or disclose it to third parties, including affiliates, without authorization in writing by the furnishing Party, except that it may be disclosed to the Government pursuant to Article 9 herein below if the Government requires such disclosure, provided however, that it must be disclosed with its original restrictive legends and such other markings as may be required under Government regulations to preserve its proprietary nature,
- 8.5 Be responsible for ensuring that any complete or partial reproduction of the Proprietary Information bears the original restrictive legends, and
- 8.6 Control access to such Proprietary Information under and in accordance with all applicable U.S. export and security laws and regulations.

9. DISCLOSURE

- 9.1 Each Party may disclose Proprietary Information of the other Party to the Government during the term of this Agreement but only to the extent necessary to perform its obligations under this Agreement or its Contract, provided however, that the Proprietary Information is marked with an appropriate restrictive legend pursuant to the then current guidance in the Federal Acquisition Regulations and further provided that the Party owning such Proprietary Information shall be promptly notified of the request prior to disclosure.
- 9.2 Each party may also disclose the Proprietary Information of the other Party to a recipient consultant providing assistance to the Government or to its own recipient subcontractors or consultants, provided the recipient has executed a Proprietary Information Agreement with one of the Parties to this agreement, for this effort, that requires the recipient subcontractor or consultant to protect Proprietary Information to the same extent that Parties to this agreement are obligated to protect it.
- 9.3 Each Party may also provide a copy of this Agreement to its PCO for approval or informational purposes, in accordance with the requirements of its Contract.
- 9.4 Should the receiving party be faced with legal action or a requirement under Government regulation to disclose Proprietary Information received hereunder, the receiving Party shall forthwith notify the furnishing Party, where legally permitted. Upon the request, and at the expense of the latter, the receiving Party shall cooperate with the furnishing Party in contesting such disclosure. Except in connection with failure to reasonably discharge responsibilities set forth in this paragraph, neither Party shall be liable in damages for any disclosures of information received hereunder pursuant to law, subpoena, or judicial action or Government regulations. To the extent that such information is not entered into the public record, it shall remain Proprietary Information and subject to the obligations set forth herein
- 9.5 No news release, publicity, advertising or other such public statement regarding any relationship between the Parties concerning this Agreement shall be made by either Party without the prior written approval of the other Parties, which shall not be unreasonably withheld, subject to any applicable Open Records Law.

10. NO GRANT OF LICENSE/ NO WARRANTY

- 10.1 Except as expressly provided for herein or hereinafter in writing, no license under any patents or any other proprietary right is granted or conveyed by one Party's transmitting Proprietary Information or other information to the other Party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the furnishing party or the receiving Party with respect to infringement of patent or any other proprietary right of others. The disclosing Party sharing Proprietary Information shall make the parties aware of any claims known, to the best of their knowledge, of infringement of patents or proprietary claims of others pertaining to that Proprietary Information.
- 10.2 The furnishing Party makes no other warranties under this Agreement. The furnishing Party is providing the Proprietary Information hereunder on an "as is" basis. The furnishing Party shall not be liable for damages arising from the receiving Party's use of or reliance on information disclosed hereunder.

11. LIMITATIONS OF OBLIGATIONS

- 11.1 Information shall not be afforded the protection of this Agreement from and after the first to occur of the following:
 - When it is independently developed by the receiving Party without the use, directly or indirectly, of Proprietary information received under this Agreement by individuals who had no access to the Proprietary Information,

- If it is known by the receiving Party at the time of disclosure under this Agreement.
- When the receiving Party lawfully obtains it without restriction from a third party,
- When it becomes publicly available other than through the fault or negligence of the receiving Party,
- When it is disclosed by the furnishing Party to a third party without restriction; or
- When it is delivered to the Government by the originating Party with unlimited rights to use.

11.2 Neither Party shall be liable for the inadvertent or accidental disclosure of Proprietary Information of the other Party if such disclosure occurs despite the exercise of the same degree of care, but in no event less than reasonable degree of care, that the Party normally takes to preserve its own proprietary data or information. Upon discovery or notification of such inadvertent or accidental disclosure the receiving Party shall notify the furnishing Party and endeavor to correct the effects of and to prevent any further inadvertent or accidental disclosure.

11.3 Nothing in this agreement should be construed as a requirement for any Party to receive any Proprietary Information.

12. INTELLECTUAL PROPERTY

It is mutually understood and agreed that neither Party shall acquire, directly or by implication, any rights in any Intellectual Property of the other Party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this Agreement or during performance thereof, including but not limited to, inventions described and claimed in applications for U.S. Letters Patent filed prior to the date of this Agreement, subject to any rights of the Government under the Contract(s).

13. EFFECTIVE DATE, EXPIRATION AND TERMINATION

13.1 This Agreement shall be effective on the date of the last signed below. Unless otherwise agreed to in writing between the Parties, this Agreement shall continue until and expire upon the termination or completion of all of the Contracts listed in Article 1 hereinabove, unless earlier terminated as provided for below. The term of the protection of the Proprietary Information, however, shall continue for the period set forth in Article 8 hereinabove.

13.2 This Agreement may be terminated as follows:

13.2.1 By the withdrawing Party giving the other Parties thirty (30) calendar days written notice of termination; or

13.2.2 At the written direction of a relevant Party's cognizant contracting officer or by Contract requirement; or

13.2.3 At the written direction of the PCOs of all Contracts.

13.3 In the event of termination, no Party shall be relieved of its obligation to preserve Proprietary Information received prior to termination and the confidentiality thereof.

13.4 The following Articles shall survive the expiration or termination of this Agreement:

Article 4	Costs and Expenses
Article 8	Confidentiality Obligations and Restrictions
Article 9	Disclosure
Article 11	Limitations of Obligations
Article 12	Intellectual Property
Article 13	Effective Date, Expiration and Termination
Article 15	Post Expiration or Termination

Article 17	Limitation of Liability
Article 18	Governing Law
Article 19	Disputes
Article 20	Injunctive relief
Article 21	General

14. BREACH OR FAILURE TO PERFORM

- 14.1** Should a Party fail to protect the Proprietary Information of the other Party as required herein, such failure shall be deemed to be a material breach of this Agreement. In this event, the rights and remedies set forth in Articles 18 (Governing Law), 19 (Disputes) and 20 (Injunctive Relief) shall apply.
- 14.2** A Party who fails to perform its responsibilities as defined in this Agreement, or fails in any other way to cooperate with the other Party in exchanging Program Product(s) or Proprietary Information, and does not correct such failures within thirty (30) days after written notice of such failure from the other Party, shall be deemed to have breached this Agreement and voluntarily withdrawn from this Agreement. Such withdrawal shall be treated in the same manner as a termination in accordance with Article 16 herein below, entitled Post Expiration or Termination. Notwithstanding the foregoing, the non-breaching Party shall have the right to appeal through their cognizant PCO to the PCO of the breaching party for any Program Product(s) or Proprietary Information of the breaching Party which the non-breaching Party may require in the performance of their Contract(s).

15. POST EXPIRATION OR TERMINATION

- 15.1** Upon the expiration or termination of this Agreement, each Party shall cease use of Proprietary Information received from any other Party pursuant to this Agreement.
- 15.2** All Proprietary Information, including any copies thereof, shall be returned promptly to the furnishing Party or destroyed promptly at its request, together with all copies made thereof by the receiving Party. Upon request, the receiving Party shall send the furnishing Party a destruction certificate.
- 15.3** In the event, however, one Party's prime Contract is terminated by the Government and another Party remains dependent on Proprietary Information disclosed by the terminated Party, the other Parties shall request the rights to use such Proprietary Information through the completion of its prime Contract(s), and such request shall not unreasonably be denied. The continued use of such Proprietary Information shall be "as is" and at no cost to the terminated Party. Such data in possession of a non-terminated Party shall continue to be protected in accordance with the terms of this Agreement and returned pursuant to 15.2 upon completion of its Contract(s).

16. PRIME CONTRACT MATTERS

- 16.1** Each Party shall retain its responsibilities for timely performance under its respective Contract(s). Any adverse impact occasioned by this Agreement on performance or delays in delivery under the respective Contracts shall be subject to the terms of the applicable Contract and no Party shall be liable to another Party hereunder for any such impacts or delays.
- 16.2** Changes to any Party's Contract resulting from tasks undertaken under this Agreement are not authorized under this Agreement, but shall be submitted to the Government for review and approval and implementation under the Parties' respective Contract(s).

17. LIMITATIONS OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM A WILLFUL OR GROSSLY NEGLIGENT BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NOTWITHSTANDING ANY

OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL (INCLUDING MULTIPLE OR PUNITIVE) OR OTHER INDIRECT DAMAGES THAT ARE CLAIMED TO BE INCURRED BY THE OTHER PARTY WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY) OR OTHER THEORY OF LAW.

18. GOVERNING LAW

Regardless of the place of performance, this Agreement will be construed and interpreted according to the U.S. federal law, including applicable Federal Acquisition Regulations as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the Federal Government.

19. DISPUTES

- 19.1** The Parties involved in any Dispute hereunder will attempt to resolve the disagreement in good faith, referring the matter to executive staff for resolution, if needed, prior to pursuing other legal remedies. Either Party may seek injunctive relief in any court of competent jurisdiction against improper use of disclosure of Proprietary Information.
- 19.2** Notwithstanding the above, any Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Proprietary Information.

20. INJUNCTIVE RELIEF

- 20.1** Injunctive Relief. The receiving Party acknowledges that, in the event of a breach or threatened breach of the provisions of this Agreement, the furnishing Party, its parent, and/or its subsidiaries and/or affiliated companies, may not have an adequate remedy in money or damages and, accordingly, shall be entitled to seek an injunction against such breach. Excluding a willful or grossly negligent breach of this Agreement, direct, consequential, special, incidental and indirect damages are considered inadequate remedies and are expressly excluded.

21. REQUIRED FLOWDOWN

- 21.1** The Parties to this Agreement agree to incorporate the terms of this Agreement in all subcontracts, cooperative agreements, consultant agreements, and the like ("Subcontractor"), executed in support of the Party's SemaFor prime contract, where the Subcontractor(s) is expected to participate in and support the Party's responsibilities under this Agreement and/or may be required to have access to a disclosing Party's Proprietary Information.

22. GENERAL

- 22.1** Excusable Delay. No Party shall be responsible for any delay or failure in performance of its obligations under this Agreement arising out of causes beyond its reasonable control, including, but not limited to, acts of nature, fires, Governmental action, labor difficulties, civil disturbances, acts of terrorism, war, pandemic, or the inability to secure transportation.
- 22.2** No Assignment. No Party may assign or transfer its rights or obligations contained herein without the prior written consent of the other Parties, which consent shall not be unreasonably withheld; provided, assignment may be made to any entity succeeding to the entire interest of a Party's business or the business of the division or group originally responsible for performance hereunder.
- 22.3** Export Control. All transfers of Proprietary Information under the terms of this Agreement shall at all times be subject to the export control and other applicable laws and regulations

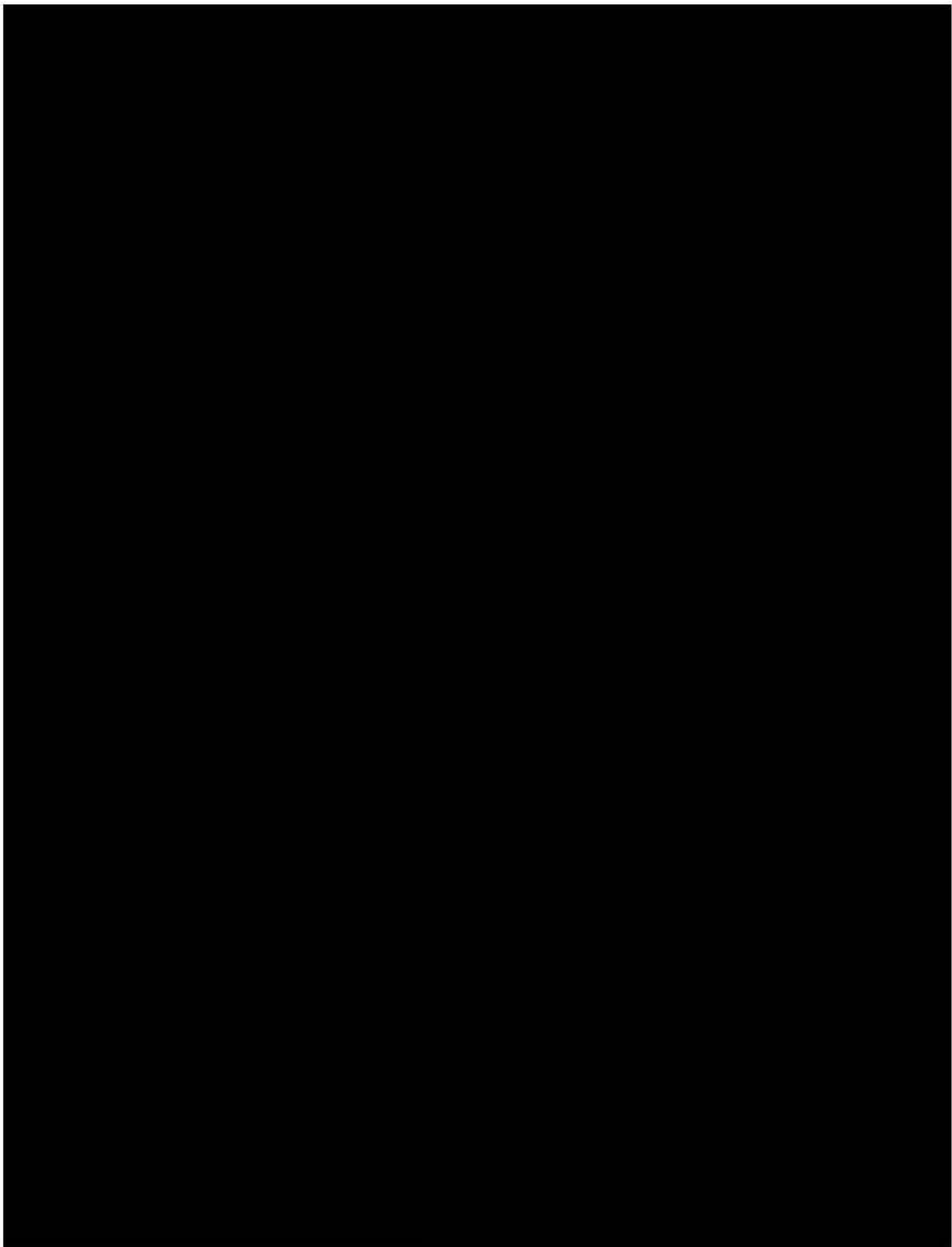
of the Government of the United States of America and any amendments thereof. Such laws and regulations include, but are not limited to the Arms Export Control Act of 1976 and the International Traffic in Arms Regulations (22CFR 120-130). Each Party agrees that it shall not make any disposition, by way of transshipment, re-export or transmitted, diversion or otherwise, except as said laws and regulations may expressly permit, of goods or data shipped from one Party to another, other than in and to the country declared as the ultimate destination on the export license issued by the government of country of origin. No Party will knowingly provide or make accessible to another Party any export-controlled information or technology without first informing the receiving Party of the export-controlled nature of the information or technology and obtaining from the receiving Party its written consent to accept such information or technology as well as any specific instructions regarding the mechanism pursuant to which such information should be passed. Each Party shall be responsible for its own compliance with all U.S. Export Control laws.

The institutions of higher learning are performing fundamental research that is exempt from export control licensing under applicable U.S. export control laws. As a result, the Universities do not wish to take receipt of export-controlled information or materials except as may be specifically agreed to in advance by a Party and for which the Party has made specific arrangements with the University. All export controlled technology shall be clearly marked as such including which authority governs the restriction and the Export Control Classification Number or United States Munitions List category, whichever is applicable. In those cases which the disclosing Party agrees and specific arrangement have been made, both Parties shall comply with all U.S. export laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement.

- 22.4 Modifications. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document titled "Modification" and executed by duly authorized representatives of all Parties to this Agreement.
- 22.5 Waivers. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same.
- 22.6 Severability. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions of this Agreement shall remain valid and enforceable.
- 22.7 Headings. Paragraph headings contained in this Agreement are included for convenience only, and shall have no substantive effect or form any part of the Agreement and understanding between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their authorized representatives.





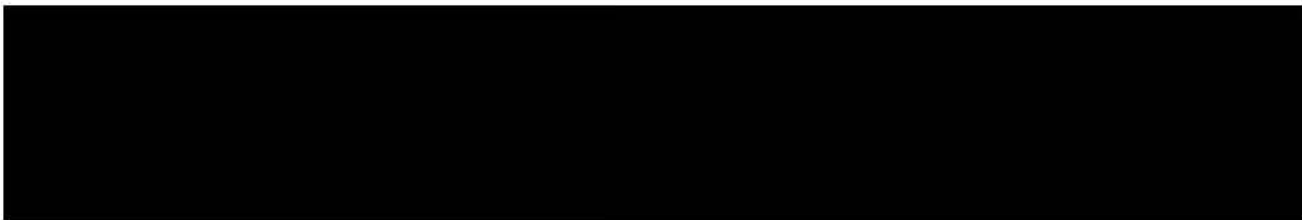
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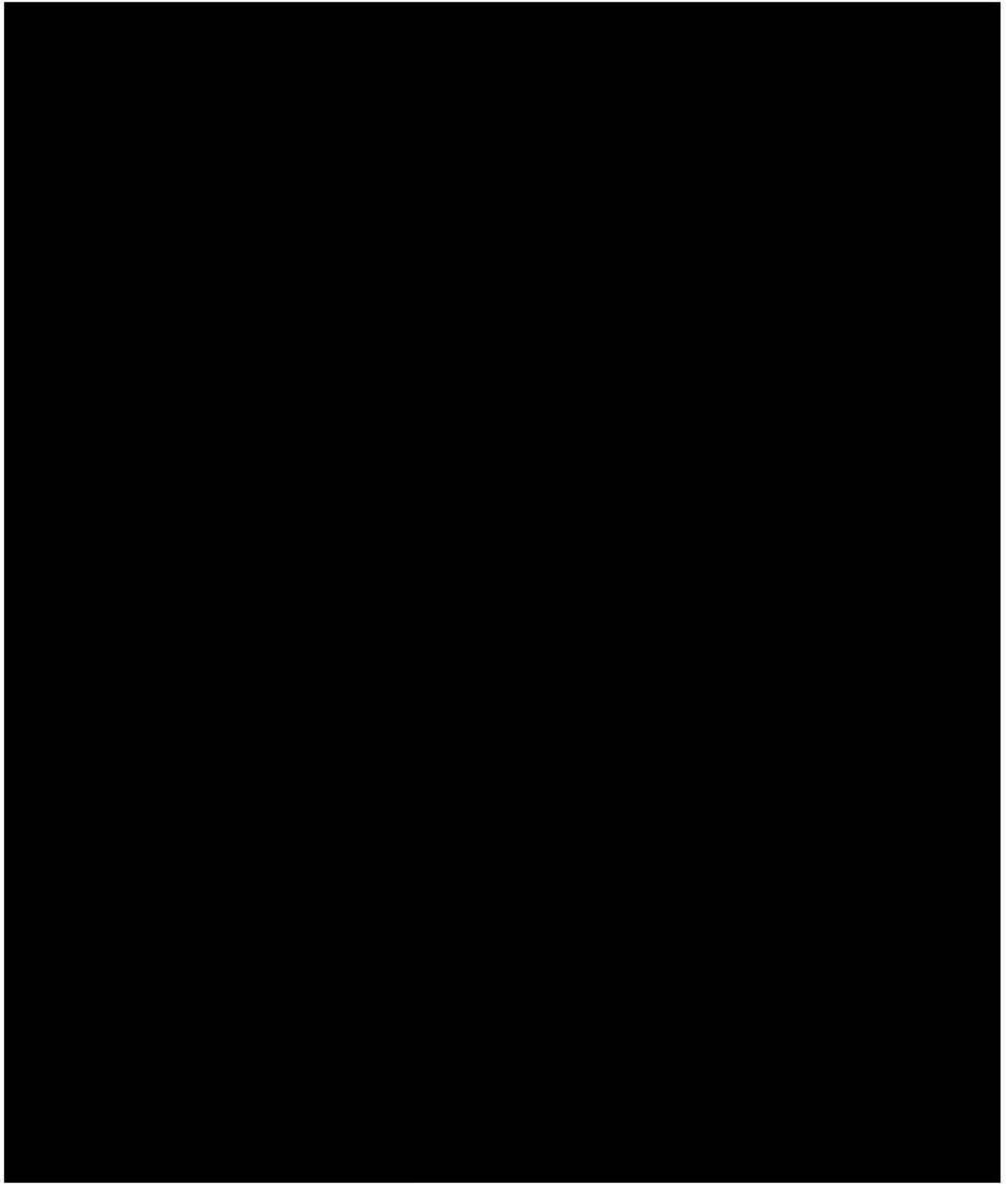
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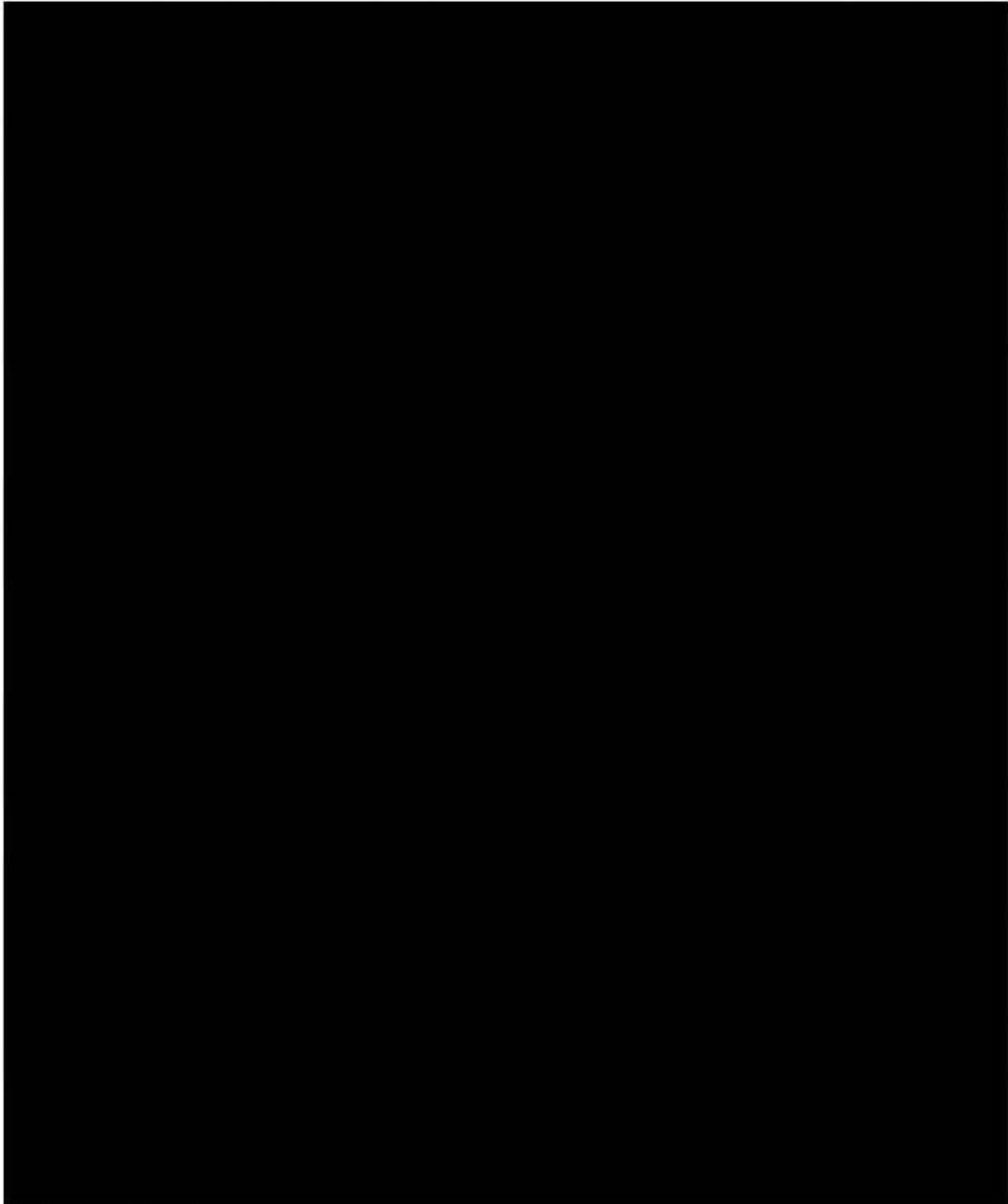
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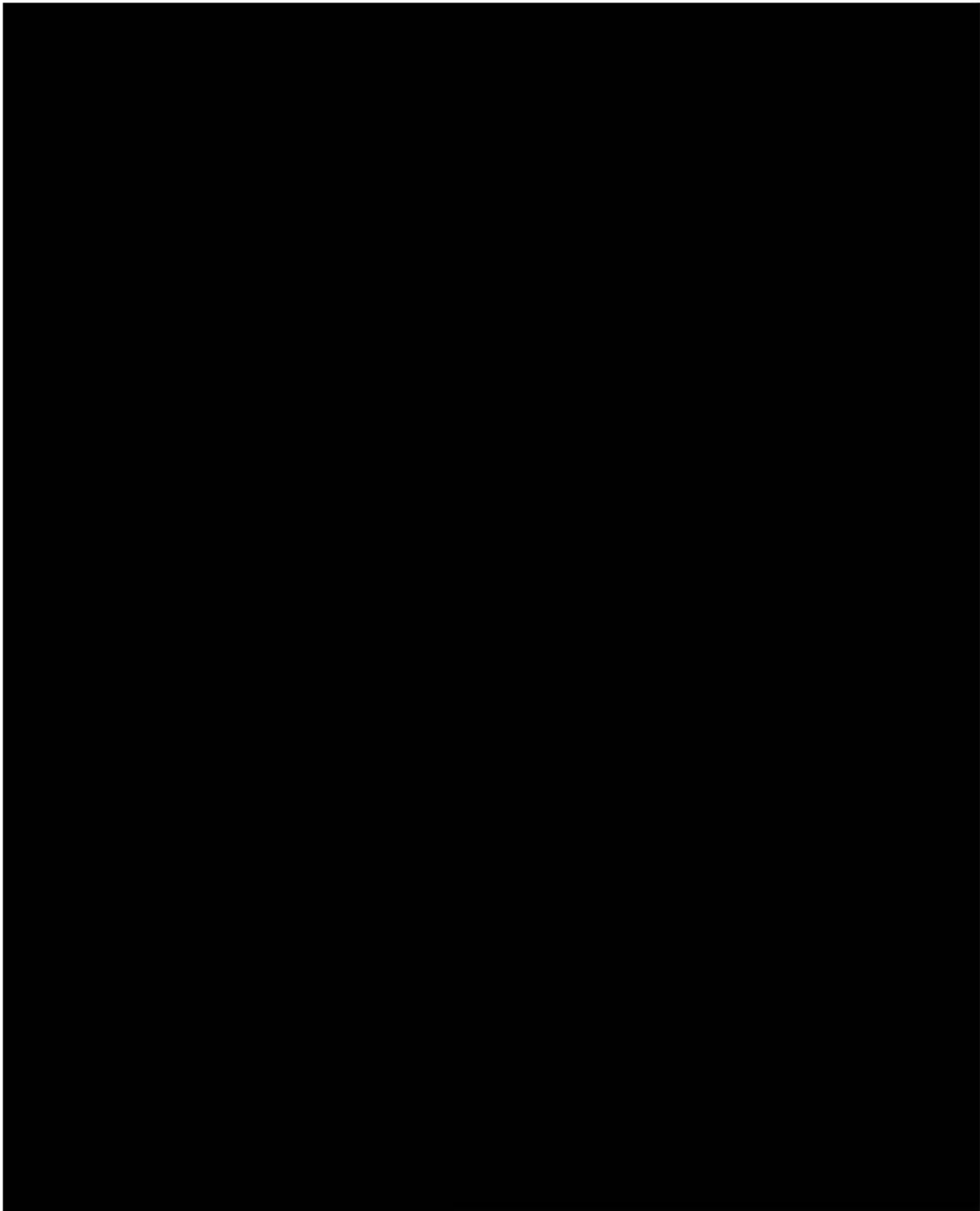




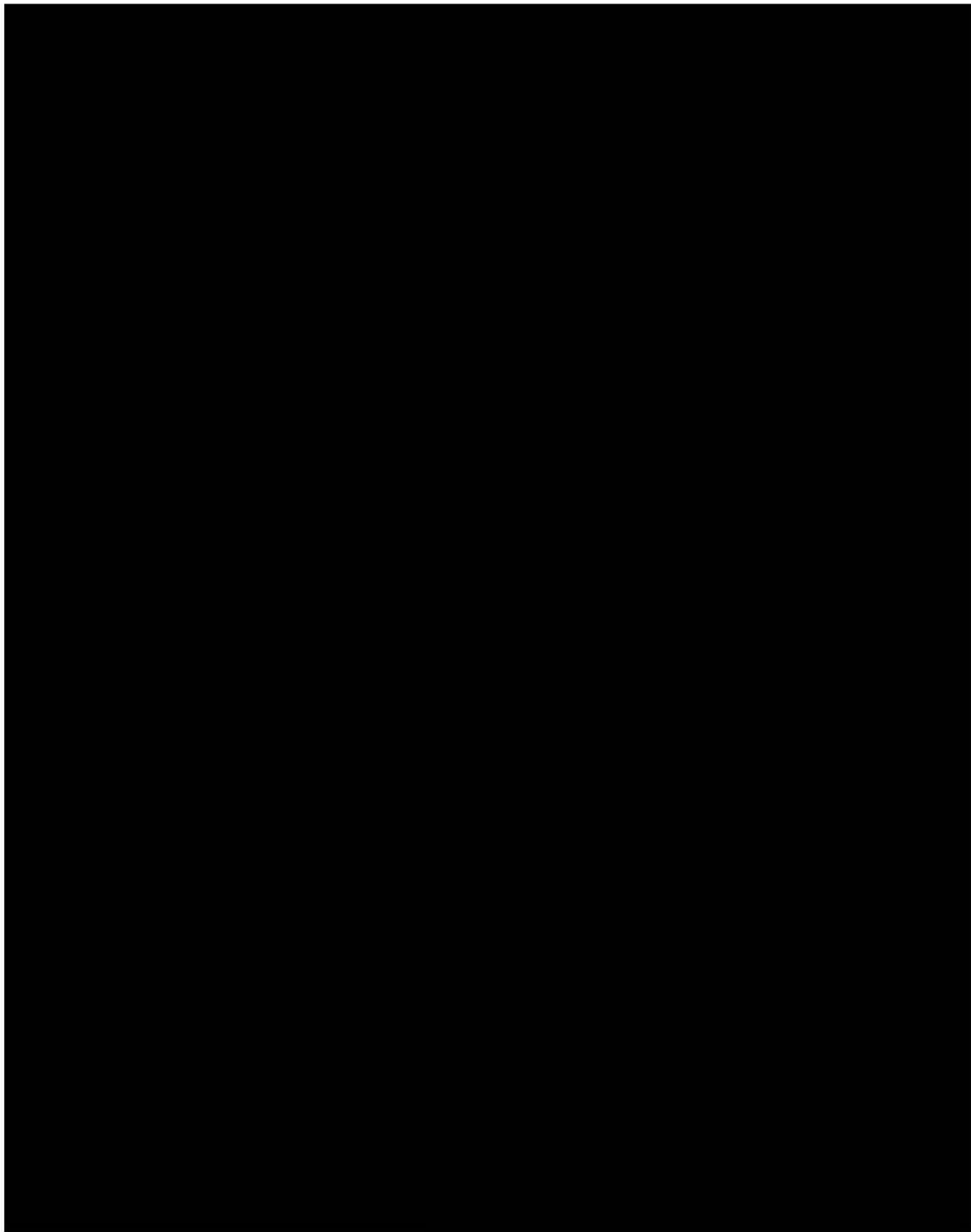
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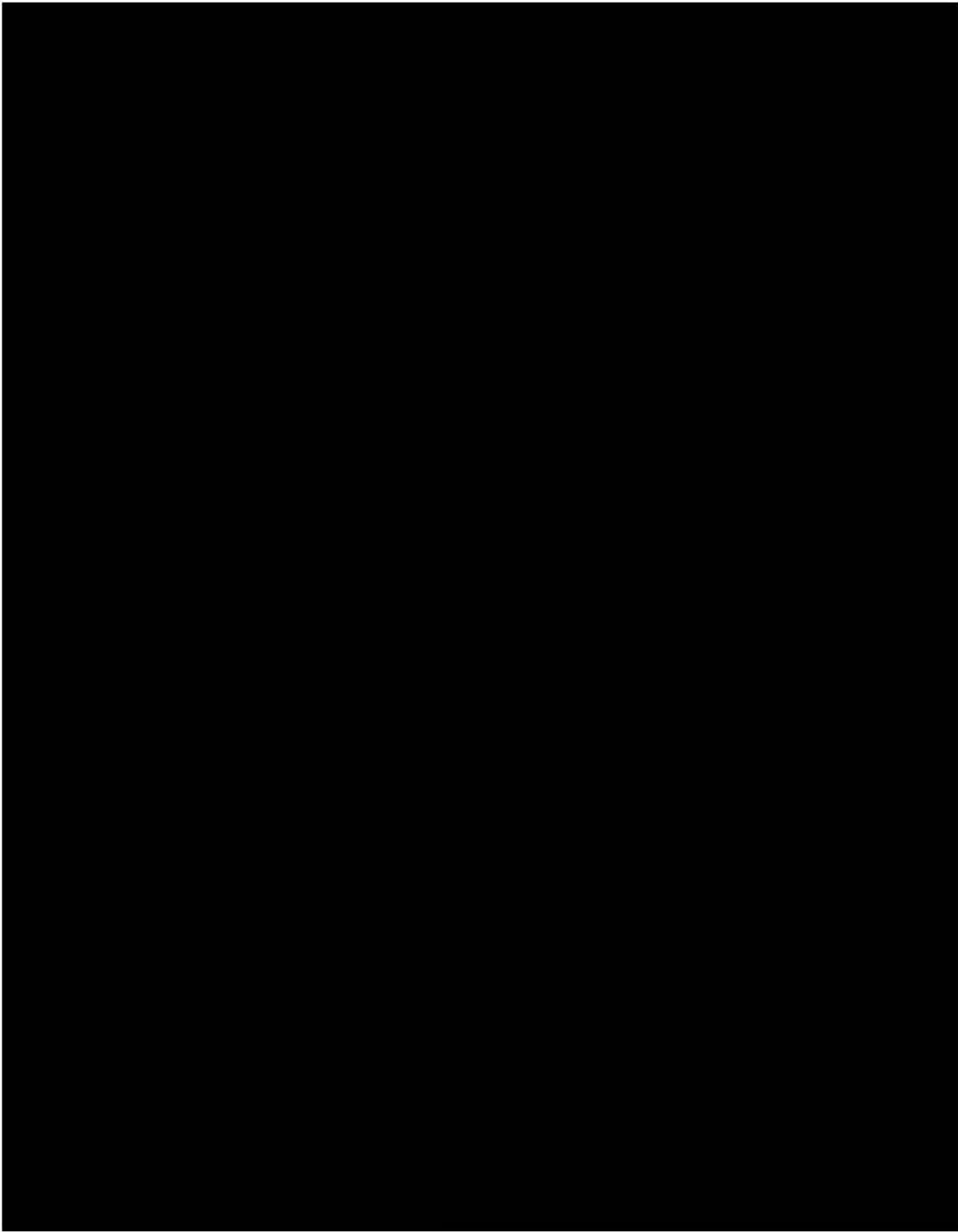
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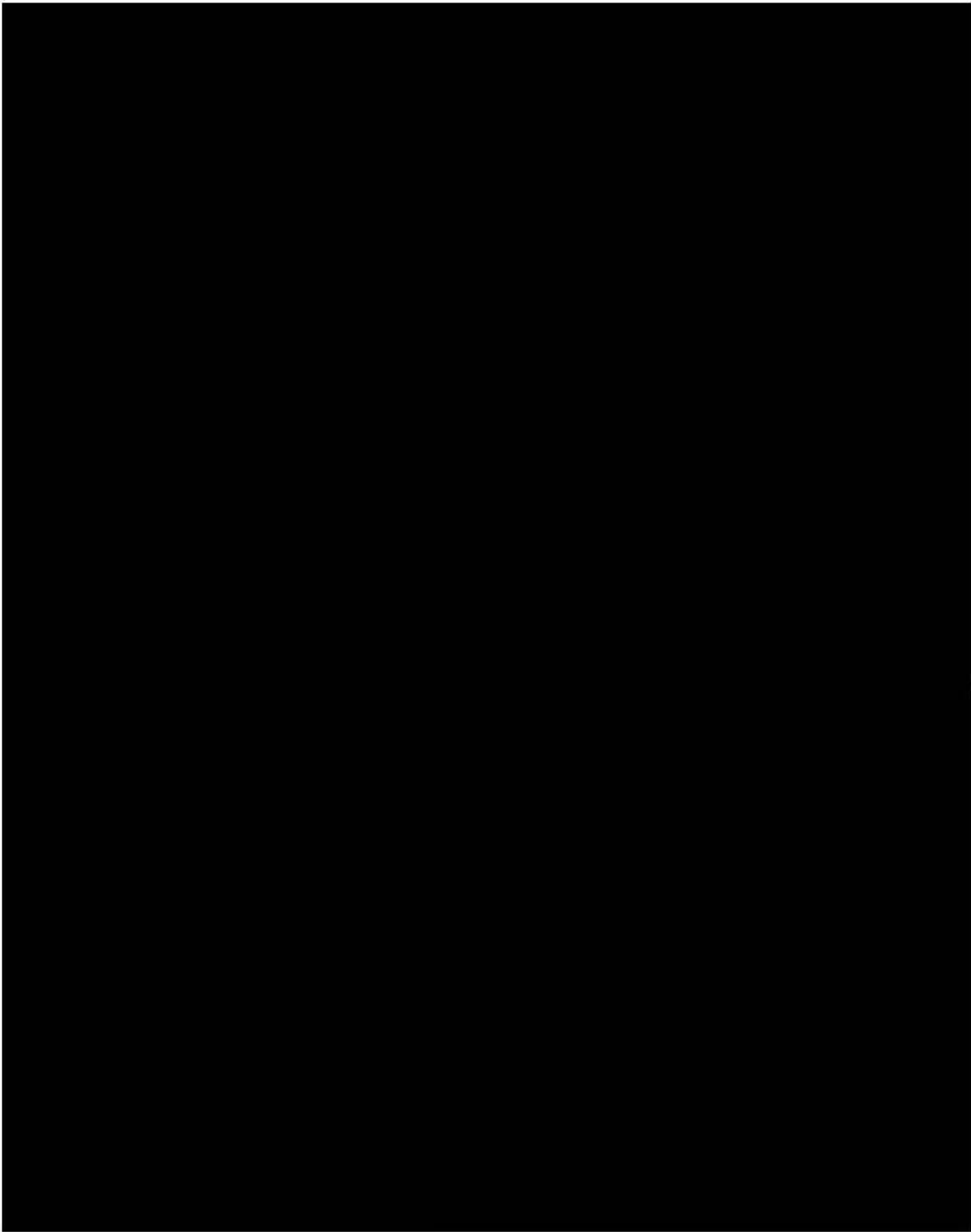
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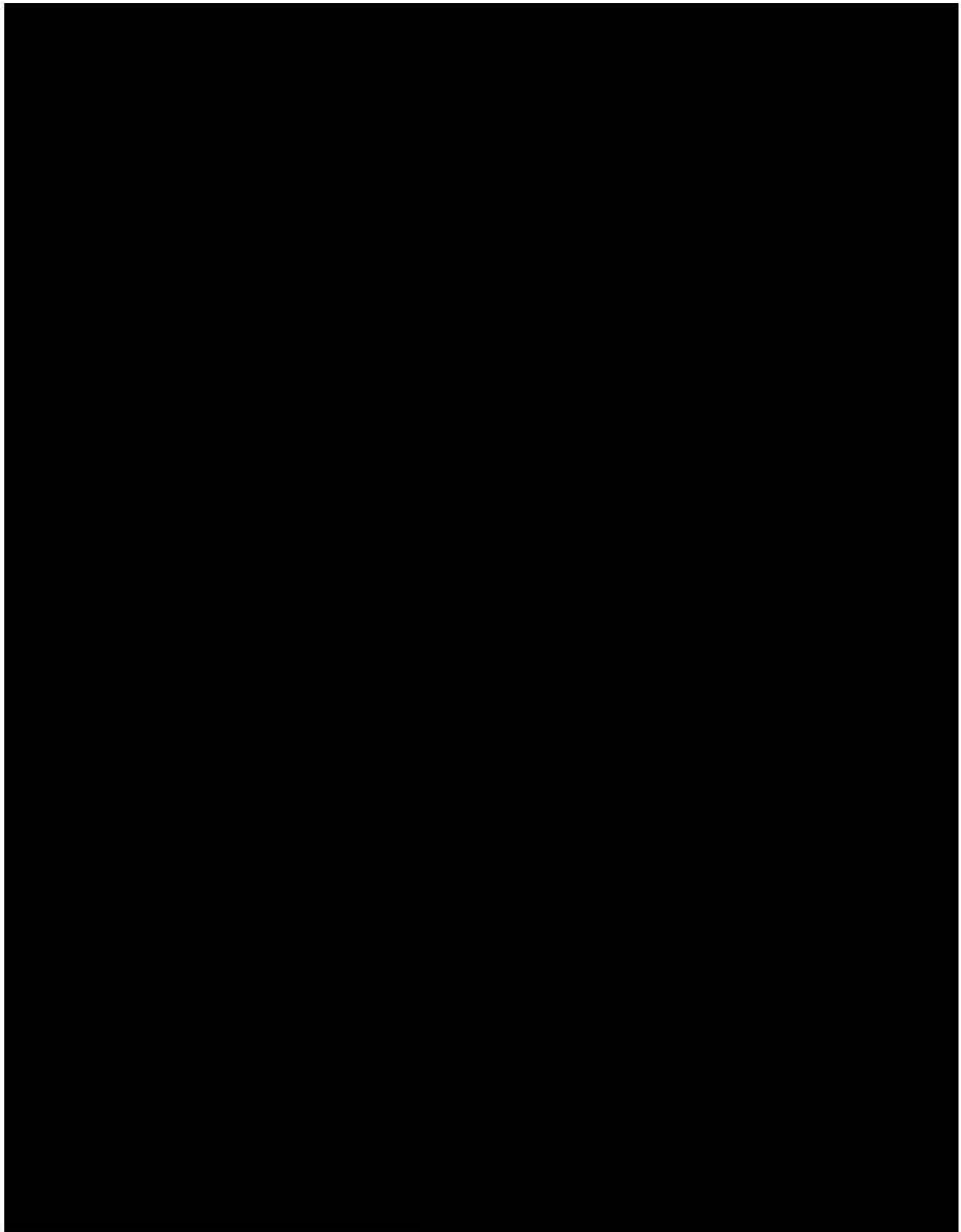
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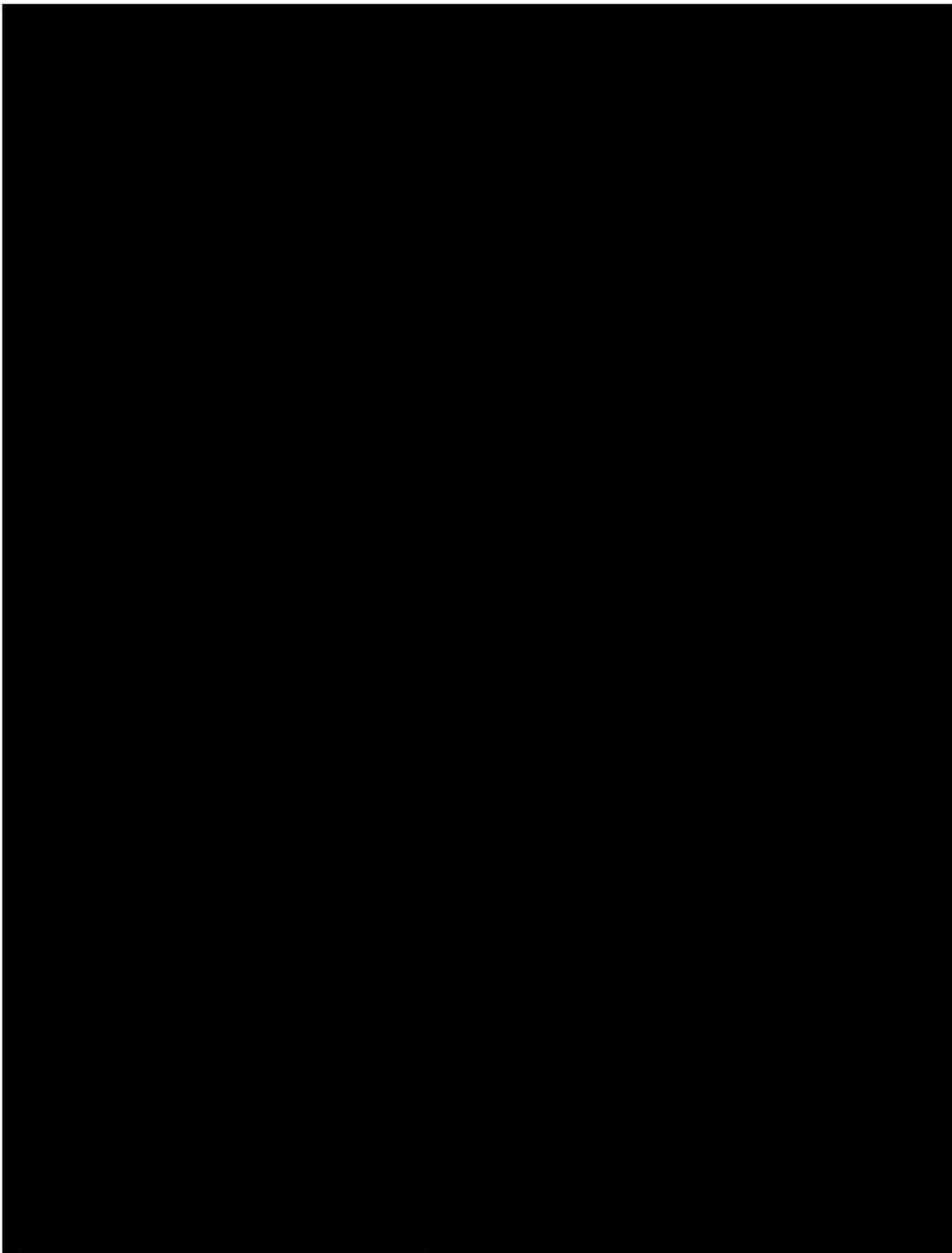
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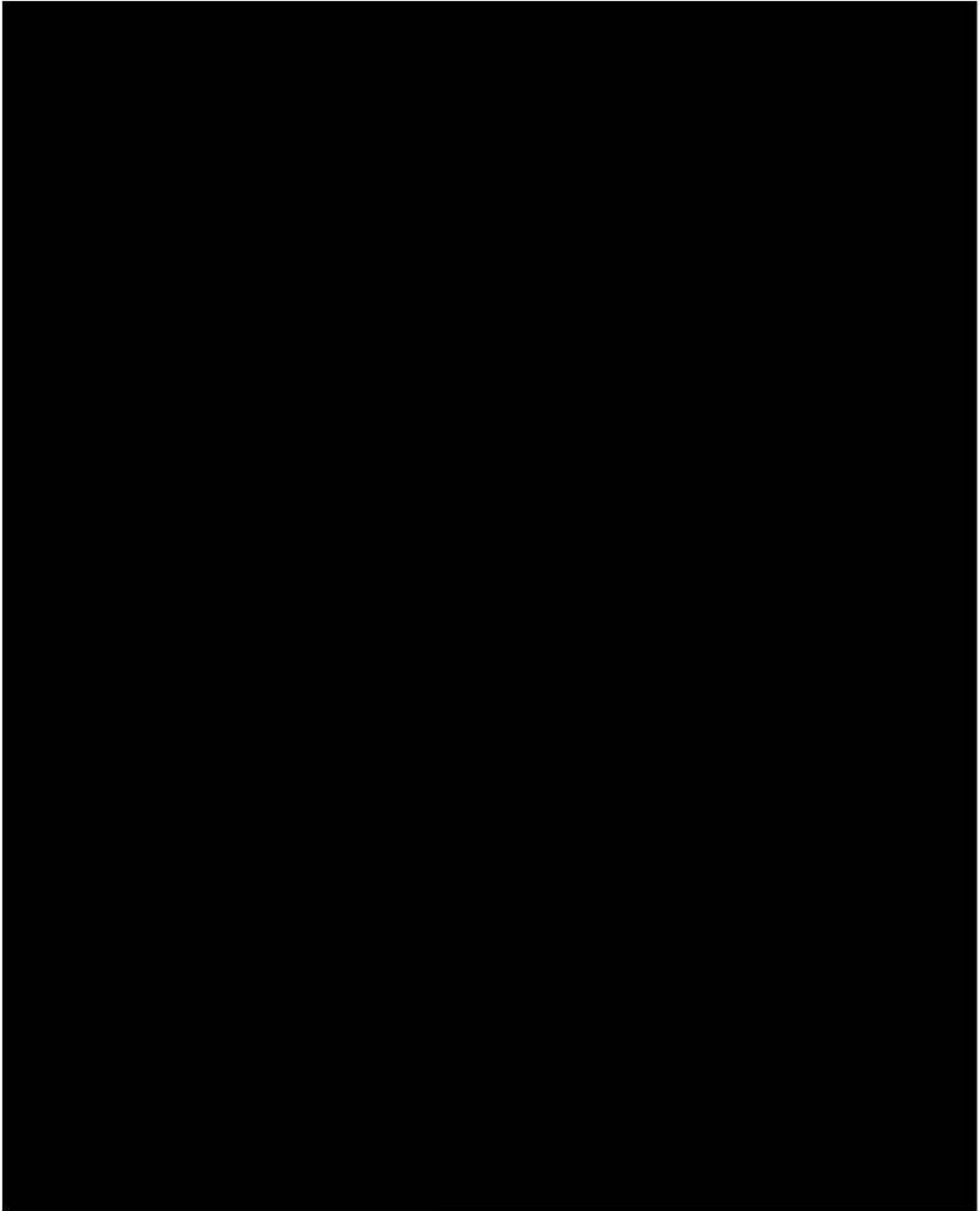
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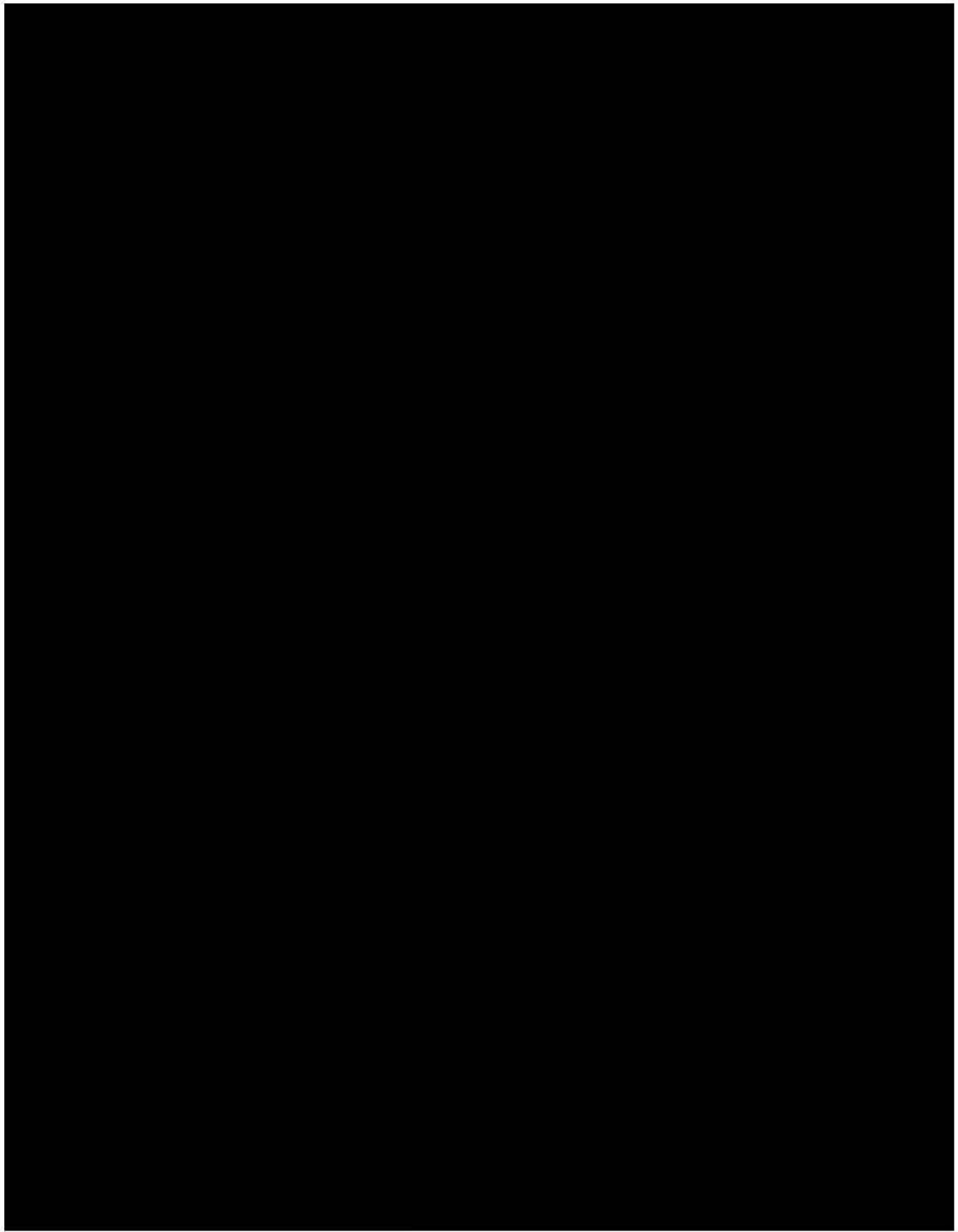
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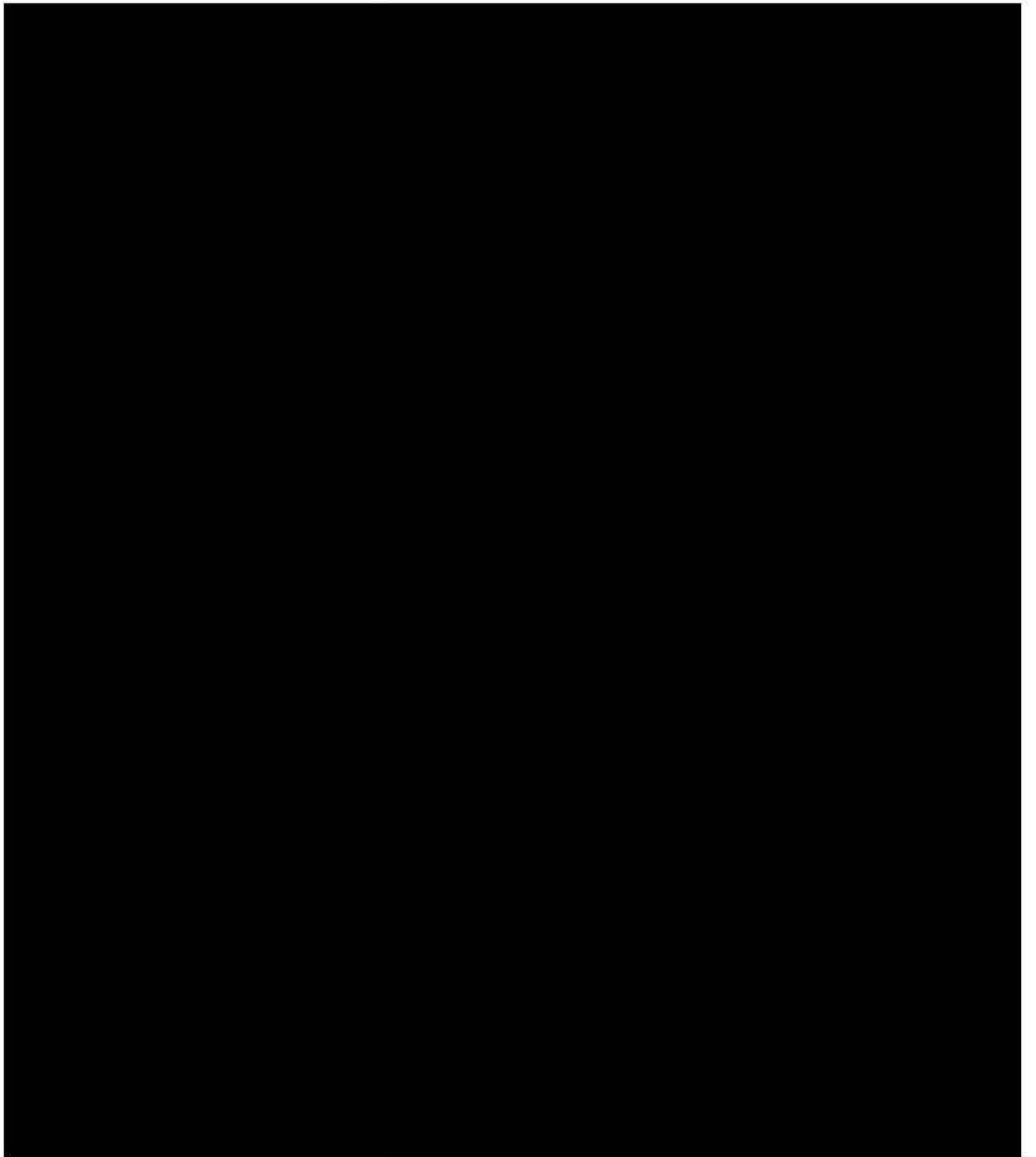
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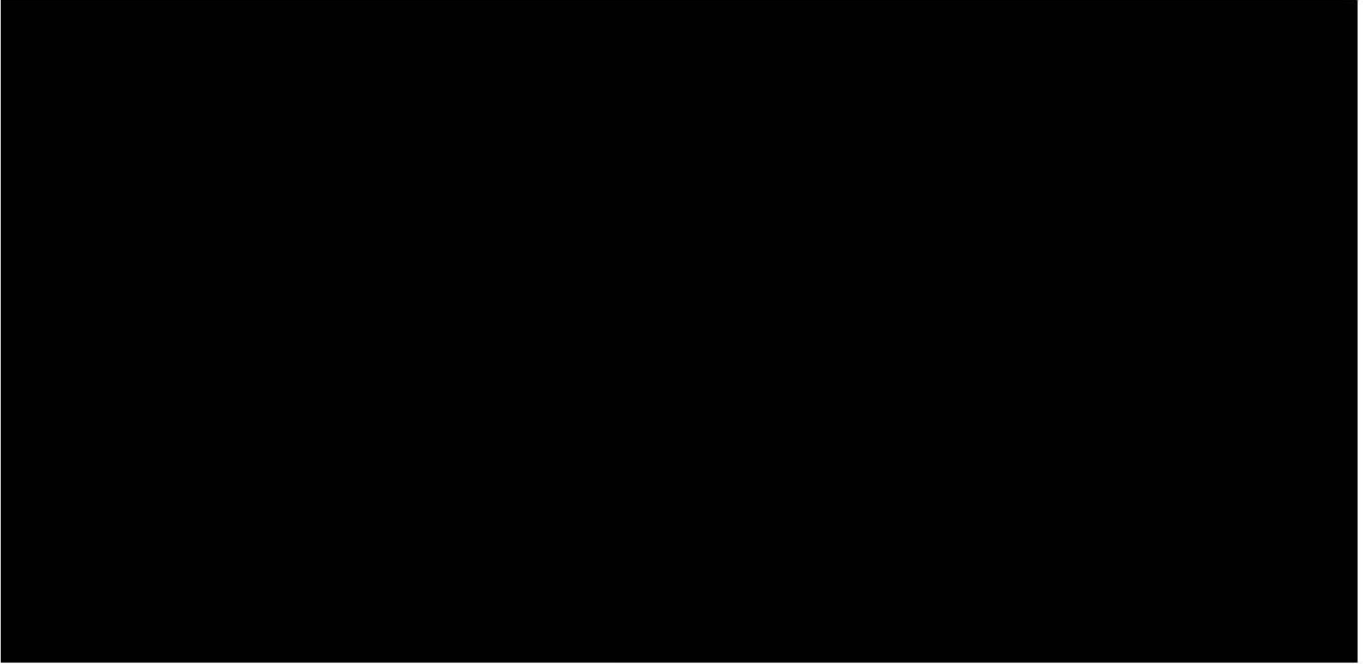
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Effective date: [date of the last signed above]



Exhibit A: Points of Contact – Program Manager, Principal Investigator



		<h1 style="margin: 0;">AWARD/ MODIFICATION</h1>		3a. AWARDING OFFICE: Office of Naval Research 875 N. Randolph Street, Suite 1425 Arlington, VA 22203-1995	
				1. INSTRUMENT TYPE: Grant Award	
2. AUTHORITY: 10 USC 2356 and 31 USC 6304, as amended		3c. DUNS NUMBER: 943360412			
4. AWARD NO.: [REDACTED]		5. MODIFICATION NO.: [REDACTED]	6. MODIFICATION TYPE: IF	7. PR NO.: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO.: [REDACTED]		9. RECIPIENT PROPOSAL NO.: [REDACTED]	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. EDI/EFT NUMBER: N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): Same as Block # 13		
13d. BUSINESS OFFICE CONTACT: [REDACTED]					
13e. TELEPHONE NUMBER: [REDACTED]	13f. EMAIL ADDRESS: [REDACTED]				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence					
16. FUNDING		ACTIVITY/AGENCY SHARE		RECIPIENT SHARE	
PREVIOUSLY OBLIGATED:				\$498,890.00	
OBLIGATED BY THIS ACTION:				\$150,000.00	
TOTAL OBLIGATED ON AWARD:				\$648,890.00	
FUTURE FUNDING:				\$1,147,763.00	
GRANT TOTAL:				\$1,796,653.00	
17. CURRENT FUNDING PERIOD N/A THROUGH N/A					
18. PERIOD OF PERFORMANCE 02/02/2021 THROUGH 02/01/2024					
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)					
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]	21d. TELEPHONE NUMBER: [REDACTED]		21e. EMAIL ADDRESS: [REDACTED]	
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]		23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego	
22c. ADDRESS: Office of Naval Research 140 Sylvester Road Bldg. 140, Rm 218 San Diego CA 92106-3501				23b. CODE: [REDACTED]	
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: JAMES.CANTY@NAVY.MIL			23c. ADDRESS: 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106	
24. SUBMIT PAYMENT REQUEST TO: Same as block 23a		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218	25b. CODE: HQ0339	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 Arlington, VA 22203-1995	26b. CODE: N00014

ONR AWARD FORM (10/99) - version 1.1

AWARD NO. [REDACTED]		AWARD/MODIFICATION		MODIFICATION NO. [REDACTED]	
27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5					
28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: http://www.onr.navy.mil/Contracts-Grants/Regional-Contacts.aspx					
This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.					
29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.					
DOCUMENT			URL		
[REDACTED]					
30. OPTIONS		OPTION NO.	AMOUNT	PERIOD	
(1)	option Year 4		\$552,695.00	02/02/2024 to 02/01/2025	
(2)					
(3)					
(4)					
31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.					
32. FOR THE RECIPIENT			33. FOR THE UNITED STATES OF AMERICA		
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN			33a. SIGNATURE OF AWARING OFFICER [REDACTED]		
32b. NAME AND TITLE OF SIGNER		32c. DATE SIGNED	33b. NAME AND TITLE OF AWARING OFFICER [REDACTED]		33c. DATE SIGNED 01/20/2022

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)		3. MOD (CRITICAL) ██████		4. PR NUMBER ██████████									
CLIN/SLIN	6. LINE OF ACCOUNTING											7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN		
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. IT	J. PAA	K. COST CODE				
											PROJ UNIT	MCC	PDLI & SUF		
											PAGE TOTAL	\$150,000.00			
											GRAND TOTAL	\$150,000.00			
PREPARED/AUTHORIZED BY:							COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE								
DATE:							BY: _____							for COMPTROLLER, ONR CONTRACT REVIEWED	
DATE:							DATE:								

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
PAGE TOTAL						
GRAND TOTAL						
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, DNR CONTRACT REVIEWED DATE:			

AWARD NO.


[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

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		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research		
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6				
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: ADM	7. PR NUMBER: [REDACTED]		
8. ACTIVITY/AGENCY PROPOSAL NO: [REDACTED]		9. RECIPIENT PROPOSAL NO: [REDACTED]	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): 			
13d. BUSINESS OFFICE CONTACT: [REDACTED]		13e. TELEPHONE NUMBER: [REDACTED]		13f. EMAIL ADDRESS: [REDACTED]		
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence						
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD	
PREVIOUSLY OBLIGATED:				\$1,159,833.00	N/A THROUGH N/A	
OBLIGATED BY THIS ACTION:				\$0.00		
TOTAL OBLIGATED ON AWARD:				\$1,159,833.00	18. PERIOD OF PERFORMANCE 02/02/2021 THROUGH 02/01/2024	
FUTURE FUNDING:				\$636,820.00		
GRANT TOTAL:				\$1,796,653.00		
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet(s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]			21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
			21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]		
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218		23b. CODE: [REDACTED]	
22c. ADDRESS: Office of Naval Research 300 Fifth Avenue Suite 710 Seattle WA 98104						
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]					
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	26b. CODE: [REDACTED]	

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
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27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1) option Year 4	\$552,695.00	02/02/2024 to 02/01/2025
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT		33. FOR THE UNITED STATES OF AMERICA	
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN		33a. SIGNATURE OF AWARING OFFICER [REDACTED] Dated: 2022.08.25 10:26:23 EST	
32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 08/25/2022

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
					PAGE TOTAL	\$0.00
					GRAND TOTAL	\$0.00
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:			

NAVONR 4206 (1-2022)

AWARD NO.

SPECIAL REQUIREMENTS

MODIFICATION NO.

The purpose of this modification is to add LOA information.

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ACRN AE funded by OSD MIPR# HQ0642267442

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LOA: ^^097^2021^2022^^0400^000^^410^D^0601110D8Z^^^1100^00008522^012215^USRE^OSD - ASD
(RESEA^USRE_010601110D8Z010^21_0400D_0601110^410.10 Grants^^

*

AMOUNT: \$510,943.00

*

- - End of Modification - -

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION		3a. AWARDING OFFICE: Office of Naval Research 875 N. Randolph Street, Suite 1425 Arlington, VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research	
2. AUTHORITY: 10 USC 2356 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6			
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: IF	7. PR NUMBER: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO: [REDACTED]		9. RECIPIENT PROPOSAL NO: [REDACTED]	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): Same as Block # 13		
13d. BUSINESS OFFICE CONTACT: [REDACTED]					
13e. TELEPHONE NUMBER: [REDACTED]	13f. EMAIL ADDRESS: [REDACTED]				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence					
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD
PREVIOUSLY OBLIGATED:				\$648,890.00	N/A THROUGH N/A
OBLIGATED BY THIS ACTION:				\$510,943.00	
TOTAL OBLIGATED ON AWARD:				\$1,159,833.00	18. PERIOD OF PERFORMANCE 02/02/2021 THROUGH 02/01/2024
FUTURE FUNDING:				\$636,820.00	
GRANT TOTAL:				\$1,796,653.00	
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)					
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]	21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]		
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218		23b. CODE: [REDACTED]
22c. ADDRESS: Office of Naval Research 300 Fifth Avenue Suite 710 Seattle WA 98104					
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]				
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 Arlington, VA 22203-1995	26b. CODE: [REDACTED]

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
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27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1) option Year 4	\$552,695.00	02/02/2024 to 02/01/2025
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT		33. FOR THE UNITED STATES OF AMERICA	
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN		33a. SIGNATURE OF AWARING OFFICER [REDACTED] Dated: 2022.06.14 09:34:01 EST	
32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 06/14/2022

NAVONR 4206 (1-2022)

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

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AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
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27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1) option Year 4	\$552,695.00	02/02/2024 to 02/01/2025
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT		33. FOR THE UNITED STATES OF AMERICA	
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN		33a. SIGNATURE OF AWARDING OFFICER [REDACTED] Dated: 2022.08.25 10:26:23 EST	
32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 08/25/2022

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
PAGE TOTAL					\$0.00	
GRAND TOTAL					\$0.00	
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:			

NAVONR 4206 (1-2022)

AWARD NO.

SPECIAL REQUIREMENTS

MODIFICATION NO.

The purpose of this modification is to add LOA information.

*

ACRN AE funded by OSD MIPR# HQ0642267442

*


LOA: ^^097^2021^2022^^0400^000^^410^D^0601110D8Z^^^1100^00008522^012215^USRE^OSD - ASD
(RESEA^USRE_010601110D8Z010^21_0400D_0601110^410.10 Grants^^

*

AMOUNT: \$510,943.00

*

- - End of Modification - -

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research		
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6				
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: OPT	7. PR NUMBER: [REDACTED]		
8. ACTIVITY/AGENCY PROPOSAL NO: GRANT12940504		9. RECIPIENT PROPOSAL NO:	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13):			
13d. BUSINESS OFFICE CONTACT: [REDACTED]		13e. TELEPHONE NUMBER: [REDACTED]		13f. EMAIL ADDRESS: [REDACTED]		
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence						
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD	
PREVIOUSLY OBLIGATED:				\$1,159,833.00	N/A THROUGH N/A	
OBLIGATED BY THIS ACTION:				\$1,189,515.00		
TOTAL OBLIGATED ON AWARD:				\$2,349,348.00	18. PERIOD OF PERFORMANCE 02/02/2021 THROUGH 01/31/2025	
FUTURE FUNDING:				\$0.00		
GRANT TOTAL:				\$2,349,348.00		
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet(s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]		
20b. TELEPHONE NUMBER: [REDACTED]		20c. EMAIL ADDRESS: [REDACTED]		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995		
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]	
22c. ADDRESS: Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995		23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218		23b. CODE: [REDACTED]		
22d. TELEPHONE NUMBER: [REDACTED]		22e. EMAIL ADDRESS: [REDACTED]				
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	26b. CODE: [REDACTED]	

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
-------------------------	----------------------	--------------------------------

27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1)		
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.


32. FOR THE RECIPIENT	33. FOR THE UNITED STATES OF AMERICA
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32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN	33a. SIGNATURE OF AWARDING OFFICER [REDACTED] Dated: 2023.01.30 11:12:18 EST
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32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 01/30/2023
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AWARD NO. [REDACTED]	SPECIAL REQUIREMENTS	MODIFICATION NO. [REDACTED]
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The purposes of this modification are:
1) to exercise and fund Option Year 4 in the amount of \$552,695.00 and;
2) provide incremental funding to the base project in the amount of \$636,820.00.
..
The new total award value is \$2,349,348.00. The Period of Performance end date is extended to 01/31/2025.
..
All other terms and conditions remain unchanged.
..
The complete line of accounting information is as follows:
**
ACRN AG funded by OSD MIPR# HQ0642379424
*:
LOA: 097^2023^2024^0400^000^410^D^0601110D8Z^1100^00008522^012215^USRE^OSD - ASD
(RESEA^USRE_010601110D8Z016^23_0400D_0601110^410.10 Grants
*
AMOUNT: \$789,515.00
..
The complete line of accounting information is as follows:
**
ACRN AF funded by OSD MIPR# HQ0642376557
*:
LOA: ^097^2022^2023^0400^000^410^D^0601110D8Z^1100^00008522^012215^USRE^OSD - ASD
(RESEA^USRE_010601110D8Z016^22_0400D_0601110^410.10 Grants
*
AMOUNT: \$400,000.00

		AWARD/ MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research 875 N. Randolph Street, Suite 1425 Arlington, VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. CFDA: 12.300		
2. AUTHORITY: 10 USC 2356 and 31 USC 6304, as amended		3c. DUNS NUMBER: 943360412				
4. AWARD NO.: [REDACTED]	5. MODIFICATION NO.: [REDACTED]	6. MODIFICATION TYPE: IF	7. PR NO.: [REDACTED]			
8. ACTIVITY/AGENCY PROPOSAL NO.: GRANT12940504		9. RECIPIENT PROPOSAL NO.:	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. EDI/EFT NUMBER: N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): Same as Block # 13			
13d. BUSINESS OFFICE CONTACT: [REDACTED]						
13e. TELEPHONE NUMBER: [REDACTED]	13f. EMAIL ADDRESS: [REDACTED]					
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence						
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD	
PREVIOUSLY OBLIGATED:				\$333,334.00	N/A THROUGH N/A	
OBLIGATED BY THIS ACTION:				\$165,556.00		
TOTAL OBLIGATED ON AWARD:				\$498,890.00	18. PERIOD OF PERFORMANCE	
FUTURE FUNDING:				\$1,297,763.00	02/02/2021 THROUGH 02/01/2024	
GRANT TOTAL:				\$1,796,653.00		
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]		
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995				
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]		
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED]		23b. CODE: [REDACTED]	
22c. ADDRESS: Office of Naval Research Alabama Street SW Suite 4R15 Atlanta GA 30303-3104		140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106				
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]					
24. SUBMIT PAYMENT REQUEST TO: Same as block 23a	25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 Arlington, VA 22203-1995	26b. CODE: [REDACTED]		

ONR AWARD FORM (10/99) - version 1.1

AWARD NO. [REDACTED]		AWARD/MODIFICATION		MODIFICATION NO. [REDACTED]	
27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5					
28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: http://www.onr.navy.mil/Contracts-Grants/Regional-Contacts.aspx					
This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.					
29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.					
DOCUMENT			URL		
[REDACTED]					
30. OPTIONS	OPTION NO.	AMOUNT	PERIOD		
(1)	option Year 4	\$552,695.00	02/02/2024 to 02/01/2025		
(2)					
(3)					
(4)					
31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.					
32. FOR THE RECIPIENT			33. FOR THE UNITED STATES OF AMERICA		
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN			33a. SIGNATURE OF AWARING OFFICER [REDACTED] Dated: 2021.08.03 08:26:11 EST		
32b. NAME AND TITLE OF SIGNER		32c. DATE SIGNED	33b. NAME AND TITLE OF AWARING OFFICER [REDACTED]		33c. DATE SIGNED 08/03/2021

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)		3. MOD (CRITICAL) ██████		4. PR NUMBER ██████████									
CLIN/SLIN	6. LINE OF ACCOUNTING										7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN			
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. IT	J. PAA			K. COST CODE		
											PROJ UNIT	MCC	PDLI & SUF		
											PAGE TOTAL	\$165,556.00			
											GRAND TOTAL	\$165,556.00			
PREPARED/AUTHORIZED BY:						COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE									
DATE:						BY: _____						for COMPTROLLER, ONR CONTRACT REVIEWED			
DATE:						DATE:									

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) [REDACTED]		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) [REDACTED]	4. PR NUMBER [REDACTED]		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
PAGE TOTAL						
GRAND TOTAL						
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, DNR CONTRACT REVIEWED DATE:			

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE FF/P	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NUMBER [REDACTED]		3. EFFECTIVE DATE 2022/09/15	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE [REDACTED]		CODE [REDACTED]	7. ADMINISTERED BY (If other than Item 6) OFFICE OF NAVAL RESEARCH SAN DIEGO REGIONAL OFFICE [REDACTED]		CODE [REDACTED]
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) ARIZONA STATE UNIVERSITY 660 S MILL AVE STE 312 TEMPE, 85281-3670, USA				(X)	9A. AMENDMENT OF SOLICITATION NUMBER
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
				(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER [REDACTED]
					10B. DATED (SEE ITEM 13) 2022/08/25
CODE 4B293		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE CONTINUATION PAGE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

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

SEE CONTINUATION PAGE

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]		[REDACTED]	2022/09/15
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

Section A: Solicitation/Contract Form

Summary of Changes:


- The purpose of this modification is explained in Section G.

Section G: Contract Administration Data

The administration office remains unchanged.

Additional comments:

- The purpose of this administrative modification is to update the interim performance reporting periods and due dates on the award without additional cost to the Government. Note this modification uses a Standard Form 30, a contract-related form, but the modification is being made to a grant or cooperative agreement. At the top of page 2, the modification references Sections A and G. These section letters do not apply to the award, but are automated outputs of the contract writing system being used. As a result of this modification, Section B of REP Article I (Performance management, monitoring, and reporting) in the ONR Addendum to the DoD R&D General Terms and Conditions and ONR Programmatic Requirements referenced in Block 29 (Page 2) of the award form is revised to read as follows: "Section B. Frequency, reporting periods, and due dates for interim performance reports. 1. You must submit interim performance reports annually. 2. The due date for each interim performance report is November 1st of each year during the period of performance. 3. Interim performance reports covering: a. Reporting Period that was due on 15 June 2022: Due to a Government delay, ONR recipients were not able to upload into ARO's RPPR system the interim performance reports that were due on 15 June 2022. As a result, the due date for this interim performance report period is hereby extended from 15 June 2022 to 01 November 2022. On 06 September 2022, the ARO RPPR portal was opened to ONR recipients for this reporting period. This reporting period does not apply to an award with a start date on or after March 15th, 2022. b. Reporting Period that includes Government Fiscal Year 2023: This interim performance report covers the research progress for the period from 01 July 2022 (or if this is the first interim report due, from the start date of the award) to 30 September 2023 or the portion of this period that is within the period of performance of the award. c. Reporting Periods for Government Fiscal Year 2024 and beyond: Interim performance reports must cover the research progress for the current reporting period, which is defined as a period that is: (a) up to 12 months, (b) within the period of performance, and (c) aligned with the Government Fiscal Year (i.e., October 1st to September 30th) prior to the current progress report deadline in paragraph 2. The reporting period will be a full one-year period, except for the first and last interim reports which would cover a shorter period if the start date of the award is other than October 1st. 4. ONR's decision on whether to provide any remaining future funding for the award may be delayed if an interim performance report is received later than the due date." All other terms and conditions remain unchanged.

		<h1 style="margin: 0;">AWARD/ MODIFICATION</h1>		3a. AWARDING OFFICE: Office of Naval Research 875 N. Randolph Street, Suite 1425 Arlington, VA 22203-1995	
				1. INSTRUMENT TYPE: Grant Award	
2. AUTHORITY: 10 USC 2356 and 31 USC 6304, as amended		3c. DUNS NUMBER: 943360412			
4. AWARD NO.: [REDACTED]		5. MODIFICATION NO.:	6. MODIFICATION TYPE: NEW	7. PR NO.: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO.:		9. RECIPIENT PROPOSAL NO.:	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. EDI/EFT NUMBER: N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): Same as Block # 13		
13d. BUSINESS OFFICE CONTACT: [REDACTED]					
13e. TELEPHONE NUMBER: [REDACTED]	13f. EMAIL ADDRESS: [REDACTED]				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence					
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD
PREVIOUSLY OBLIGATED:				\$0.00	N/A THROUGH N/A
OBLIGATED BY THIS ACTION:				\$333,334.00	
TOTAL OBLIGATED ON AWARD:				\$333,334.00	18. PERIOD OF PERFORMANCE
FUTURE FUNDING:				\$1,463,319.00	02/02/2021 THROUGH 02/01/2024
GRANT TOTAL:				\$1,796,653.00	
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)					
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]	21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]		
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED]		23b. CODE: [REDACTED]
22c. ADDRESS: Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995		23a. ADMINISTRATIVE OFFICE: 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106			
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]				
24. SUBMIT PAYMENT REQUEST TO: Same as block 23a		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 Arlington, VA 22203-1995	26b. CODE: [REDACTED]

ONR AWARD FORM (10/99) - version 1.1

AWARD NO. [REDACTED]		AWARD/MODIFICATION		MODIFICATION NO.	
27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5					
28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: http://www.onr.navy.mil/Contracts-Grants/Regional-Contacts.aspx					
This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.					
29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.					
DOCUMENT			URL		
[REDACTED]					
30. OPTIONS	OPTION NO.	AMOUNT	PERIOD		
(1)	option Year 4	\$552,695.00	02/02/2024 to 02/01/2025		
(2)					
(3)					
(4)					
31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.					
32. FOR THE RECIPIENT			33. FOR THE UNITED STATES OF AMERICA		
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN			33a. SIGNATURE OF AWARING OFFICER [REDACTED] Dated: 2021.02.02 16:08:46 EST		
32b. NAME AND TITLE OF SIGNER		32c. DATE SIGNED	33b. NAME AND TITLE OF AWARING OFFICER		33c. DATE SIGNED
[REDACTED]			[REDACTED]		02/02/2021

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)		3. MOD (CRITICAL)		4. PR NUMBER ██████████	
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION				8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
						PAGE TOTAL	
						GRAND TOTAL	
PREPARED/AUTHORIZED BY:				COMPTROLLER APPROVAL:			
DATE:				FOR FISCAL DATA AND SIGNATURE			
				BY _____ for COMPTROLLER, DNR CONTRACT REVIEWED			
				DATE:			

DNR AWARD FORM (10/99) - version 1.1

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

The following payment instructions are hereby provided:

..

Payment Office:


..

The payment office shall make payment in sequential ACRN order within the award, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric ACRN sequence.

..

Grantee:

Payment guides are available on the ONR website at the following link:
<https://www.onr.navy.mil/en/work-with-us/manage-your-award/manage-grant-award#grant-payment>

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research		
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6				
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: ADM	7. PR NUMBER: [REDACTED]		
8. ACTIVITY/AGENCY PROPOSAL NO: GRANT12940504		9. RECIPIENT PROPOSAL NO:	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13):			
13d. BUSINESS OFFICE CONTACT: [REDACTED]		13e. TELEPHONE NUMBER: [REDACTED]		13f. EMAIL ADDRESS: [REDACTED]		
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence						
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD	
PREVIOUSLY OBLIGATED:				\$2,349,348.00	N/A THROUGH N/A	
OBLIGATED BY THIS ACTION:				\$0.00		
TOTAL OBLIGATED ON AWARD:				\$2,349,348.00	18. PERIOD OF PERFORMANCE 02/02/2021 THROUGH 01/31/2025	
FUTURE FUNDING:				\$0.00		
GRANT TOTAL:				\$2,349,348.00		
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet(s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]		
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995				
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]	21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]			
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE:	23a. ADMINISTRATIVE OFFICE:		23b. CODE: [REDACTED]	
22c. ADDRESS: Office of Naval Research 495 Summer Street Room 627 Boston MA 02210-2109		23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106				
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]					
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218		25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	
				26b. CODE: [REDACTED]		

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
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27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1)		
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT	33. FOR THE UNITED STATES OF AMERICA
-----------------------	--------------------------------------

32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN	33a. SIGNATURE OF AWARING OFFICER [REDACTED] Dated: 2023.05.11 14:20:08 EST
---	---

32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 05/11/2023
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FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
					PAGE TOTAL	\$0.00
					GRAND TOTAL	\$0.00
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:			

NAVONR 4206 (1-2022)

AWARD NO.


[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

The purpose of this Modification is to change PI to Dr. Elena Steiner; 480-965-0685; elena.steiner@asu.edu. All other terms and conditions remain unchanged. ONR San Diego Regional Office.

		AWARD/ MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research 875 N. Randolph Street, Suite 1425 Arlington, VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. CFDA: 12.300		
2. AUTHORITY: 10 USC 2356 and 31 USC 6304, as amended		3c. DUNS NUMBER: 943360412				
4. AWARD NO.: [REDACTED]	5. MODIFICATION NO.:	6. MODIFICATION TYPE: NEW	7. PR NO.: [REDACTED]			
8. ACTIVITY/AGENCY PROPOSAL NO.:		9. RECIPIENT PROPOSAL NO.:	10. PROPOSAL DATE: 09/26/2019	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. EDI/EFT NUMBER: N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): Same as Block # 13			
13d. BUSINESS OFFICE CONTACT: [REDACTED]						
13e. TELEPHONE NUMBER: [REDACTED]		13f. EMAIL ADDRESS: [REDACTED]				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence						
16. FUNDING			ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD
PREVIOUSLY OBLIGATED:					\$0.00	N/A THROUGH N/A
OBLIGATED BY THIS ACTION:					\$333,334.00	18. PERIOD OF PERFORMANCE 02/02/2021 THROUGH 02/01/2024
TOTAL OBLIGATED ON AWARD:					\$333,334.00	
FUTURE FUNDING:					\$1,463,319.00	
GRANT TOTAL:					\$1,796,653.00	
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]			21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
20b. TELEPHONE NUMBER: [REDACTED]			20c. EMAIL ADDRESS: [REDACTED]		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995	
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]		
22c. ADDRESS: Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995		23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106		21e. EMAIL ADDRESS: [REDACTED]		
22d. TELEPHONE NUMBER: [REDACTED]		22e. EMAIL ADDRESS: [REDACTED]		23b. CODE: [REDACTED]		
24. SUBMIT PAYMENT REQUEST TO: Same as block 23a		25a. PAYING OFFICE DFAS-CO/WEST ENTITLEMENT OPERATIONS HQ0339 PO Box 182381 COLUMBUS OH 43218		25b. CODE: [REDACTED]		
		26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 Arlington, VA 22203-1995		26b. CODE: [REDACTED]		

ONR AWARD FORM (10/99) - version 1.1

AWARD NO. [REDACTED]		AWARD/MODIFICATION		MODIFICATION NO.	
27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5					
28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: http://www.onr.navy.mil/Contracts-Grants/Regional-Contacts.aspx					
This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.					
29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.					
DOCUMENT			URL		
[REDACTED]					
30. OPTIONS	OPTION NO.	AMOUNT	PERIOD		
(1)	option Year 4	\$552,695.00	02/02/2024 to 02/01/2025		
(2)					
(3)					
(4)					
31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.					
32. FOR THE RECIPIENT			33. FOR THE UNITED STATES OF AMERICA		
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN			33a. SIGNATURE OF AWARING OFFICER [REDACTED] Dated: 2021.02.02 16:08:46 EST		
32b. NAME AND TITLE OF SIGNER		32c. DATE SIGNED	33b. NAME AND TITLE OF AWARING OFFICER [REDACTED]		33c. DATE SIGNED 02/02/2021

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) [REDACTED]		2. SPIIN (CRITICAL)		3. MOD (CRITICAL)		4. PR NUMBER [REDACTED]	
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION				8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
						PAGE TOTAL	
						GRAND TOTAL	
PREPARED/AUTHORIZED BY:				COMPTROLLER APPROVAL:			
DATE:				FOR FISCAL DATA AND SIGNATURE			
				BY _____ for COMPTROLLER, DNR CONTRACT REVIEWED			
				DATE:			

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

The following payment instructions are hereby provided:

..

Payment Office:


..

The payment office shall make payment in sequential ACRN order within the award, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric ACRN sequence.

..

Grantee:

Payment guides are available on the ONR website at the following link:
<https://www.onr.navy.mil/en/work-with-us/manage-your-award/manage-grant-award#grant-payment>

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research		
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6				
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: IF	7. PR NUMBER: [REDACTED]		
8. ACTIVITY/AGENCY PROPOSAL NO: GRANT13583777		9. RECIPIENT PROPOSAL NO:	10. PROPOSAL DATE: 03312022	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13):			
13d. BUSINESS OFFICE CONTACT: [REDACTED]		13e. TELEPHONE NUMBER: [REDACTED]		13f. EMAIL ADDRESS: [REDACTED]		
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia						
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD	
PREVIOUSLY OBLIGATED:				\$125,000.00	N/A THROUGH N/A	
OBLIGATED BY THIS ACTION:				\$50,000.00		
TOTAL OBLIGATED ON AWARD:				\$175,000.00	18. PERIOD OF PERFORMANCE 08/01/2022 THROUGH 01/31/2024	
FUTURE FUNDING:				\$199,025.00		
GRANT TOTAL:				\$374,025.00		
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]		
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995				
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]	21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]			
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE:	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218		23b. CODE: [REDACTED]	
22c. ADDRESS: Office of Naval Research 300 Fifth Avenue Suite 710 Seattle WA 98104		22d. TELEPHONE NUMBER: [REDACTED]		22e. EMAIL ADDRESS: [REDACTED]		
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE ONR Internal Entitlement N34291 usn.pentagon.cnr-arlington-va.mbx.onr-fm@us.navy.mil Arlington VA 22203	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	26b. CODE: [REDACTED]	

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
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27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1)		
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT	33. FOR THE UNITED STATES OF AMERICA
-----------------------	--------------------------------------

32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN	33a. SIGNATURE OF AWARDING OFFICER [REDACTED] Dated: 2022.11.01 13:46:25 EST
---	--

32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 11/01/2022
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FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
PAGE TOTAL						
GRAND TOTAL						
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:			

NAVONR 4206 (1-2022)

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NUMBER [REDACTED]		3. EFFECTIVE DATE 2022/09/15	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE [REDACTED]		CODE N62880	7. ADMINISTERED BY (If other than Item 6) OFFICE OF NAVAL RESEARCH SAN DIEGO REGIONAL OFFICE [REDACTED]	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) ARIZONA STATE UNIVERSITY 660 S MILL AVE STE 312 TEMPE, 85281-3670, USA			(X)	9A. AMENDMENT OF SOLICITATION NUMBER
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER [REDACTED]
				10B. DATED (SEE ITEM 13) 2022/07/13
CODE 4B293		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE CONTINUATION PAGE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

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

SEE CONTINUATION PAGE

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]		[REDACTED]	2022/09/15
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

Section A: Solicitation/Contract Form

Summary of Changes:


- The purpose of this modification is explained in Section G.

Section G: Contract Administration Data

The administration office remains unchanged.

Additional comments:

- The purpose of this administrative modification is to update the interim performance reporting periods and due dates on the award without additional cost to the Government. Note this modification uses a Standard Form 30, a contract-related form, but the modification is being made to a grant or cooperative agreement. At the top of page 2, the modification references Sections A and G. These section letters do not apply to the award, but are automated outputs of the contract writing system being used. As a result of this modification, Section B of REP Article I (Performance management, monitoring, and reporting) in the ONR Addendum to the DoD R&D General Terms and Conditions and ONR Programmatic Requirements referenced in Block 29 (Page 2) of the award form is revised to read as follows: "Section B. Frequency, reporting periods, and due dates for interim performance reports. 1. You must submit interim performance reports annually. 2. The due date for each interim performance report is November 1st of each year during the period of performance. 3. Interim performance reports covering: a. Reporting Period that was due on 15 June 2022: Due to a Government delay, ONR recipients were not able to upload into ARO's RPPR system the interim performance reports that were due on 15 June 2022. As a result, the due date for this interim performance report period is hereby extended from 15 June 2022 to 01 November 2022. On 06 September 2022, the ARO RPPR portal was opened to ONR recipients for this reporting period. This reporting period does not apply to an award with a start date on or after March 15th, 2022. b. Reporting Period that includes Government Fiscal Year 2023: This interim performance report covers the research progress for the period from 01 July 2022 (or if this is the first interim report due, from the start date of the award) to 30 September 2023 or the portion of this period that is within the period of performance of the award. c. Reporting Periods for Government Fiscal Year 2024 and beyond: Interim performance reports must cover the research progress for the current reporting period, which is defined as a period that is: (a) up to 12 months, (b) within the period of performance, and (c) aligned with the Government Fiscal Year (i.e., October 1st to September 30th) prior to the current progress report deadline in paragraph 2. The reporting period will be a full one-year period, except for the first and last interim reports which would cover a shorter period if the start date of the award is other than October 1st. 4. ONR's decision on whether to provide any remaining future funding for the award may be delayed if an interim performance report is received later than the due date." All other terms and conditions remain unchanged.

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION		3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research	
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6			
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: IF	7. PR NUMBER: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO: [REDACTED]		9. RECIPIENT PROPOSAL NO: [REDACTED]	10. PROPOSAL DATE: 03312022	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA		13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): 	
13d. BUSINESS OFFICE CONTACT: [REDACTED]					
13e. TELEPHONE NUMBER: [REDACTED]	13f. EMAIL ADDRESS: [REDACTED]				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia					
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD
PREVIOUSLY OBLIGATED:				\$175,000.00	N/A THROUGH N/A
OBLIGATED BY THIS ACTION:				\$100,000.00	
TOTAL OBLIGATED ON AWARD:				\$275,000.00	
FUTURE FUNDING:				\$99,025.00	18. PERIOD OF PERFORMANCE
GRANT TOTAL:				\$374,025.00	08/01/2022 THROUGH 01/31/2024
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)					
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]			21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]
			21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995		
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]	
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106		23b. CODE: N66018
22c. ADDRESS: Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995					
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]				
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE ONR Internal Entitlement N34291 usn.pentagon.cnr-arlington-va.mbx.onr-fm@us.navy.mil Arlington VA 22203	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	26b. CODE: [REDACTED]

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
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27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1)		
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT	33. FOR THE UNITED STATES OF AMERICA
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32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN	33a. SIGNATURE OF AWARDOFFICER [REDACTED] Dated: 2023.02.28 07:25:54 EST
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32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARDOFFICER [REDACTED]	33c. DATE SIGNED 02/28/2023
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FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████	
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)
				PAGE TOTAL	
				GRAND TOTAL	
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:		

NAVONR 4206 (1-2022)

AWARD NO.


[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

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		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION		3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research	
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6			
4. AWARD NUMBER: [REDACTED]		5. MODIFICATION NO: [REDACTED]	6. MODIFICATION TYPE: ADM	7. PR NUMBER: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO: [REDACTED]		9. RECIPIENT PROPOSAL NO: [REDACTED]	10. PROPOSAL DATE: 03312022	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA		13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): 	
13d. BUSINESS OFFICE CONTACT: [REDACTED]					
13e. TELEPHONE NUMBER: [REDACTED]	13f. EMAIL ADDRESS: [REDACTED]				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia					
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD
PREVIOUSLY OBLIGATED:				\$275,000.00	N/A THROUGH N/A
OBLIGATED BY THIS ACTION:				\$0.00	
TOTAL OBLIGATED ON AWARD:				\$275,000.00	18. PERIOD OF PERFORMANCE 08/01/2022 THROUGH 01/31/2024
FUTURE FUNDING:				\$99,025.00	
GRANT TOTAL:				\$374,025.00	
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)					
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]			21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]
			21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995		
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]	
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106		23b. CODE: [REDACTED]
22c. ADDRESS: Office of Naval Research 495 Summer Street Room 627 Boston MA 02210-2109					
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]				
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE ONR Internal Entitlement N34291 usn.pentagon.cnr-arlington-va.mbx.onr-fm@us.navy.mil Arlington VA 22203	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	26b. CODE: [REDACTED]

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION	MODIFICATION NO. [REDACTED]
-------------------------	----------------------	--------------------------------

27. SPECIAL INSTRUCTIONS:
See Special Requirements on Page 5

28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @:
<https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices>
 This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.

29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.

DOCUMENT	URL
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

30. OPTIONS	AMOUNT	PERIOD
(1)		
(2)		
(3)		
(4)		

31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.

32. FOR THE RECIPIENT	33. FOR THE UNITED STATES OF AMERICA
-----------------------	--------------------------------------

32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN	33a. SIGNATURE OF AWARDED OFFICER [REDACTED] Dated: 2023.05.11 14:14:15 EST
---	---

32b. NAME AND TITLE OF SIGNER	32c. DATE SIGNED	33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 05/11/2023
-------------------------------	------------------	--	--------------------------------

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)		3. MOD (CRITICAL) ██████		4. PR NUMBER ██████████									
5. CLIN/SLIN	6. LINE OF ACCOUNTING										7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN			
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. IT	J. PAA			K. COST CODE		
											PROJ UNIT	MCC	PDLI & SUF		
											PAGE TOTAL	\$0.00			
											GRAND TOTAL	\$0.00			
PREPARED/AUTHORIZED BY:						COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE									
DATE:						BY _____						for COMPTROLLER, ONR CONTRACT REVIEWED			
DATE:						DATE:									

NAVONR 4208 (1-2022)

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL) ██████	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
PAGE TOTAL						
GRAND TOTAL						
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:			

NAVONR 4206 (1-2022)

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

[REDACTED]

The purpose of this Modification is to change PI to Dr. Elena Steiner; 480-965-0685; elena.steiner@asu.edu. All other terms and conditions remain unchanged. ONR San Diego Regional Office.

FDP Subaward Amendment

Amendment No 04

Subaward No [Redacted]

Pass-Through Entity (PTE)

Subrecipient

Arizona Board of Regents on behalf of Arizona State University

Entity Name Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas Little Rock

[Redacted]

Contact Email [Redacted]

Principal Investigator [Redacted]

Project Title Fusing Narrative and Social Cyber Forensics to understand Covert Influence

PTE/Prime Award No. [Redacted] Awarding Agency Other [type in agency] U.S. Department of Defense

Cumulative Budget Period(s)		Amount Funded This Action	Total Amount of Funds Obligated to Date
(Agreement Start Date)	(End Date of Latest Budget Period)		
Start Date: 02/02/2021	End Date: 01/31/2025	\$ 187,454.00	\$ 507,394.00

Subrecipient Cost Share Subject to FFATA Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement) DBP4N9GHCA14

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

Additional Budget Period

Additional budget period 02/01/2024 - 01/31/2025 is hereby added to this Subaward.

No Cost Extension

Additional Funding

Additional funding in the amount of \$ 187,454.00 is hereby obligated to this Subaward.

Deobligation

Carryover is Automatic Carryover is allowed across all budget periods.

Carryover Authorized

Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

A Scope of Work & Budget is incorporated by attachment to this Amendment.

Other (See Below)

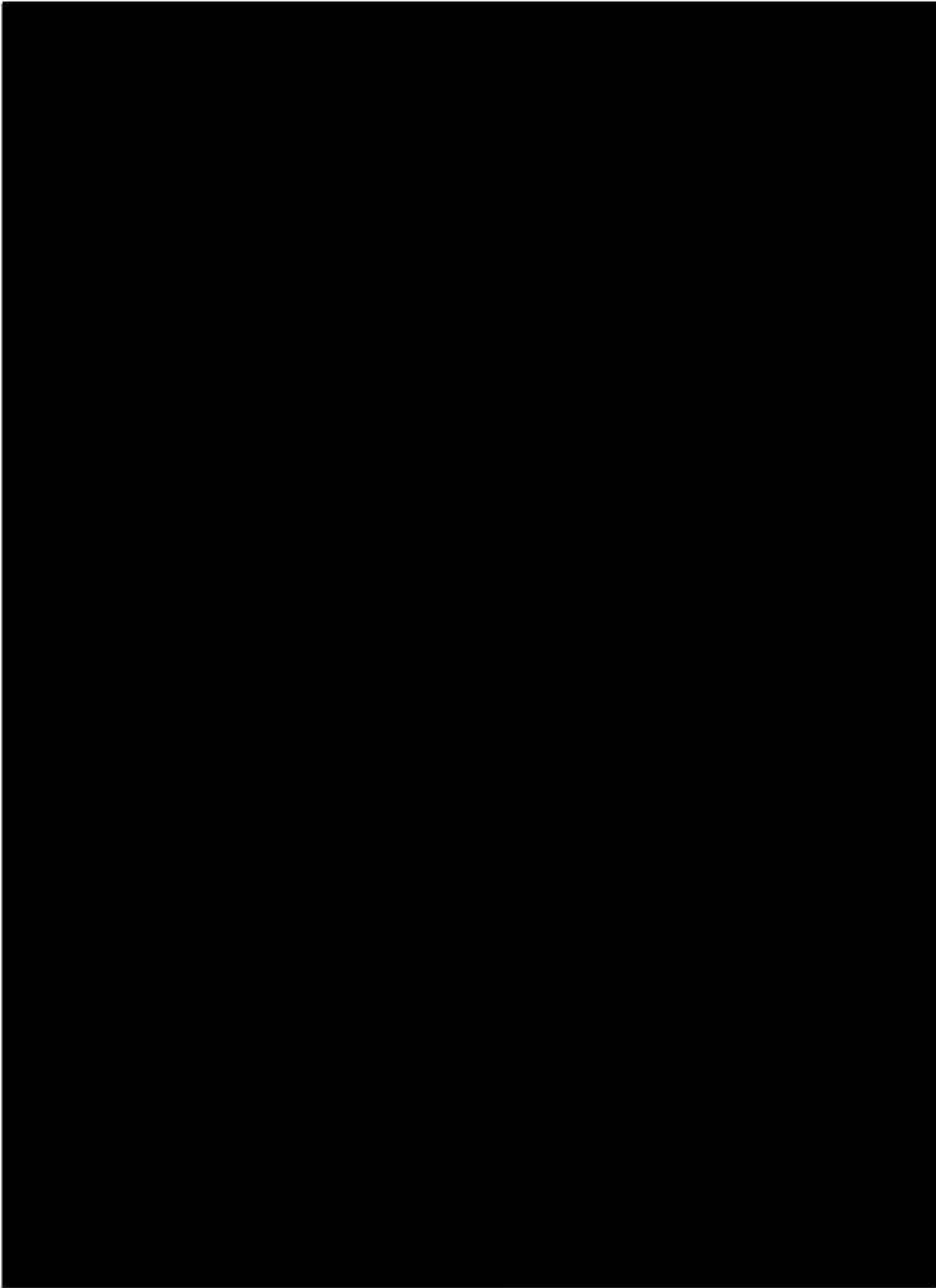
The ASU Principal Investigator is updated from [Redacted]

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

AS

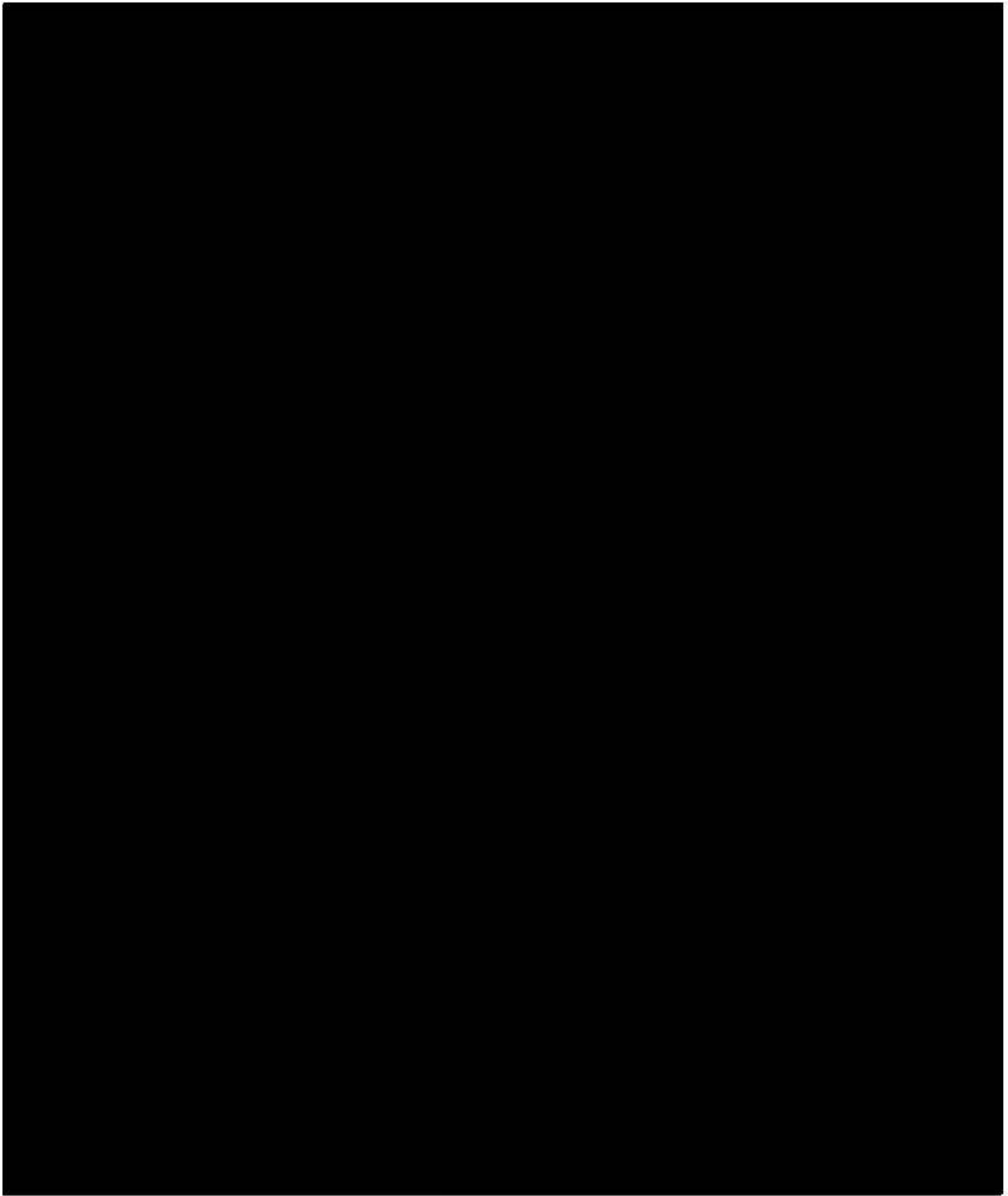
Combined Budget (Y3 and Y4)



Statement of Work

[REDACTED] (COSMOS, UALR)

Statement of Work



Statement of Work

[REDACTED] COSMOS, UALR)

References:



FDP Subaward Amendment

Amendment No

Subaward No

Pass-Through Entity (PTE)

Subrecipient

Entity Name

Contact Email

Principal Investigator

Project Title

PTE/Prime Award No.

Awarding Agency

Cumulative Budget Period(s)

Amount Funded This Action

Total Amount of Funds Obligated to Date

Start Date: End Date:

Subrecipient Cost Share

Subject to FFATA

Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement)

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

Additional Budget Period

No Cost Extension

This is a No Cost Extension. This Subaward end date is hereby extended through

Additional Funding

Deobligation

Carryover is


Carryover Authorized

Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

Other (See Below)

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

		AWARD/ MODIFICATION		3a. AWARDING OFFICE: Office of Naval Research 875 N. Randolph Street, Suite 1425 Arlington, VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. CFDA: 12.300	
2. AUTHORITY: 10 USC 2356 and 31 USC 6304, as amended		3c. DUNS NUMBER: 943360412			
4. AWARD NO.: [REDACTED]		5. MODIFICATION NO.:	6. MODIFICATION TYPE: NEW	7. PR NO.: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO.:		9. RECIPIENT PROPOSAL NO.:	10. PROPOSAL DATE: 05212021	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: DURIP
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. EDI/EFT NUMBER: N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): Same as Block # 13		
13d. BUSINESS OFFICE CONTACT: Heather Clark					
13e. TELEPHONE NUMBER: 480-965-7874	13f. EMAIL ADDRESS: asu.awards@asu.edu				
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: High Performance Computing Cluster for NLP and Deep Learning Approaches to Understanding Social, Psychological, and Rhetorical Dimensions of Influence in Cross-Cultural Contexts					
16. FUNDING		ACTIVITY/AGENCY SHARE		RECIPIENT SHARE	
PREVIOUSLY OBLIGATED:				\$0.00	
OBLIGATED BY THIS ACTION:				\$253,484.00	
TOTAL OBLIGATED ON AWARD:				\$253,484.00	
FUTURE FUNDING:				\$0.00	
GRANT TOTAL:				\$253,484.00	
17. CURRENT FUNDING PERIOD N/A THROUGH N/A					
18. PERIOD OF PERFORMANCE 04/01/2022 THROUGH 03/31/2023					
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)					
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]		21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
		21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]	21d. TELEPHONE NUMBER: [REDACTED]		21e. EMAIL ADDRESS: [REDACTED]	
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218 SAN DIEGO CA 92106		23b. CODE: [REDACTED]
22c. ADDRESS: Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995					
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]				
24. SUBMIT PAYMENT REQUEST TO: Same as block 23a		25a. PAYING OFFICE ONR Internal Entitlement N34291 Arlington VA	25b. CODE: N34291	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 Arlington, VA 22203-1995	26b. CODE: [REDACTED]

ONR AWARD FORM (10/99) - version 1.1

AWARD NO. [REDACTED]		AWARD/MODIFICATION		MODIFICATION NO.	
27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5					
28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: http://www.onr.navy.mil/Contracts-Grants/Regional-Contacts.aspx					
This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.					
29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.					
DOCUMENT			URL		
[REDACTED]					
30. OPTIONS	OPTION NO.	AMOUNT	PERIOD		
	(1)				
	(2)				
	(3)				
	(4)				
31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.					
32. FOR THE RECIPIENT			33. FOR THE UNITED STATES OF AMERICA		
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN			33a. SIGNATURE OF AWARDCING OFFICER [REDACTED] Dated: 2022.03.09 18:28:06 EST		
32b. NAME AND TITLE OF SIGNER		32c. DATE SIGNED	33b. NAME AND TITLE OF AWARDCING OFFICER [REDACTED]		33c. DATE SIGNED 03/09/2022

ONR AWARD FORM (10/99) - version 1.1

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) [REDACTED]		2. SPIIN (CRITICAL)		3. MOD (CRITICAL)		4. PR NUMBER [REDACTED]	
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION				8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
						PAGE TOTAL	
						GRAND TOTAL	
PREPARED/AUTHORIZED BY:				COMPTROLLER APPROVAL:			
DATE:				FOR FISCAL DATA AND SIGNATURE			
				BY _____ for COMPTROLLER, DNR CONTRACT REVIEWED			
				DATE:			

AWARD NO.

[REDACTED]

SPECIAL REQUIREMENTS

MODIFICATION NO.

The following payment instructions are hereby provided:

--

Payment Office:

--

The payment office shall make payment in sequential ACRN order within the award, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric ACRN sequence.


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Grantee:

Payment guides are available on the ONR website at the following link:
<https://www.onr.navy.mil/work-with-us/manage-your-award/manage-grant-award#grant-payment>

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See ONR addendum to the DoD R&D General Terms and Conditions
FMS Article II. Payments. 2. b. Electronic Payment Request Instructions

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research HQ 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995	
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300 Basic and Applied scientific Research		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6
2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		4. AWARD NUMBER: [REDACTED]	5. MODIFICATION NO:	6. MODIFICATION TYPE: NEW	7. PR NUMBER: [REDACTED]	
8. ACTIVITY/AGENCY PROPOSAL NO: [REDACTED]		9. RECIPIENT PROPOSAL NO:	10. PROPOSAL DATE: 03312022	11. ACTIVITY TYPE: R&D	12. PROGRAM TYPE: ONR	
13. ISSUED TO 13a. ADDRESS: ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA	13b. CAGE: 4B293	13c. N/A	14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13):			
13d. BUSINESS OFFICE CONTACT: [REDACTED]		13e. TELEPHONE NUMBER: [REDACTED]		13f. EMAIL ADDRESS: [REDACTED]		
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE: Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia						
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD	
PREVIOUSLY OBLIGATED:				\$0.00	N/A THROUGH N/A	
OBLIGATED BY THIS ACTION:				\$125,000.00		
TOTAL OBLIGATED ON AWARD:				\$125,000.00	18. PERIOD OF PERFORMANCE 08/01/2022 THROUGH 01/31/2024	
FUTURE FUNDING:				\$249,025.00		
GRANT TOTAL:				\$374,025.00		
19. ACCOUNTING AND APPROPRIATION DATA: See Attached Financial Accounting Data Sheet (s)						
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE: [REDACTED]			21. TECHNICAL REPRESENTATIVE 21a. NAME: [REDACTED]		21b. CODE: [REDACTED]	
			21c. ADDRESS: HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER: [REDACTED]	20c. EMAIL ADDRESS: [REDACTED]		21d. TELEPHONE NUMBER: [REDACTED]	21e. EMAIL ADDRESS: [REDACTED]		
22. POC FOR THIS ACTION 22a. NAME: [REDACTED]		22b. CODE: [REDACTED]	23a. ADMINISTRATIVE OFFICE: ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218		23b. CODE: [REDACTED]	
22c. ADDRESS: Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995						
22d. TELEPHONE NUMBER: [REDACTED]	22e. EMAIL ADDRESS: [REDACTED]					
24. SUBMIT PAYMENT REQUEST TO: See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		25a. PAYING OFFICE ONR Internal Entitlement N34291 usn.pentagon.cnr-arlington-va.mbx.onr-fm@us.navy.mil Arlington VA 22203	25b. CODE: [REDACTED]	26a. PATENT OFFICE: Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	26b. CODE: [REDACTED]	

NAVONR 4208 (1-2022)

AWARD NO. [REDACTED]		AWARD / MODIFICATION		MODIFICATION NO.	
27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5					
28. DELEGATIONS: The administration duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.					
29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.					
DOCUMENT			URL		
[REDACTED]					
[REDACTED]					
30. OPTIONS		AMOUNT	PERIOD		
(1)					
(2)					
(3)					
(4)					
31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.					
32. FOR THE RECIPIENT			33. FOR THE UNITED STATES OF AMERICA		
32a. SIGNATURE OF PERSON AUTHORIZED TO SIGN			33a. SIGNATURE OF AWARDOFFICER [REDACTED] Dated: 2022.07.13 08:27:59 EST		
32b. NAME AND TITLE OF SIGNER		32c. DATE SIGNED	33b. NAME AND TITLE OF AWARDOFFICER [REDACTED]		33c. DATE SIGNED 07/13/2022

NAVONR 4206 (1-2022)

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) ██████████		2. SPIIN (CRITICAL)	3. MOD (CRITICAL)	4. PR NUMBER ██████████		
5. CLIN/SLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION			8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN
PAGE TOTAL						
GRAND TOTAL						
PREPARED/AUTHORIZED BY: DATE:			COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ for COMPTROLLER, ONR CONTRACT REVIEWED DATE:			

NAVONR 4206 (1-2022)

AWARD NO. [REDACTED]	SPECIAL REQUIREMENTS	MODIFICATION NO.
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PAYMENT OFFICE AND RECIPIENT PAYMENT INSTRUCTIONS

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SEE ONR ADDENDUM TO THE DOD R&D GENERAL TERMS AND CONDITIONS
FMS ARTICLE II. PAYMENTS

..

PAYMENT GUIDES ARE AVAILABLE ON THE ONR WEBSITE AT THE FOLLOWING LINK:
<https://www.nre.navy.mil/work-with-us/manage-your-award/manage-grant-award>

Research Subaward Agreement Amendment Number (01)		
Pass-Through Entity (PTE)		Subrecipient
Entity Name: Arizona Board of Regents for and on behalf of Arizona State University [REDACTED]		Entity Name: University of Arkansas: Little Rock [REDACTED]
Project Title: Fusing Narrative and Social Cyber Forensics to understand Covert Influence		
PTE Federal Award No: [REDACTED]		Federal Awarding Agency: US Department of Defense (DOD)
Subaward Period of Performance: Start Date: 2/2/2021 End Date: 2/1/2024		Amount Funded this Action: \$5,981.00
Effective Date of Amendment: Date of PTE Signature:		Subaward No: [REDACTED]
Total Amount of Federal Funds Obligated to date: \$98,824.00		Subject to FFATA: yes Automatic Carryover: yes
Amendment(s) to Original Terms and Conditions		
This Amendment revises the above-referenced Research Subaward Agreement as follows:		
2/2/2021 to 2/1/2024 is hereby added to the Subaward Period of Performance, which is revised to be consistent with the Subaward Period of Performance Start and End Date above.		
The total amount authorized is as follows: Total Costs: \$5,981.00		
A detailed budget is included on the following page(s) and incorporated as Attachment 5 to this Amendment.		
Statement of Work is unchanged		
<i>For clarity, all amounts stated in this amendment are in United States Dollars.</i>		
All other terms and conditions of this Subaward Agreement remain in full force and effect.		
[REDACTED]		

ATTACHMENT 5

RESEARCH & RELATED BUDGET - Budget Period 1

OMB Number: 4040-0001
Expiration Date: 12/31/2022

ORGANIZATIONAL DUNS: 0367250830000

Enter name of Organization: University of Arkansas at Little Rock

Budget Type: Project Subaward/Consortium

Budget Period: 1 Start Date: 10/01/2020 End Date: 09/30/2021

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
[REDACTED]											

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file
Total Equipment

D. Travel

Funds Requested (\$)

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

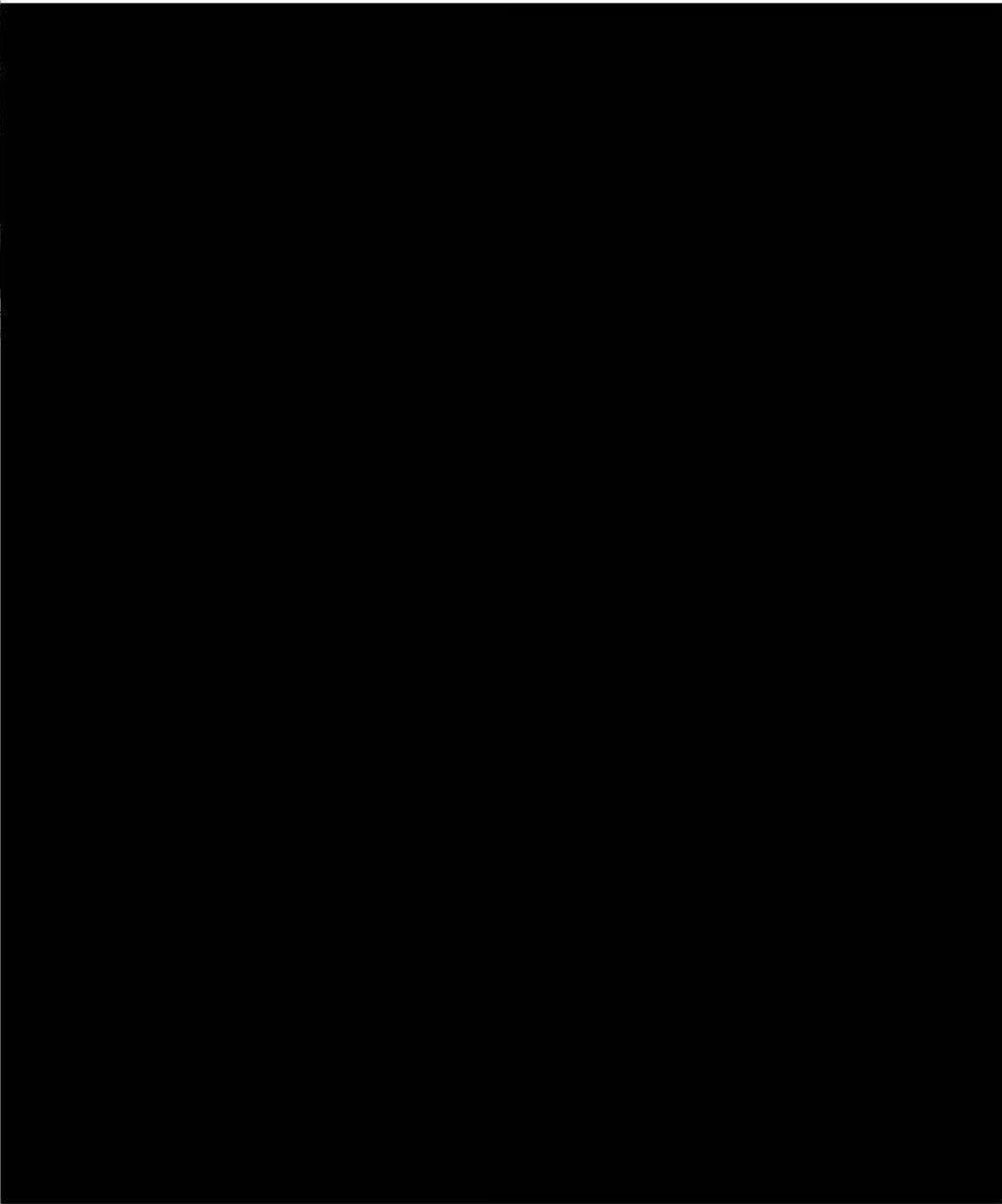
E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	Total Participant/Trainee Support Costs <input type="text"/>

F. Other Direct Costs

Funds Requested (\$)



RESEARCH & RELATED BUDGET - Budget Period 2

OMB Number: 4040-0001
Expiration Date: 12/31/2022

ORGANIZATIONAL DUNS: 0367250830000

Enter name of Organization: University of Arkansas at Little Rock

Budget Type: Project Subaward/Consortium

Budget Period: 2 Start Date: 10/01/2021 End Date: 09/30/2022

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
[Redacted Table Content]											

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file
Total Equipment

D. Travel

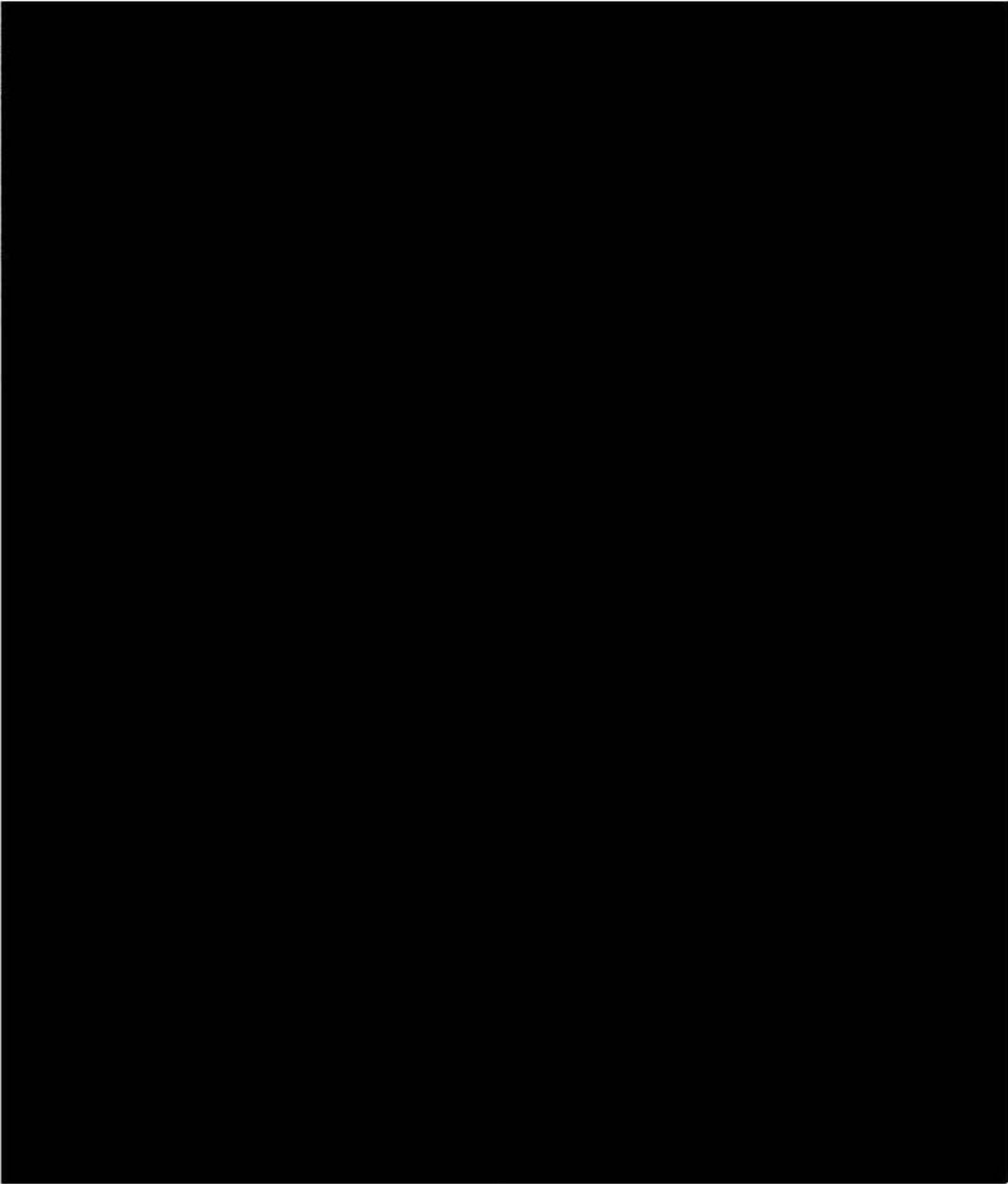
	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	Total Participant/Trainee Support Costs <input type="text"/>

Funds Requested (\$)

F. Other Direct Costs



RESEARCH & RELATED BUDGET - Budget Period 3

OMB Number: 4040-0001
Expiration Date: 12/31/2022

ORGANIZATIONAL DUNS:

Enter name of Organization:

Budget Type: Project Subaward/Consortium

Budget Period: 3 Start Date: End Date:

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment Item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file
Total Equipment

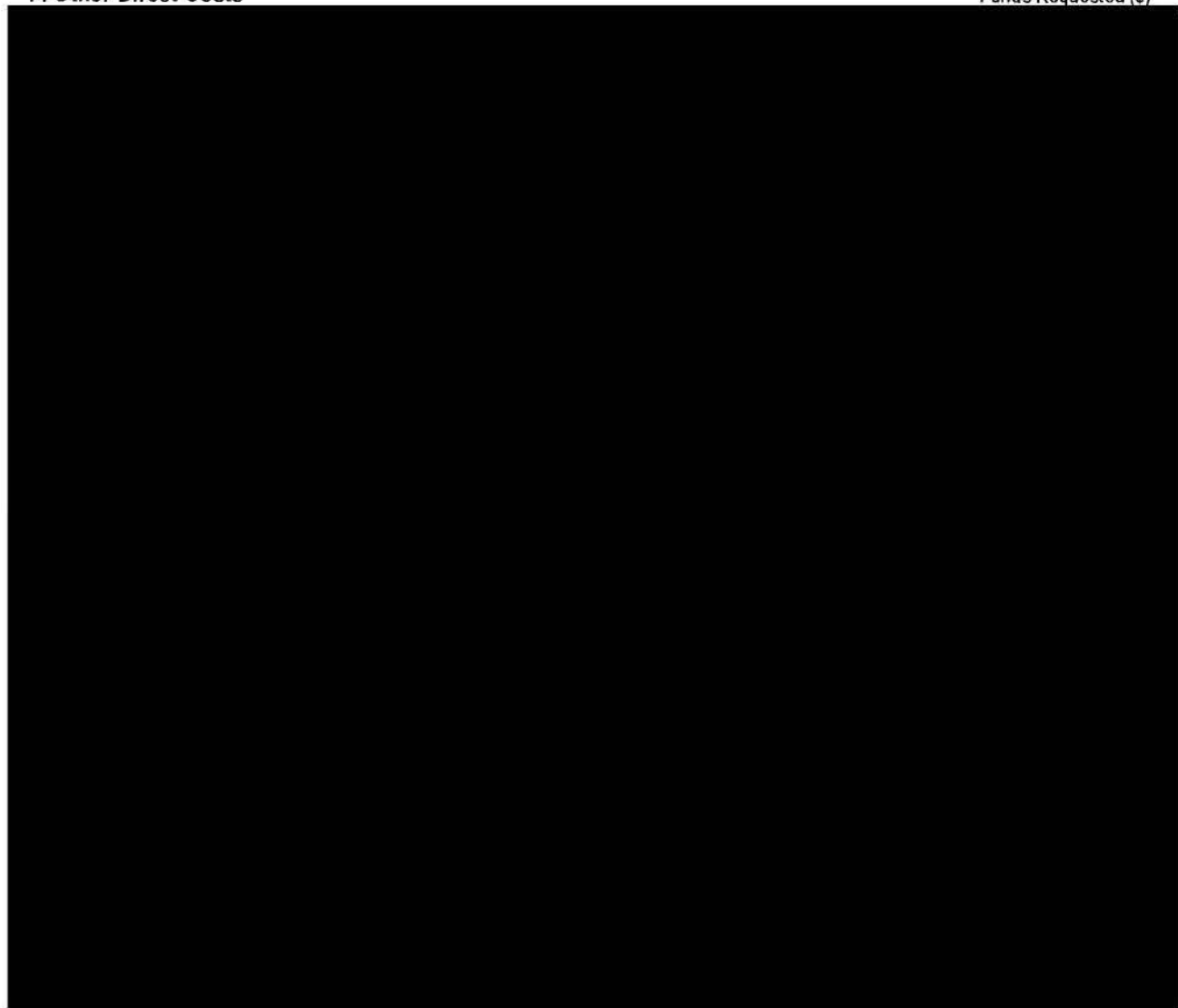
D. Travel Funds Requested (\$)



1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs

Funds Requested (\$)



RESEARCH & RELATED BUDGET - Budget Period 4

OMB Number: 4040-0001
Expiration Date: 12/31/2022

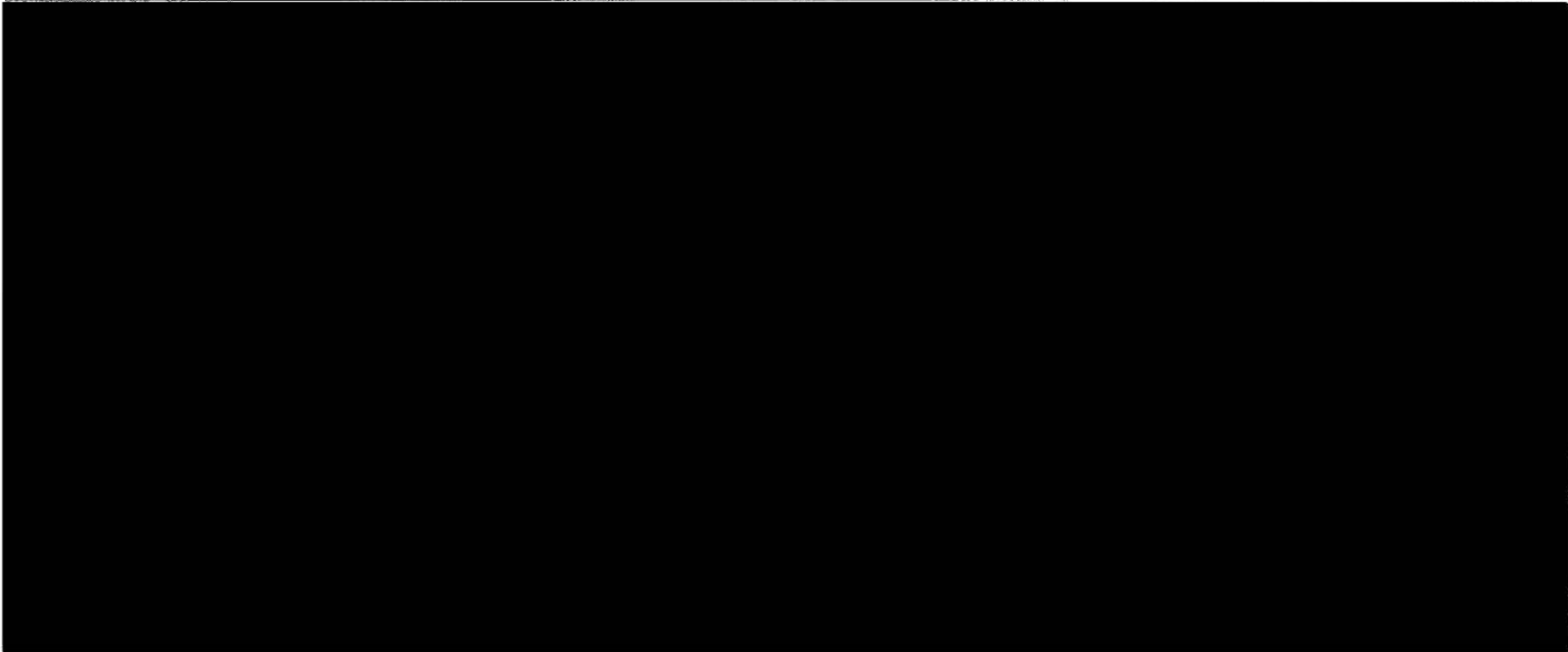
ORGANIZATIONAL DUNS:

Enter name of Organization:

Budget Type: Project Subaward/Consortium

Budget Period: 4 Start Date: End Date:

A. Senior/Key Person



C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

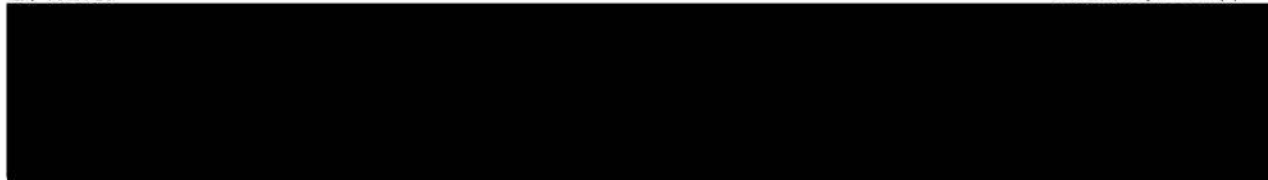
Equipment item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file

Total Equipment

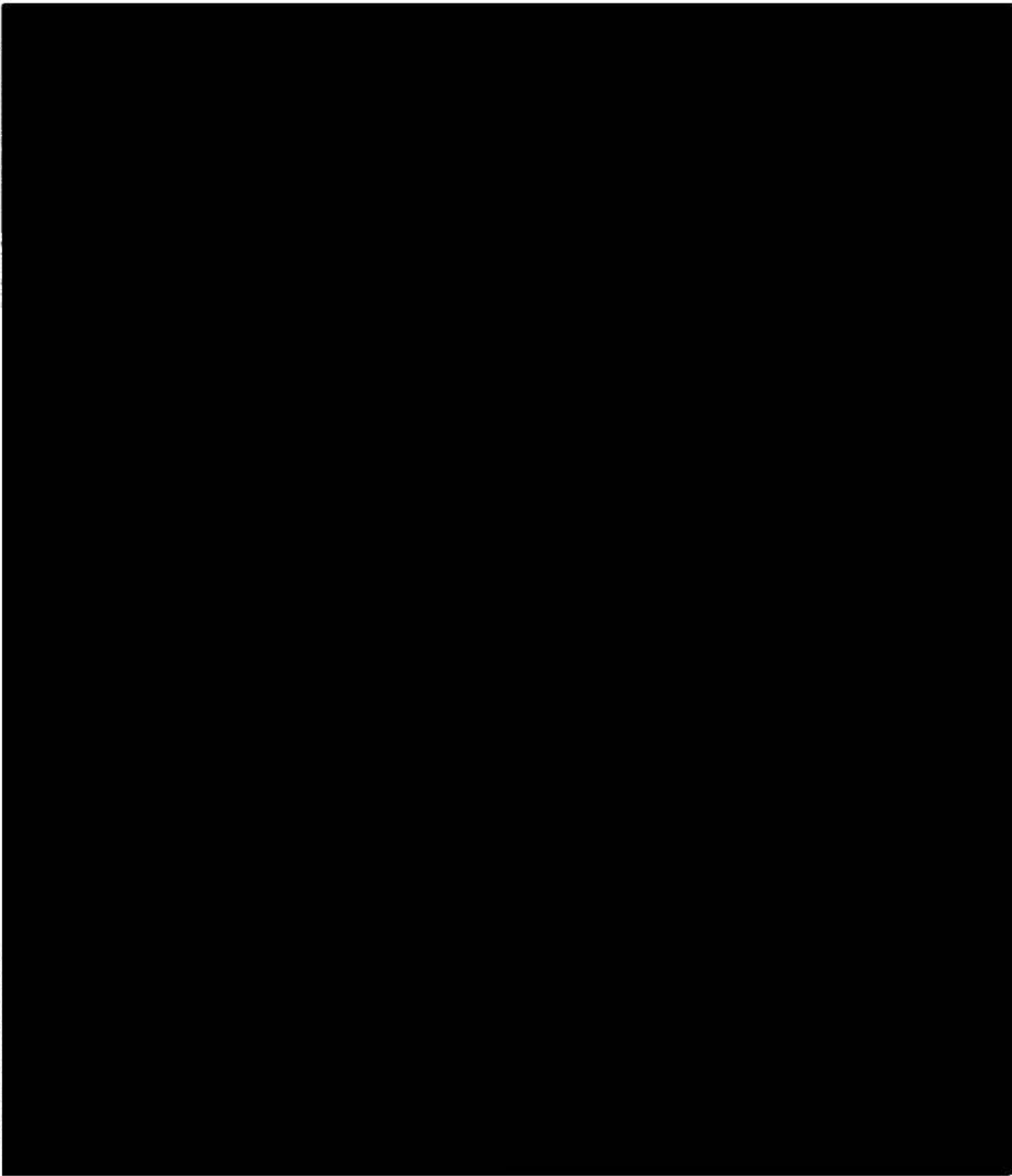
D. Travel Funds Requested (\$)



1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

Funds Requested (\$)

F. Other Direct Costs



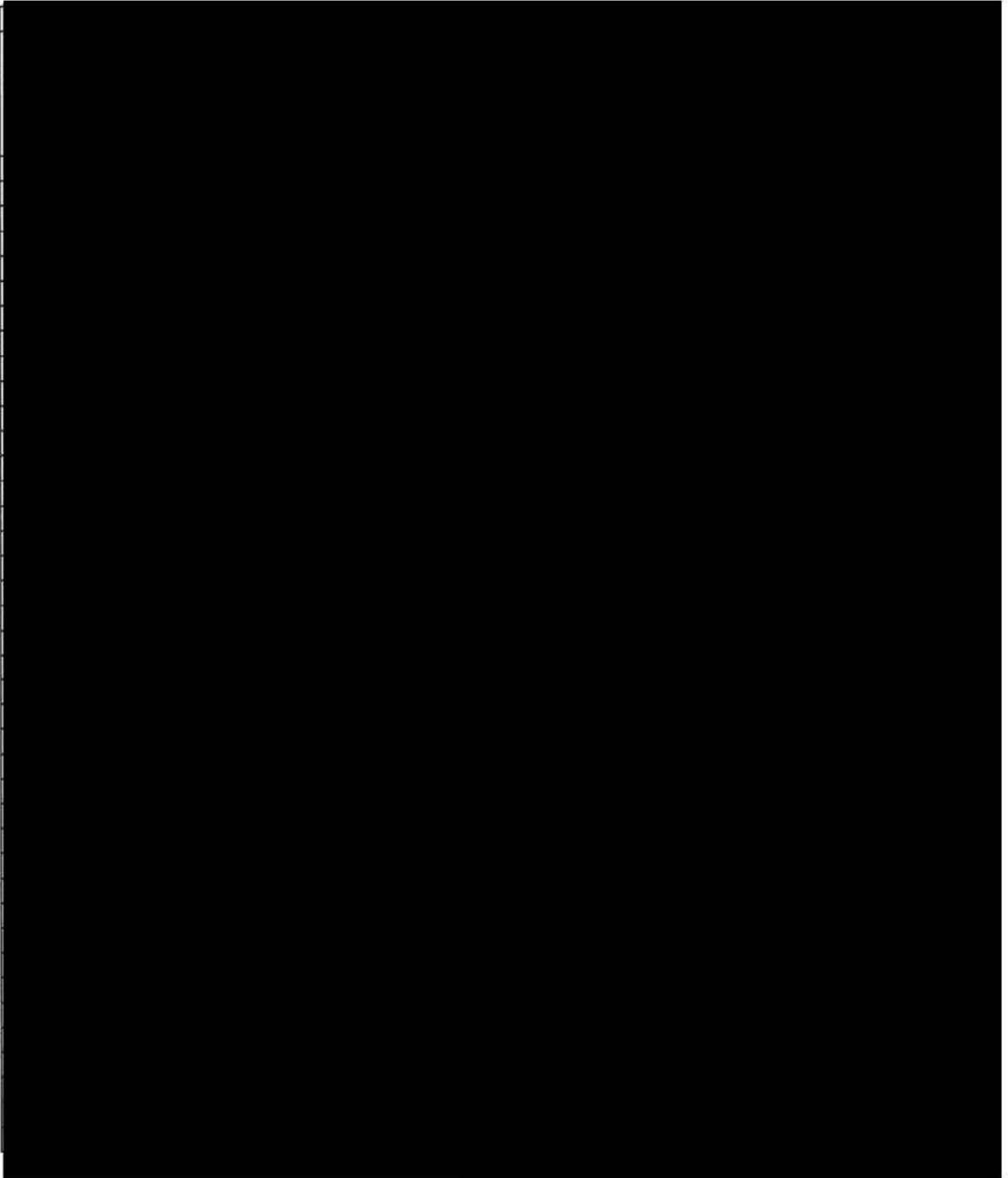
RESEARCH & RELATED BUDGET - Cumulative Budget

Totals (\$)



Research Subaward Agreement Amendment Number (02)		
Pass-Through Entity (PTE)	Subrecipient	
Entity Name: Arizona Board of Regents for and on behalf of Arizona State University [REDACTED]	Entity Name: University of Arkansas: Little Rock [REDACTED]	
Project Title: Fusing Narrative and Social Cyber Forensics to understand Covert Influence		
PTE Federal Award No: [REDACTED]	Federal Awarding Agency: US Department of Defense (DOD)	
Subaward Period of Performance: Start Date: 2/2/2021 End Date: 2/1/2024	Amount Funded this Action: \$51,937.00	
Effective Date of Amendment: Date of PTE Signature	Subaward No: [REDACTED]	
Total Amount of Federal Funds Obligated to date: \$150,761.00	Subject to FFATA: yes	Automatic Carryover: yes
Amendment(s) to Original Terms and Conditions		
This Amendment revises the above-referenced Research Subaward Agreement as follows:		
<p>Additional funds in the amount of \$51,937.00 are hereby authorized for the current period, bringing the total amount authorized for Year 1 up to \$150,761.00. The current anticipated amount for Year 2 is \$169,179.00, which is dependent on sponsor funding. A detailed budget is included on the following page(s) and incorporated as Attachment 5 to this Amendment.</p> <p>Statement of Work is unchanged.</p> <p style="text-align: center;"><i>For clarity: all amounts stated in this amendment are in United States Dollars.</i></p>		
All other terms and conditions of this Subaward Agreement remain in full force and effect.		
[REDACTED]		

ATTACHMENT 5



Research Subaward Agreement Amendment Number (03)		
Pass-Through Entity (PTE)		Subrecipient
Entity Name: Arizona Board of Regents for and on behalf of Arizona State University [REDACTED]		Entity Name: University of Arkansas: Little Rock [REDACTED]
Project Title: Fusing Narrative and Social Cyber Forensics to understand Covert Influence		
PTE Federal Award No: [REDACTED]		Federal Awarding Agency: US Department of Defense (DOD)
Subaward Period of Performance: Start Date: 2/2/2021 End Date: 2/1/2024		Amount Funded this Action: \$169,179.00
Effective Date of Amendment: Date of PTE Signature		Subaward No: [REDACTED]
Total Amount of Federal Funds Obligated to date: \$319,940.00		Subject to FFATA: yes Automatic Carryover: yes
Amendment(s) to Original Terms and Conditions		
This Amendment revises the above-referenced Research Subaward Agreement as follows:		
<p>Additional funds in the amount of \$169,179.00 are hereby authorized for the current period, bringing the total amount authorized for Year 2 up to \$319,940.00.</p> <p>A detailed budget is included on the following page(s) and incorporated as Attachment 5 to this Amendment.</p> <p>Statement of Work is unchanged.</p> <p style="text-align: center;"><i>For clarity: all amounts stated in this amendment are in United States Dollars.</i></p>		
All other terms and conditions of this Subaward Agreement remain in full force and effect.		
[REDACTED]		

ATTACHMENT 5

RESEARCH & RELATED BUDGET - Budget Period 2

OMB Number: 4040-0001
Expiration Date: 12/31/2022

ORGANIZATIONAL DUNS:

Enter name of Organization:

Budget Type: Project Subaward/Consortium

Budget Period: 2 Start Date: End Date:

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment Item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

Total funds requested for all equipment listed in the attached file
Total Equipment

D. Travel

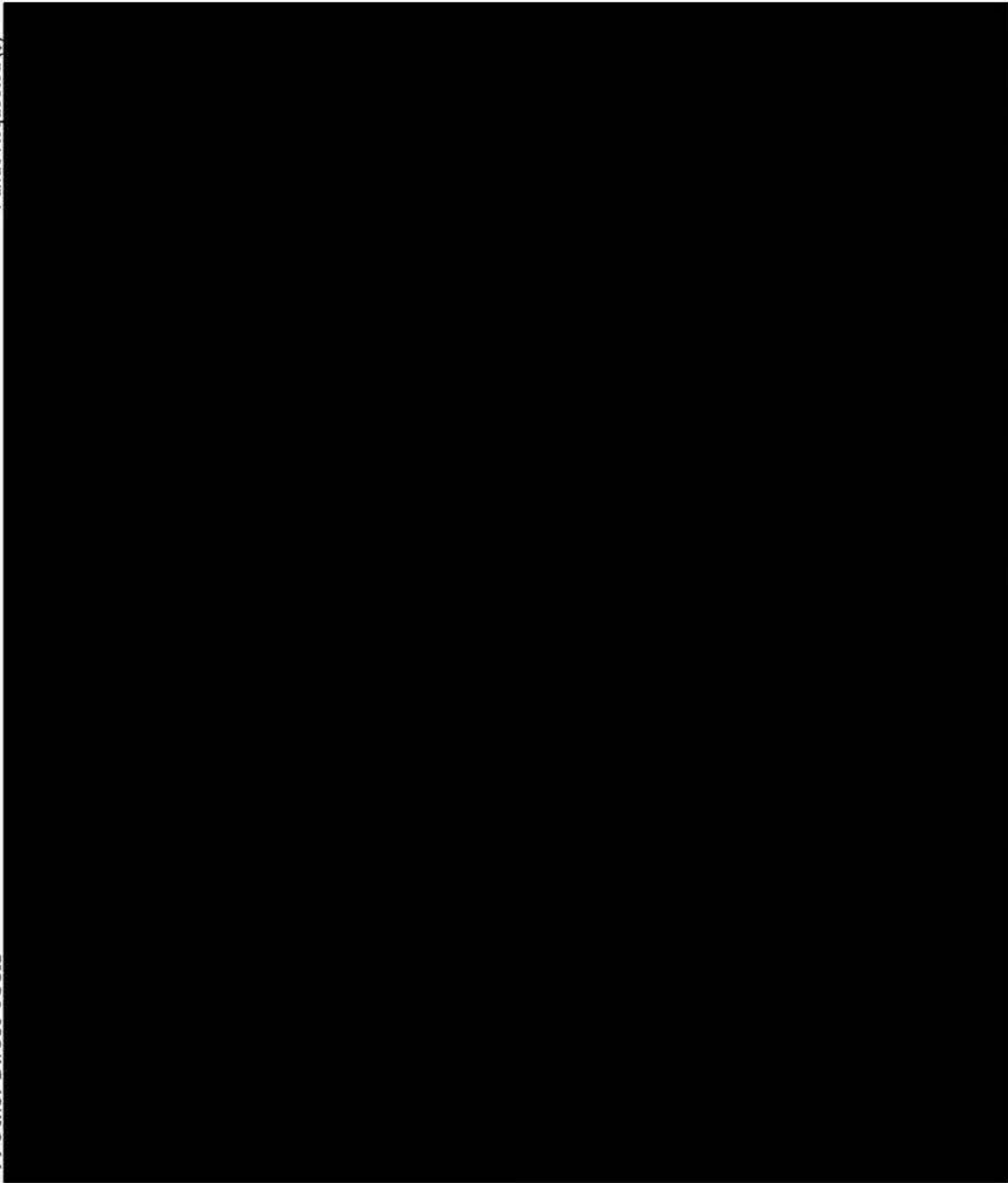
	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Trave Cost	<input type="text"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other <input type="text"/>	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

Funds Requested (\$)

F. Other Direct Costs



FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		DOD-NAVY: Office of Naval Research (ONR)	
Pass-Through Entity (PTE): Arizona Board of Regents for and on behalf of Arizona State University		Subrecipient: University of Arkansas at Little Rock	
PTE PI: [REDACTED]		Sub PI: [REDACTED]	
PTE Federal Award No: [REDACTED]		Subaward No: [REDACTED]	
Project Title: Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia			
Subaward Budget Period: Start: 08/01/2022 End: 01/31/2024		Amount Funded This Action (USD): \$ 34,212.00	
Estimated Period of Performance: Start: [REDACTED] End: [REDACTED]		Incrementally Estimated Total (USD): \$ [REDACTED]	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

Attachment 1
Certifications and Assurances

Subaward Number:

--

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
[REDACTED]

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

National Science Foundation (NSF)		
Federal Award Issue Date	FAIN	Assistance Listing No.
07/13/22	N00014-22-1-2604	12.300
Assistance Listing Program Title (ALPT)		
Basic and Applied Scientific Research		
Key Personnel Per NOA		

This Subaward Is:

- Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
[See Prime Award]
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
[See Prime Award]
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
[See Prime Award] except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the [Administrative] Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward, and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: [Additive]

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

[No additional requirements]

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

[Subrecipient Shall Grant] to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: [Subrecipient]

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: [DOD-NAVY: Office of Naval Research (ONR)]

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank


This section left intentionally blank

Additional Terms

Force Majeure. With the exception of a party's payment obligations, no liability shall result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm or other weather condition, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, disease, pandemic or epidemic, strike or other labor dispute or labor trouble, civil unrest, or any failure or delay of any transportation, power, equipment or communications system, other emergencies that disrupt a party's operations, or any other or similar cause beyond that party's reasonable control.

The party which is so prevented from performing shall give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

Attachment 3A
Pass-Through Entity (PTE) Contacts

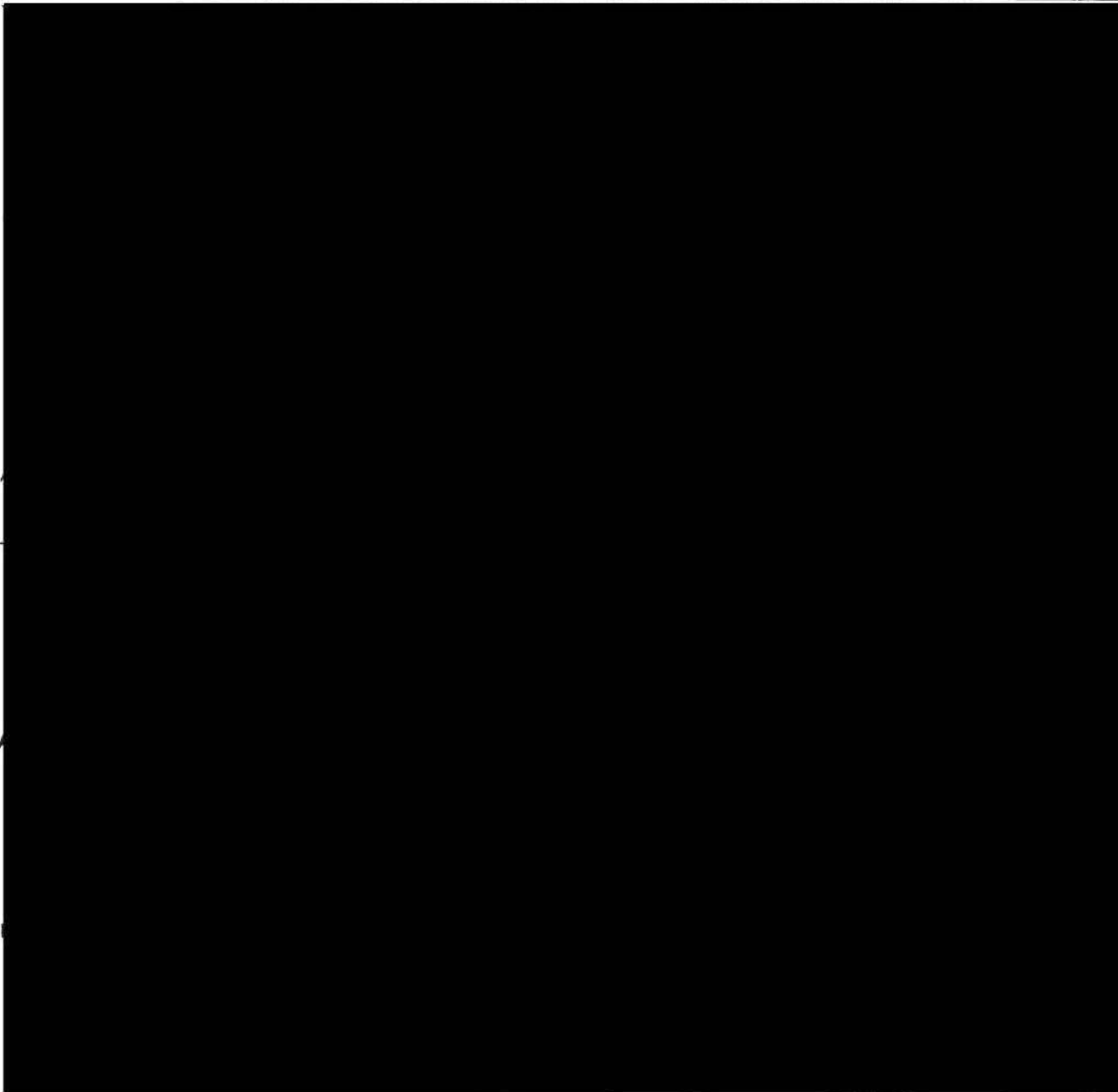
Subaward Number:


PTE Information

Entity Name: Arizona Board of Regents for and on behalf of Arizona State University

Legal Address: ORSPA
KED
PO Box 876011
Tempe, AZ 85287-6011

Website: <https://researchadmin.asu.edu/>



Attachment 3B
Subrecipient Contacts

Subaward Number:
[REDACTED]

Subrecipient Information for FFATA reporting

Entity's UEI Name: University of Arkansas at Little Rock

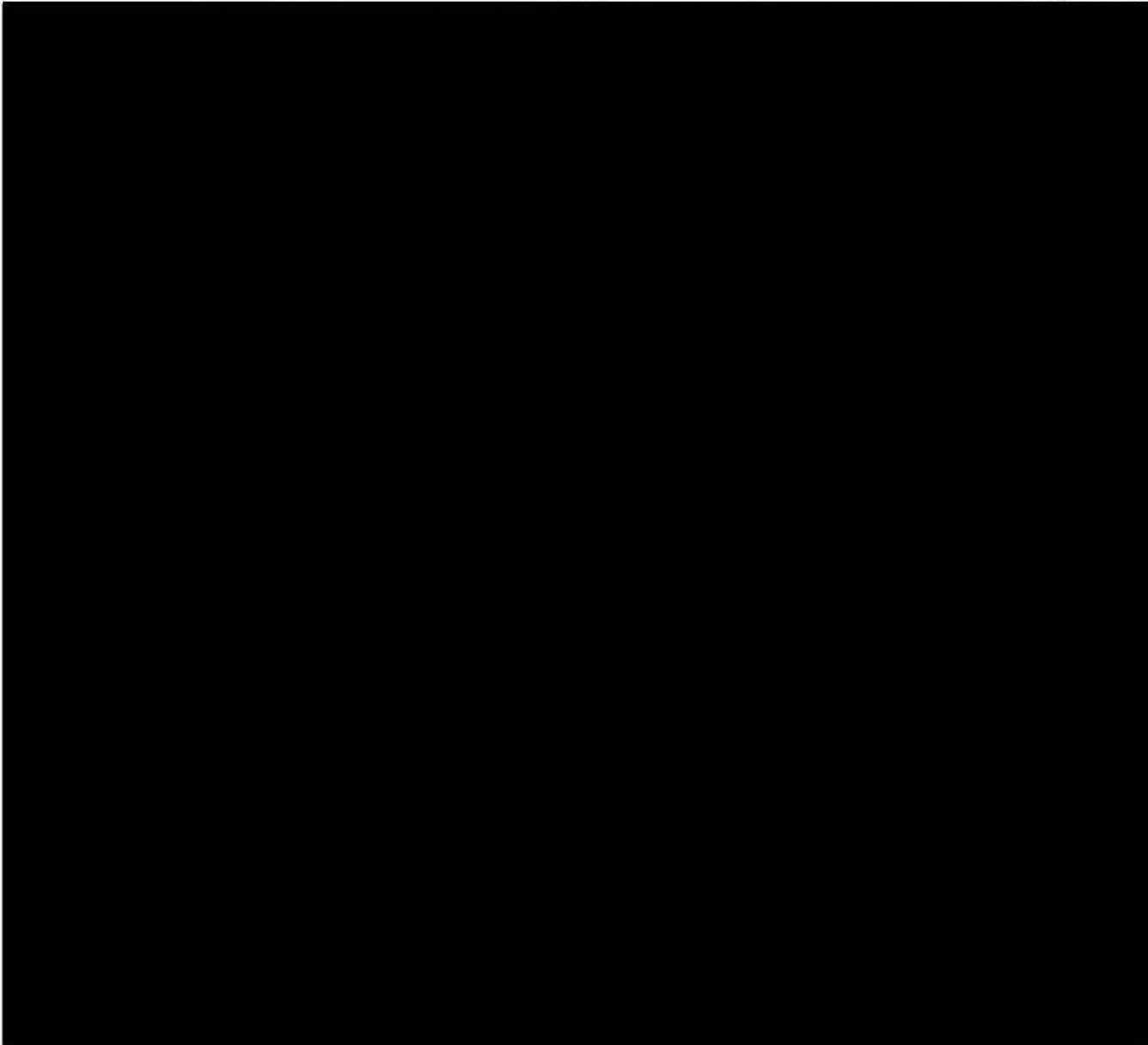
EIN No.: 71-0236904 Institution Type: Public/State Controlled Inst. of Higher Ed.

UEI Number: DBP4N9GHCA14
Currently registered in SAM.gov: Yes No
Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

DUNS: 036725083
This section for U.S. Entities: Zip Code Lock-up

Place of Performance Address Congressional District: AR-02 Zip Code+4: 72204-1000

2801 S. University Avenue
Little Rock, AR 72204-1000



Attachment 3B-2
Highest Compensated Officers

Subaward Number:

[Redacted]

Subrecipient:

Institution Name: University of Arkansas at Little Rock

PI Name: [Redacted]

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name: [Redacted]

Officer 1 Compensation: [Redacted]

Officer 2 Name: [Redacted]

Officer 2 Compensation: [Redacted]

Officer 3 Name: [Redacted]

Officer 3 Compensation: [Redacted]

Officer 4 Name: [Redacted]

Officer 4 Compensation: [Redacted]

Officer 5 Name: [Redacted]

Officer 5 Compensation: [Redacted]

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below:

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
[Redacted]

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied: <input type="text" value="43.5"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
--	--

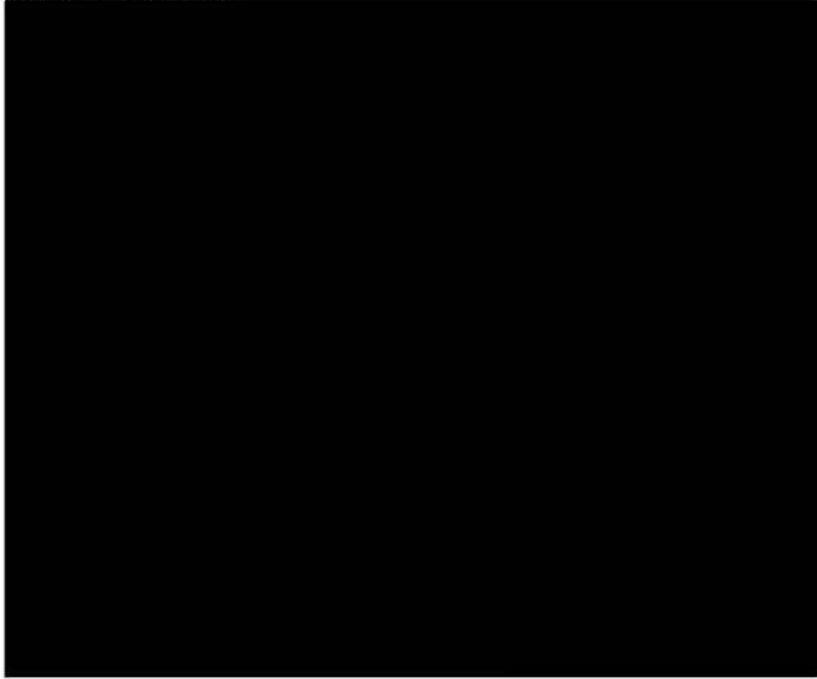
Budget Details Below Attached, pages

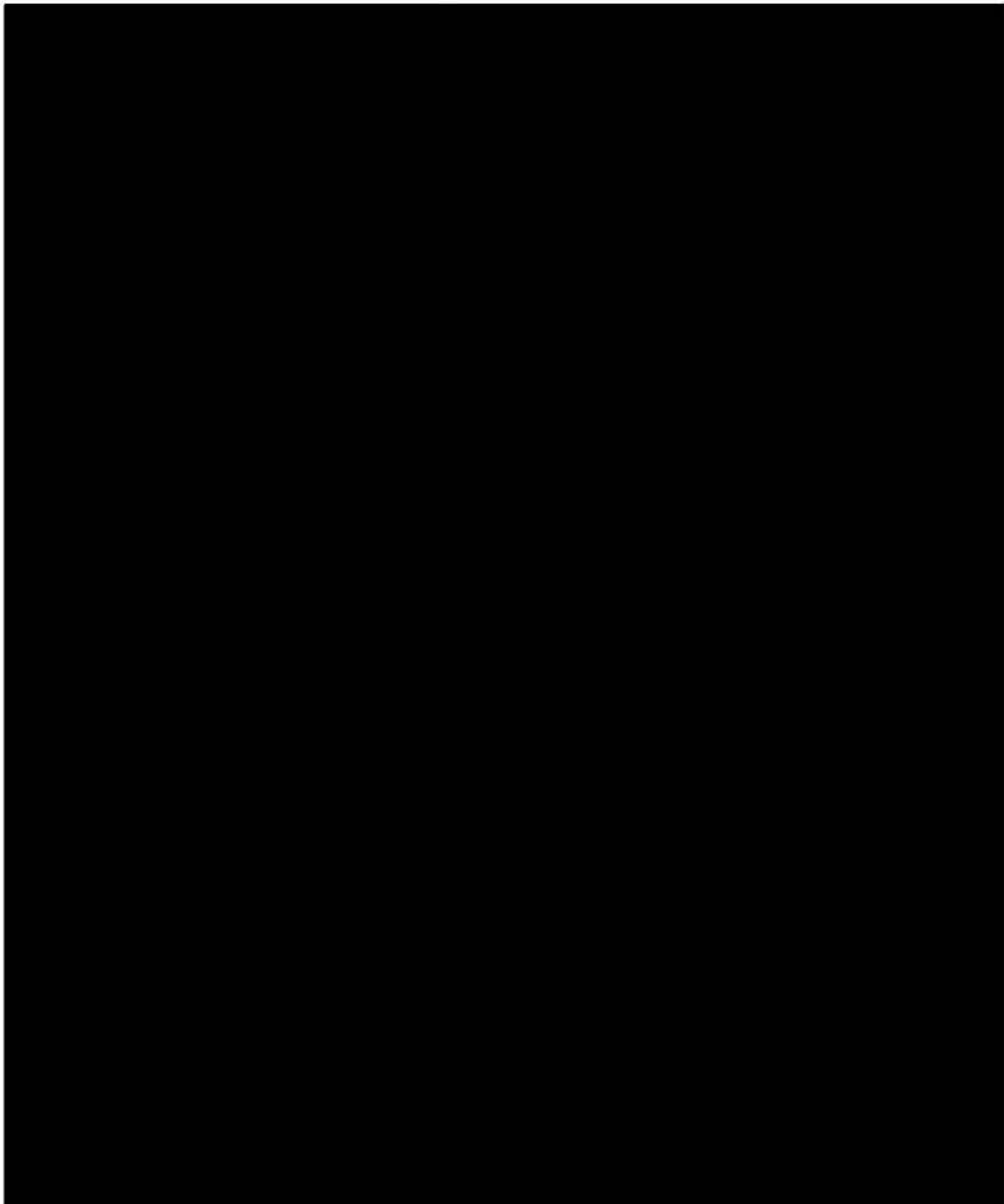
Budget Totals

Direct Costs	\$	<input type="text" value="24,903.00"/>
Indirect Costs	\$	<input type="text" value="9,309.00"/>
Total Costs	\$	<input type="text" value="34,212.00"/>

All amounts are in United States Dollars

Statement of Work






Subaward Number:
[Redacted]

Attachment 6
Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

		OFFICE OF NAVAL RESEARCH AWARD / MODIFICATION			3a. AWARDING OFFICE: Office of Naval Research HO 875 N. Randolph St, Suite 1425 ARLINGTON VA 22203-1995		
		1. INSTRUMENT TYPE: Grant Award		3b. ASSISTANCE LISTING NUMBER AND TITLE: 12.300. Basic and Applied Scientific Research			
		2. AUTHORITY: 10 USC 4001 and 31 USC 6304, as amended		3c. DUNS NUMBER or UEI: NTLHJXM55KZ6			
4. AWARD NUMBER:		5. MODIFICATION NO:	6. MODIFICATION TYPE:	7. PR NUMBER:			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]			
8. ACTIVITY/AGENCY PROPOSAL NO:		9. RECIPIENT PROPOSAL NO:		10. PROPOSAL DATE:	11. ACTIVITY TYPE:	12. PROGRAM TYPE:	
[REDACTED]		[REDACTED]		03312022	R&D	ONR	
13. ISSUED TO	13b. CAGE:	13c.		14. REMITTANCE ADDRESS (IF DIFFERENT FROM BLOCK 13): 			
13a. ADDRESS:	4B293	N/A					
ARIZONA STATE UNIVERSITY ORSPA 660 S MILL AVE STE 312 TEMPE AZ 85281-3670 UNITED STATES OF AMERICA							
13d. BUSINESS OFFICE CONTACT:							
13e. TELEPHONE NUMBER:	13f. EMAIL ADDRESS:						
[REDACTED]	[REDACTED]						
15. RESEARCH TITLE AND/OR DESCRIPTION OF PROJECT AND/OR PROPOSAL TITLE:							
Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia							
16. FUNDING		ACTIVITY/AGENCY SHARE	RECIPIENT SHARE	TOTAL	17. CURRENT FUNDING PERIOD		
PREVIOUSLY OBLIGATED:				\$0.00	N/A THROUGH N/A		
OBLIGATED BY THIS ACTION:				\$125,000.00	18. PERIOD OF PERFORMANCE 08/01/2022 THROUGH 01/31/2024		
TOTAL OBLIGATED ON AWARD:				\$125,000.00			
FUTURE FUNDING:				\$249,025.00			
GRANT TOTAL:				\$374,025.00			
19. ACCOUNTING AND APPROPRIATION DATA:							
See Attached Financial Accounting Data Sheet(s)							
20a. PRINCIPAL INVESTIGATOR/RECIPIENT TECHNICAL REPRESENTATIVE:				21. TECHNICAL REPRESENTATIVE		21b. CODE:	
[REDACTED]				21a. NAME:		[REDACTED]	
				21c. ADDRESS:			
				HUMAN & BIOENGINEERED SYSTEMS DIV 875 N. Randolph Street Arlington VA 22203-1995			
20b. TELEPHONE NUMBER:		20c. EMAIL ADDRESS:		21d. TELEPHONE NUMBER:		21e. EMAIL ADDRESS:	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
22. POC FOR THIS ACTION			22b. CODE:		23a. ADMINISTRATIVE OFFICE:		
22a. NAME:			[REDACTED]		23b. CODE:		
22c. ADDRESS:			ONR REG Office San Diego [REDACTED] 140 Sylvester Road, Bldg. 140 Room 218				
Office of Naval Research 875 N. Randolph Street Suite 1425 Arlington VA 22203-1995							
22d. TELEPHONE NUMBER:							
22e. EMAIL ADDRESS:			[REDACTED]				
24. SUBMIT PAYMENT REQUEST TO:		25a. PAYING OFFICE			25b. CODE:	26a. PATENT OFFICE	26b. CODE:
See FMS Article II, Section C.2.b of the ONR Addendum to the DoD R&D General Terms and Conditions		ONR Internal Entitlement N34291 usn.pentagon.onr-arlington-va.mbx.onr-fm@us.navy.mil Arlington VA 22203			[REDACTED]	Office of Naval Research ATTN: ONR Office of Counsel Intellectual Property Section One Liberty Center 875 North Randolph Street, Suite 1425 ARLINGTON VA 22203-1995	[REDACTED]

NAVONR 4206 (1-2022)

AWARD NO. [REDACTED]	AWARD / MODIFICATION		MODIFICATION NO.																		
<p>27. SPECIAL INSTRUCTIONS: See Special Requirements on Page 5</p>																					
<p>28. DELEGATIONS: The administrator duties listed below have been delegated to the administrative office (block 23a). Upon request the awarding office contact (block 22) will make their full text available. Please direct questions to the contacts @: https://www.onr.navy.mil/work-with-us/manage-your-award/onr-regional-offices This award provides full delegation to the administrative office in Block 23 of the grant. Full delegation includes the functions described in the DoDGARs at 32 CFR 22.715 and the administrative grants officer functions related to payments described in 32 CFR 22.810.</p>																					
<p>29. TERMS AND CONDITIONS: The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the awarding office contact named in block 22 will make their full text available, or they can be found at the specified URL.</p>																					
DOCUMENT	URL																				
[REDACTED]																					
30. OPTIONS	AMOUNT	PERIOD																			
(1)																					
(2)																					
(3)																					
(4)																					
<p>31. REPORTS: The reporting requirements under this award are specified in the articles of part 5 (Financial, Programmatic, and Property Reporting) to the General Terms and Conditions and in any additional language for Part 5 in an ONR Addendum to the General Terms and Conditions specified in Block 29.</p>																					
<table border="1"> <tr> <td colspan="4" data-bbox="203 1606 844 1696">[REDACTED]</td> <td colspan="2" data-bbox="844 1606 1534 1696">33. FOR THE UNITED STATES OF AMERICA</td> </tr> <tr> <td colspan="4" data-bbox="203 1696 844 1795">[REDACTED]</td> <td colspan="2" data-bbox="844 1696 1534 1795"> 33a. SIGNATURE OF AWARDING OFFICER [REDACTED] Dated: 2022.07.13 08:27:59 EST </td> </tr> <tr> <td colspan="4" data-bbox="203 1795 844 1871">[REDACTED]</td> <td data-bbox="844 1795 1299 1871">33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]</td> <td data-bbox="1299 1795 1534 1871">33c. DATE SIGNED 07/13/2022</td> </tr> </table>				[REDACTED]				33. FOR THE UNITED STATES OF AMERICA		[REDACTED]				33a. SIGNATURE OF AWARDING OFFICER [REDACTED] Dated: 2022.07.13 08:27:59 EST		[REDACTED]				33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 07/13/2022
[REDACTED]				33. FOR THE UNITED STATES OF AMERICA																	
[REDACTED]				33a. SIGNATURE OF AWARDING OFFICER [REDACTED] Dated: 2022.07.13 08:27:59 EST																	
[REDACTED]				33b. NAME AND TITLE OF AWARD OFFICER [REDACTED]	33c. DATE SIGNED 07/13/2022																

NAVCNR 4206 (1-2022)

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (CRITICAL)		2. SPIN (CRITICAL)		3. MOD (CRITICAL)		4. PRNUMBER											
5. CLIN/SLIN		6. LINE OF ACCOUNTING							7. AMOUNT (CRITICAL)		NAVY INTERNAL USE ONLY REF: OCGACKR						
		A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLA.	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. IT	J. PAA	K. COST CODE					
												PROJ UNIT	MCC	PDLI & SUF			
											PAGE TOTAL		\$125,000.00				
											GRAND TOTAL		\$125,000.00				
PREPARED/AUTHORIZED BY:						COMPTROLLER APPROVAL FOR FISCAL DATA AND SIGNATURE											
DATE:						BY:						for COMPTROLLER, ONR CONTRACT REVIEWED					
DATE:						DATE:											

NAVY (PRC 4205 (1), 2022)

FINANCIAL ACCOUNTING DATA SHEET - NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL)		2. SPIIN (CRITICAL)		3. MOD (CRITICAL)		4. PR NUMBER	
5	6	7	ACCOUNTING CITATION			8	NAVY INTERNAL USE ONLY REF DOC/ACRN
CLIN/SLIN	ACRN (CRITICAL)					AMOUNT (CRITICAL)	
						PAGE TOTAL	
						GRAND TOTAL	
PREPARED/AUTHORIZED BY:				COMPTROLLER APPROVAL:			
DATE:				FOR FISCAL DATA AND SIGNATURE			
				for COMPTROLLER, ONR CONTRACT REVIEWED			
DATE:				DATE:			

NavcPR 4205-1-2022

AWARD NO. [REDACTED]	SPECIAL REQUIREMENTS	MODIFICATION NO.
<p>PAYMENT OFFICE AND RECIPIENT PAYMENT INSTRUCTIONS</p> <p>**</p> <p>SEE ONR ADDENDUM TO THE DOD R&D GENERAL TERMS AND CONDITIONS FMS ARTICLE II. PAYMENTS</p> <p>**</p> <p>PAYMENT GUIDES ARE AVAILABLE ON THE ONR WEBSITE AT THE FOLLOWING LINK: https://www.nre.navy.mil/work-with-us/manage-your-award/manage-grant-award</p>		

NAYONP 4206(1-2022)



**U.S. Department of State
FEDERAL ASSISTANCE AWARD**

1. Recipient Name ARIZONA STATE UNIVERSITY DBA ORSPA		2. Assistance Type: <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Fixed Amount Award <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Property Grant <input type="checkbox"/> Voluntary Contribution
3. Address PO BOX 876011 TEMPE, AZ 85287-6011 UNITED STATES		
[REDACTED]		
5. Type of Entity U.S. Educational Institution	6. Unique Entity Identifier 943360412	7. EIN/ TIN *****
8. CFDA Number	9. Statutory Authority for Assistance	10. Award Number [REDACTED]
11. Period of Performance Start Date 05-Sep-2018 End Date 04-Sep-2019		12. Amendment Number M001
[REDACTED]		

Funding Distribution

15.	Total Prior Costs	New Costs	Total Cost
U.S. Share of Costs	\$417,538.00 USD	\$80,000.00 USD	\$497,538.00 USD
Recipient Share of Costs	\$0.00 USD	\$0.00 USD	\$0.00 USD
Total Costs	\$417,538.00 USD	\$80,000.00 USD	\$497,538.00 USD

16. Purpose of the Federal Award Activity
Cost amendment as described in initial award. All terms and conditions unchanged.

17. Specific Award Conditions
 Attached

Agreement

The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and 2 CFR Parts 200 and 600 including any subsequent revisions.

18a. Recipient Name	19a. Grants Officer Name Marie Moser
---------------------	---

[REDACTED]

U.S. Department of State Award Provisions



During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at: <https://www.state.gov/m/a/ope/index.htm>
- The applicable sections of [2 CFR §200](#) and [2 CFR §600](#); and
- All assurances and certifications made during the application process.

1) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

[REDACTED]

2) FEDERAL SHARE OF AWARD:

\$497,538.00 USD

3) PURPOSE AND OBJECTIVES OF AWARD:

a. Purpose:

ARIZONA STATE UNIVERSITY (hereinafter referred to as the Recipient), is hereby provided a federal award, the purpose of which is to:

The recipient will enhance the capability U.S. allies and partners to detect and defend against Russian state-sponsored disinformation efforts through the development and/or refinement of techniques and automated tools for identification and analysis of digital disinformation and propaganda.

The Recipient shall carry out the Agreement in accordance with its proposal dated: 05-Apr-2018, and any revisions to which both parties agree to in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

See attached Scope of Work.

4) CONTACT INFORMATION:

a. Grants Officer:

Name:

Post/Bureau:

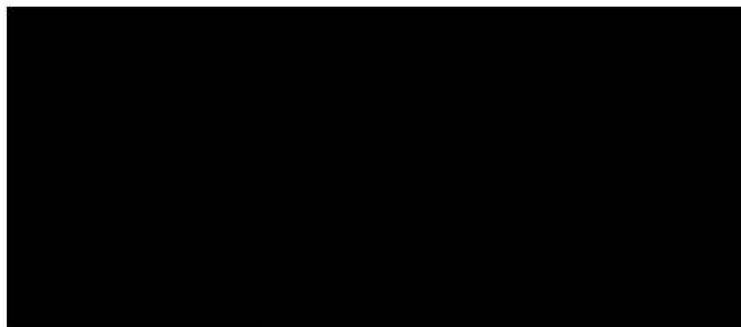
Section:

Street Address:

Zip Code:

E-mail:

Telephone:



b. Grants Officer Representative:

Name:

Post/Bureau:

Section:

Street Address:

Zip Code:

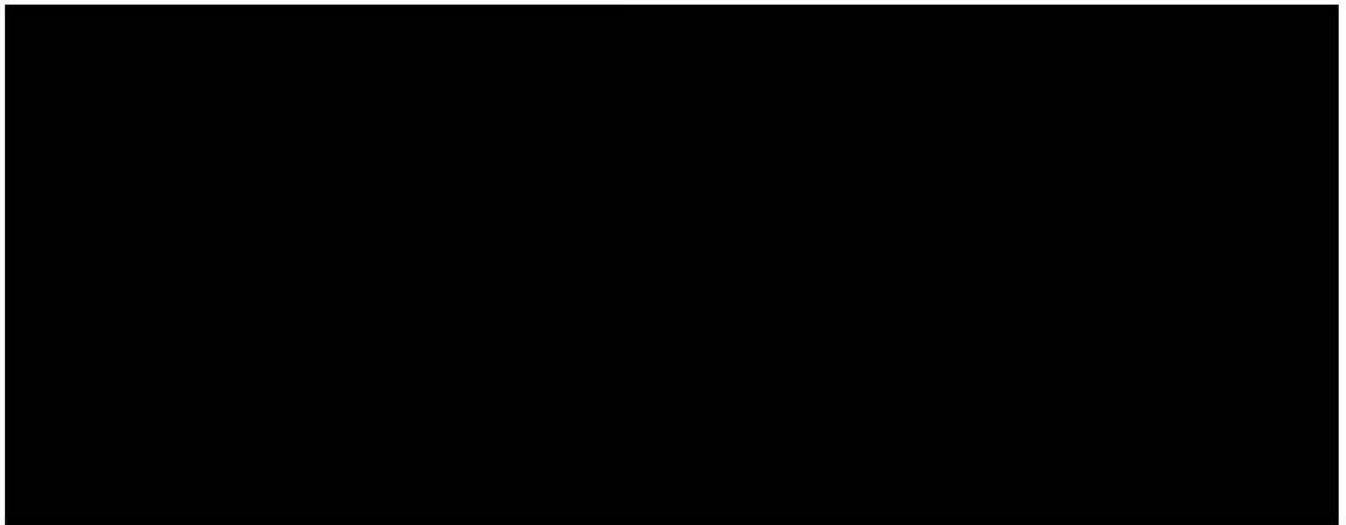
E-mail:

Telephone:



5) AUTHORIZED BUDGET SUMMARY:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance.



6) INDIRECT COSTS:

Type	Rate %	Applicable to
Predetermined	56.5%	Modified total direct costs.

The base of application for the rate(s) above is defined in the Recipient's Negotiated Indirect Cost Rate Agreement dated 05-Jul-2017.

7) PRE-AWARD COSTS:

N/A

8) PROGRAM INCOME:

Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs in order to determine the net allowable costs for the award.

9) COST SHARING:

N/A

10) SUBRECIPIENTS:

Subawards not included in the Recipient's approved budget must be submitted to the

Grants Officer prior to execution in order to determine cost allowability.

All subawards must comply with the requirements of [2 CFR §200.331](#)--Requirements for pass-through entities. Upon issuing a subaward, the Recipient is required to submit an executed copy to the Grants Officer.

11) PAYMENTS:

Payments under this award will be made through the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS). Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. Instructions for requesting payments are available at: <https://pms.psc.gov/>.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Failure to comply with the terms and conditions of this award may result in payment delays.

12) REPORTING AND MONITORING:

The Recipient is required to submit Quarterly performance and Quarterly financial reports. All reports must be signed and certified by an authorized representative of the Recipient organization. All performance progress reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

Reports are due 30 days after the end of a reporting period and in accordance with the schedule below. **A final program and financial report is due 90 calendar days after the period of performance end date.** Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or delays in payments.

Performance Progress Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	05-Sep-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	04-Sep-2019	04-Oct-2019
Final	05-Sep-2018	04-Sep-2019	03-Dec-2019

Federal Financial Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	05-Sep-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	04-Sep-2019	04-Oct-2019
Final	05-Sep-2018	04-Sep-2019	03-Dec-2019

Financial Reports:

All financial reports must be submitted using form SF-425--Federal Financial Report. Financial reports shall be completed in the Payment Management system. Instructions for completing the SF-425 in PMS are available at: <https://pms.psc.gov/>

Financial Reports completed in PMS must also be downloaded and submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

Performance Reports:

As appropriate, performance reports must contain:

- A comparison of actual accomplishments to the objectives of the federal award established for the period. This should include information on how costs are tied to accomplishments:
- The reasons why established goals were not met, and
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs.

Performance Reports must be submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

13) SUBSTANTIAL INVOLVEMENT:

N/A

14) WAIVER OF ACKNOWLEDGMENT OF DEPARTMENT OF STATE SUPPORT AND BRANDING AND MARKING REQUIREMENTS:

The Department of State Standard Terms and Conditions for Federal Awards requires that materials produced under a federal award be marked appropriately to acknowledge the support of the U.S. Department of State. However, the Department of State has determined that for the purposes of this award, the Recipient is not required to publicly display Department of State and/or U.S. government branding and marking for materials produced under this award, nor insert the disclaimers required in the Standard Terms and Conditions.

15) ADDITIONAL BUREAU/POST SPECIFIC REQUIREMENTS:

Depending upon the availability of funding, this award will be incrementally funded with \$80,000 added to the Personnel budget line item via amendment. Should funds not become available, GEC will expect that this budget and SoW will be revised and mutually agreed to via amendment.

16) SPECIFIC CONDITIONS:

N/A

17) SPECIAL PROVISION FOR PERFORMANCE IN A DESIGNATED COMBAT AREA:

N/A

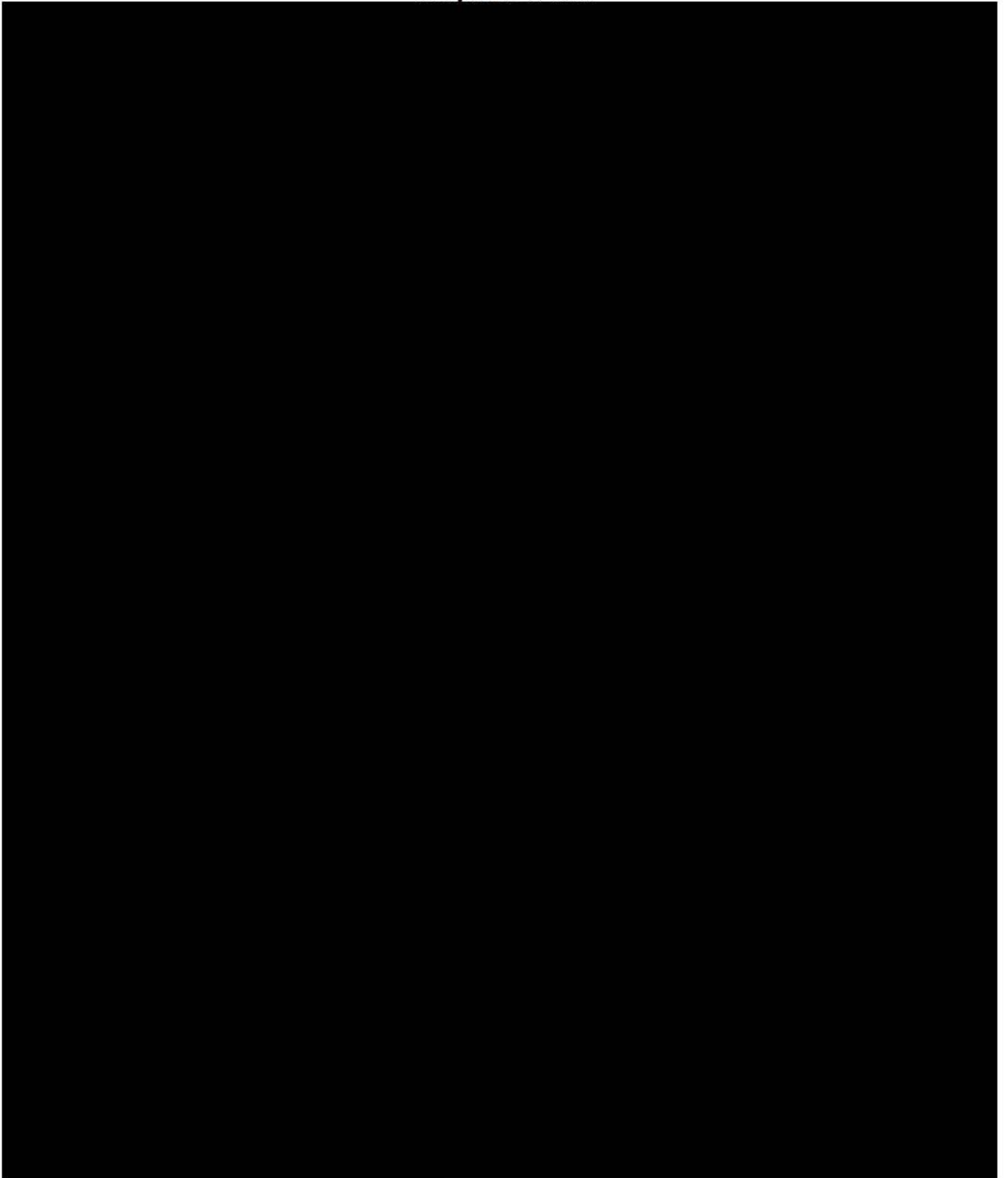
18) STATE DEPARTMENT LEAHY AMENDMENT VETTING REQUIREMENTS:

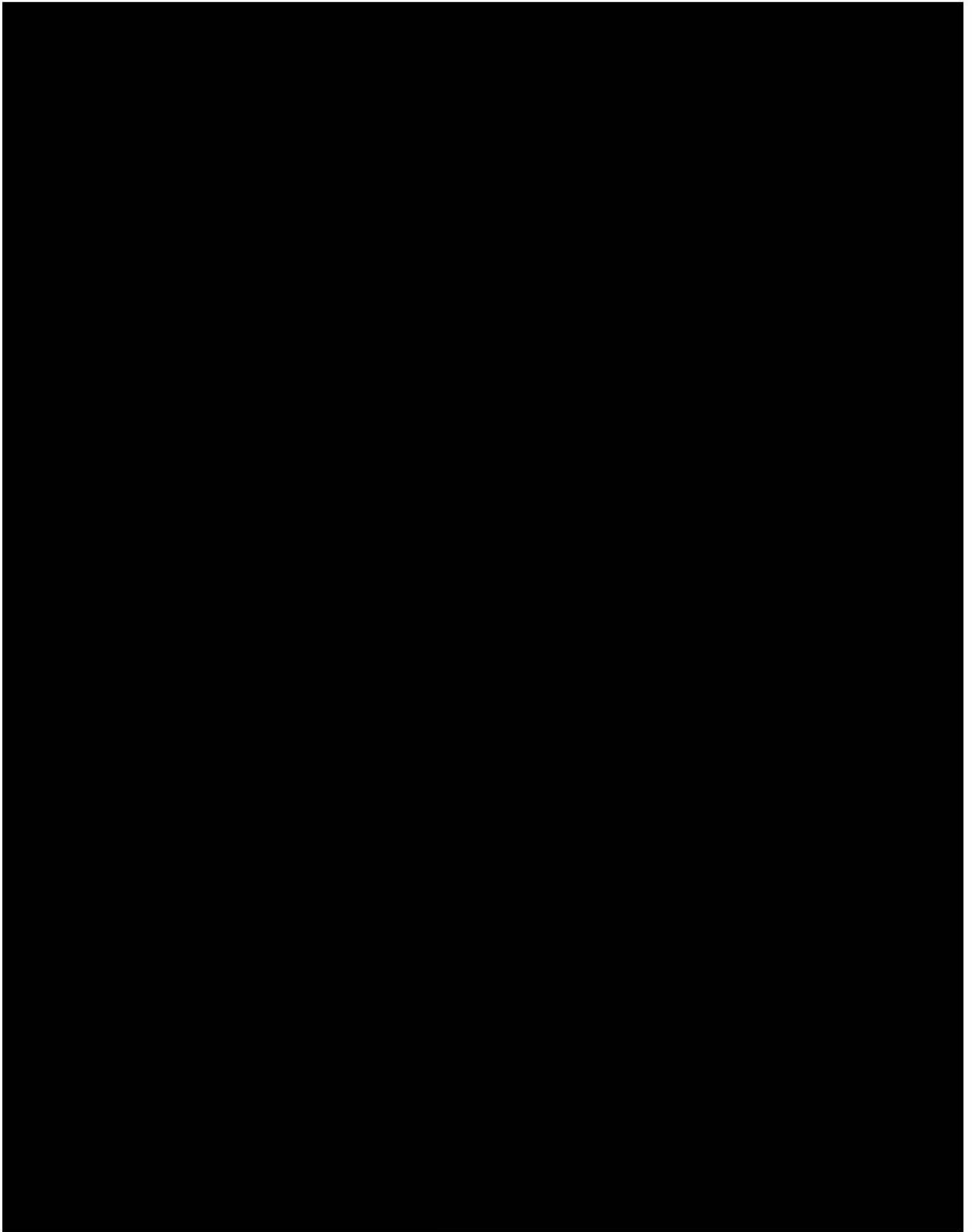
N/A

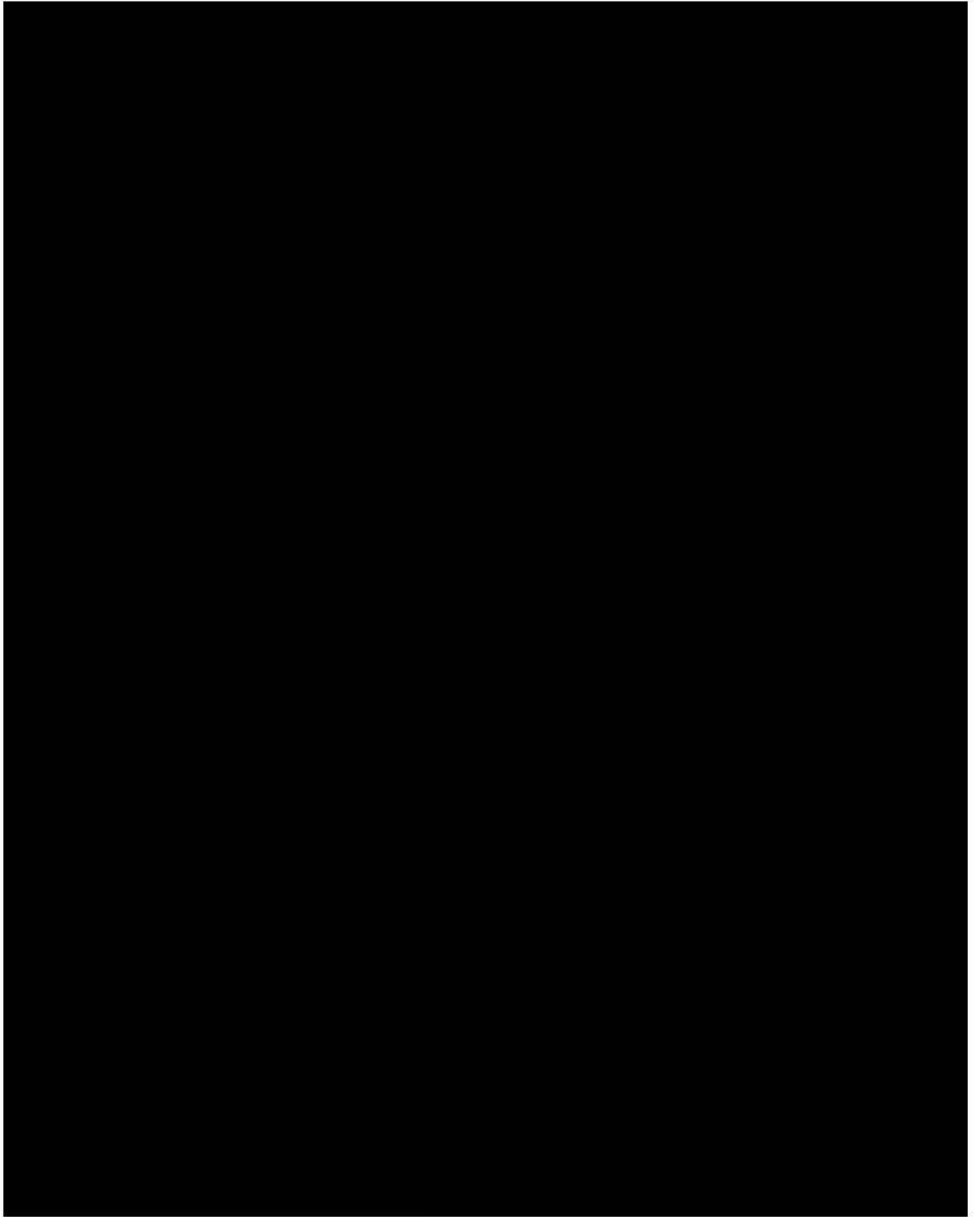
19) PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE:

N/A

**CSD Mission
Scope of Work**







- 4 -

NOTE: The activities in this Scope of Work are based on recipient's proposal dated *April 2018*, which is incorporated by reference. In the event of any discrepancies, this Scope of Work takes precedence.

KEY TERMS AND DEFINITIONS

Baseline: Data that are collected before or at the start of a program, project, or process and provide a basis for planning and/or assessing subsequent progress and impact.

Evaluation: The systematic collection and analysis of information about the characteristics and outcomes of programs, projects, or processes as a basis for making judgments, improving effectiveness and informing decisions about current and future programs, projects, and processes. Evaluation is distinct from assessment, which may be designed to examine country or sector context to inform program or project design.

Goal: The highest-order outcome or end state to which a program, project, process, or policy is intended to contribute.

Impact: A result or effect that is caused by or attributable to a program, project, process, or policy. Impact is often used to refer to higher-level effects that occur in the medium- or long-term, and can be intended or unintended and positive or negative.

Logic Model: A rigorous methodology used for program or project design that focuses on the causal linkages between project inputs, activities, outputs, short-term outcomes, and long-term outcomes. It is a visual representation that shows the sequence of related events connecting a planned program's or project's objectives with its desired outcomes.

Monitoring: An ongoing system of gathering information and tracking performance to assess progress against established goals and objectives.

Objective: A statement of the condition or state one expects to achieve toward accomplishing a program, process, or project goal.

Outcome – A results or effect that is caused by or attributed to the project, program, or policy. Outcome is often used to refer to more immediate and intended effects.

Outputs – The products, goods, and services which result from a project or program.

Performance Indicator: A particular characteristic or dimension used to measure intended changes. Performance indicators are used to observe progress and to measure actual results compared to expected results.

Performance Management: The systematic process of collecting, analyzing, and using performance monitoring data and evaluations to track progress, influence decision-making, and improve results.

Pilot: Any new, untested approach that is implemented to learn of its potential feasibility and efficacy/effectiveness because it is anticipated to be replicated or expanded in scale or scope.

Process: A systematic series of actions or steps taken to achieve a particular end.

Program: A set of activities, processes, or projects aimed at achieving a goal or objective that is typically implemented by several parties over a specified period of time and may cut across sectors, themes, and/or geographic areas.

Program design: The process of analyzing the context, identifying the root causes of issues to be addressed, and constructing logic and a theory of how and why a proposed program, project, or process will work.

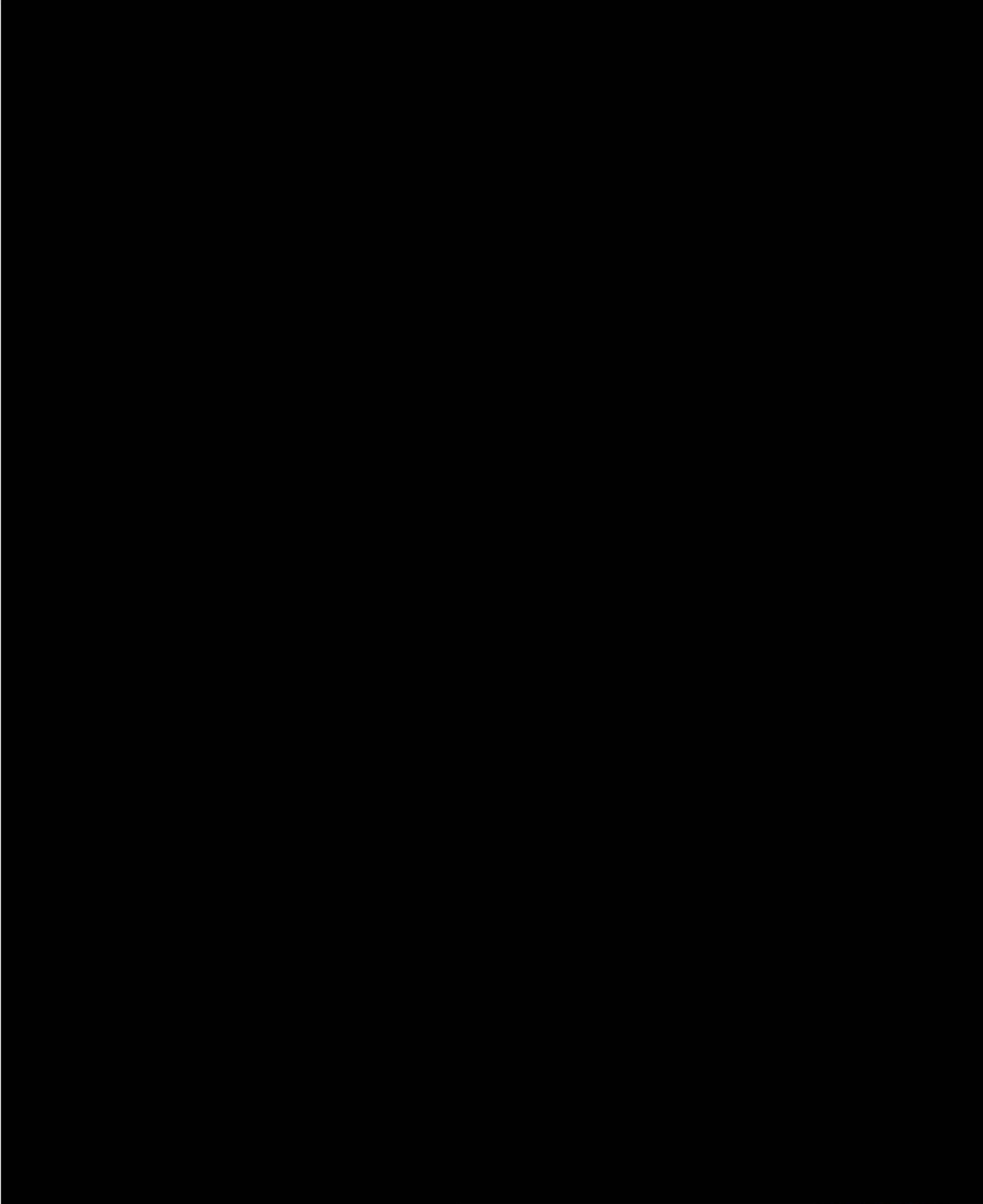
Project: A set of activities intended to achieve a defined product, service, or result with specified resources within a set schedule. Multiple projects often make up the portfolio of a program and support achieving a goal or objective.

Situational Analysis: A review of the current state or conditions that could affect the design, implementation, or outcome of a program, project, or process.

LINE-ITEM BUDGET

Arizona State University

Disinformation Cascades: Analyzing Propaganda and Disinformation Through Rhetorical and Operational Signatures in the European Theater





**THE U.S. DEPARTMENT OF STATE
STANDARD TERMS AND CONDITIONS
TABLE OF CONTENTS**
Revised April 8, 2016
Effective December 28, 2015

Provisions	Page
I. INTRODUCTION.....	2
II. ORDER OF PRECEDENCE	2
III. CONTROLLING LANGUAGE	2
IV. DEPARTMENT OF STATE (DOS) RESPONSIBILITIES	2
V. FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS).....	3
VI. NON-FEDERAL ENTITY RESPONSIBILITIES AND COMPLIANCE WITH FEDERAL REQUIREMENTS	3
VII. MANDATORY DISCLOSURE	4
VIII. CONFIDENTIALITY INFORMATION	5
IX. CONFLICT OF INTEREST AND FEDERAL ASSISTANCE AWARDS	6
X. LIABILITY	6
XI. FINANCIAL MANAGEMENT SYSTEM (FMS) REQUIREMENTS	7
XII. PAYMENTS.....	7
XIII. PRIOR APPROVAL REQUIREMENTS	8
XIV. PERIOD OF AVAILABILITY OF FUND.....	8
XV. INDIRECT COSTS	9
XVI. PUBLICATION FOR PROFESSIONAL AUDIENCES	9
XVII. BRANDING AND MARKING STRATEGY.....	9
XVIII. TRAVEL	10
XIX. PROHIBITION AGAINST ASSIGNMENT.....	11
XX. MONITORING AND REPORTING REQUIREMENTS	11
XXI. POST-AWARD REQUIREMENTS FOR CLOSEOUT	14
XXII. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS	15
XXIII. AUDITS	15
XXIV. DEBARMENT AND SUSPENSION	16
XXV. TERMINATION	17
XXVI. CERTIFICATION REGARDING LOBBYING	18
XXVII. SECTION 504 REHABILITATION ACT	19
XXVIII. AWARDS TO FAITH-BASED & COMMUNITY ORGANIZATIONS	19
XXIX. RELIGIOUS PERSECUTION	19
XXX. PROHIBITION ON ABORTION RELATED ACTIVITIES	20
XXXI. MINORITY BUSINESS PARTICIPATION, EXECUTIVE ORDER 12432	20
XXXII. TRAFFICKING IN PERSONS	20
XXXIII.	B
LOCKING PROPERTY AND PROHIBITING TRANSACTIONS WHO COMMIT, THREATEN TO COMMIT OR SUPPORT TERRORISM, EXECUTIVE ORDER 13224.....	22

I. Introduction

The non-Federal entity and any sub-non-Federal entity must, in addition to the assurances and certifications made as part of the award, comply with all applicable terms and conditions during the project period.

II. Order of Precedence

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.
- B. Code of Federal Regulations (CFR)
- C. Award Specifics
- D. Standard Terms and Conditions
- E. Other documents and attachments

III. Controlling Language

In accordance with [2 CFR 200.111](#), it is the Department of State's policy that all award documents must be in the English language and in terms of U.S. dollars, including correspondence and supporting documents. If an award or any supporting documents are provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.

IV. Department of State (DOS) Responsibilities

DOS has overall responsibility for Department-funded awards, including providing oversight for technical, programmatic, financial and administrative performance.

Agency Award Administrator - Grants Officer (GO)

The GO is responsible for all actions on behalf of the DOS, including entering into, changing, or terminating an award. The GO is authorized by a warrant issued by the Procurement Executive in the Office of the Procurement Executive. In addition, the GO is responsible for administrative coordination and liaison with the non-Federal entity.

The GO is the only person authorized to approve changes in any of the requirements in the award. In the event the non-Federal entity effects any change at the direction of any person other than the GO, the change(s) will be considered to have been made without authority and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.

Agency Program Contact - Grants Officer Representative (GOR)

In accordance with DOS standard policy, the GO is responsible for all aspects of the award, but may designate technically qualified personnel to join in the administration of grants. The GOR is delegated by the GO and responsible for the programmatic, technical, and/or scientific aspects of the award. Non-Federal entities should direct any correspondence related to programmatic and budgetary issues to both the GO and GOR.

V. Federal Awardee Performance and Integrity Information System (FAPIIS)

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-Federal entity recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section [872 of Public Law 110-417, as amended \(41 U.S.C. 2313\)](#).

VI. Non-Federal Entity Responsibilities and Compliance with Federal Requirements

The non-Federal entity is responsible for notifying DOS of any significant problems relating to the administrative, programmatic or financial aspects of the award.

The non-Federal entity has full responsibility for the management of the project or activity supported under the award and for adherence to Federal regulations and the award terms and conditions. Although the non-Federal entity is encouraged to seek the advice and opinion of the GO and/or the GOR on special problems that may arise, such advice does not diminish the non-Federal entity's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to DOS.

Non-Federal entity Key Personnel:

Within thirty (30) days after the date of execution of the award, the non-Federal entity must furnish names, titles, and brief biographical sketches (if these have not been previously furnished), including information on the education and experience of key personnel in charge of the award project and other key professional and supervisory personnel; i.e., the members of the professional staff in a program supervisory position engaged for or assigned to duties under the award to the Grants Officer. The non-Federal entity must also provide similar information for Executive officer personnel that may subsequently be assigned by the non-Federal entity to perform duties in connection with the award. Any changes, prolonged absences, or significant adjustments of total time

devoted to the award project of any listed personnel should be brought to the attention of the GO and requires prior written approval.

Sub-Non-Federal entity Flow Down Requirement:

In accordance with [2 CFR 330](#), terms and conditions flow down to all non-Federal entity subrecipients and contractors, and must be appropriately addressed in the performing organization's sub-award instrument. All cost reimbursement sub-awards (sub-grants, subcontracts, etc.) are subject to those Federal cost principles applicable to the particular organization concerned.

Administrative and Allowable Cost Requirements:

All non-Federal entities shall comply with the following terms and conditions unless otherwise specified in the award

Certain applicable Federal administrative standards are incorporated by reference. Appropriate officials are made aware that electronic copies containing the complete text of the circulars are available on the Government Printing office www.ecfr.gov website and specifically at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

In addition, all 2 CFR references are available on the Department of State's website at: <https://statebuy.state.gov>.

The principal investigator(s) or project director(s) shall receive a copy of the terms and conditions, including the award -specific requirements, and any subsequent changes in the terms and conditions.

The appropriate non-Federal entity officials shall be made aware of the terms and conditions made available by DOS in electronic form at <https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx>. These term and conditions may be duplicated, copied or otherwise reproduced as appropriate.

This provision does not alter the non-Federal entity's full responsibility for conduct of the project and compliance with all terms and conditions.

VII. Mandatory Disclosure

Consistent with [2 CFR 200.113](#), the non-federal entity must disclose, in a timely manner, in writing to the Office of the Inspector General (OIG) for the Department of State, with a copy to the cognizant Grants Officer, all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award.

Subrecipients must disclose, in a timely manner, in writing to the OIG and to the prime recipient (pass-through entity) all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338](#) "Remedies for Noncompliance", including suspension or debarment.

Forward disclosures to:



VIII. Confidentiality of Information

Confidential information, as used in this Provision, means:

- Information or data of a personal nature about an individual that, if released, would constitute a clearly unwarranted invasion of personal privacy.

In addition to the types of confidential information described above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions, which might threaten public health or safety if acted upon.

The Grants Officer and the non-Federal entity may, by mutual consent, identify elsewhere in this award specific information and/or categories of information which the Government will furnish to the non-Federal entity or that the non-Federal entity is expected to generate which is confidential. Similarly, the Grants Officer and the non-Federal entity may, by mutual consent, identify such confidential information from time to time during the performance of the agreement.

If it is established that information to be utilized under this award is subject to the Privacy Act, the non-Federal entity will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

Under Recipient's policy as a public university, the results of work performed under this agreement must be publishable and agrees that Recipient and its employees and students engaged in work hereunder shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertation, or otherwise of their own choosing,

Notwithstanding anything herein to the contrary, Recipient agrees to submit manuscripts of proposed publications to the Grants Officer prior to publication for review to ascertain that no confidential or proprietary information has been inadvertently disclosed by the proposed manuscript. A delay in publication for the Grants Officer to accomplish this review will be granted for thirty (30) days from receipt by the Grants Officer of such manuscript for review. In the event a patent application is being filed, Recipient agrees to an additional delay in publication for a period not to exceed one hundred twenty (120) days from the date the Grants Officer first received said manuscript for review.

Whenever the non-Federal entity is uncertain with regard to the proper handling of material under the Federal award, or if the material in question is subject to the Privacy Act or is confidential information subject to this Provision, the non-Federal entity shall obtain a written determination from the Grants Officer prior to any release, disclosure, dissemination, or publication.

IX. Conflict of Interest and Federal Assistance Awards

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of sub-awards and sub-contracts. No employee, officer, or agent may participate in the selection, award, or administration of a sub-award or subcontract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from another non-federal entity considered for a sub-award or subcontract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub non-Federal entities, subcontractors, or parties to sub-awards and subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting an award or procurement action involving a related organization.

The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity. If the effects of the potential or actual conflict of interest cannot be avoided, neutralized, or mitigated before award, the employee, officer or agent must recuse themselves from participating in the award. Where there is an organizational conflict, the prospective non-Federal entity is not eligible for the award.

If a potential or actual conflict of interest is identified after award and the effects cannot be avoided, neutralized or mitigated, the Federal awarding agency will terminate the award unless continued performance is determined to be in the best interest of the Federal government.

X. Liability

The non-Federal entity (ASU) will be responsible for its own negligent acts and omissions and the negligent acts and omissions of its agents, employees, and authorized servants during the performance of the award. The non-Federal entity warrants that it is self-insured pursuant to State of Arizona law as provided under Arizona Revised Statutes Sections 41-621 et seq. and thereby maintains coverage for liabilities arising from the acts or omissions of its employees. The non-Federal entity is subject to the statutory requirements imposed by Worker's Compensation law within the State of Arizona. Nothing in this statement shall be construed as enlarging the responsibility or liability of the non-Federal entity beyond that permitted by the laws of the State of Arizona.

Notification of Award for Similar Program

The non-Federal entity must immediately provide written notification to the Grants Officer Representative and the Grants Officer in the event that, subsequent to an award, other Federal financial assistance is received relative to that particular project award.

Protocol and Decorum

During the term of an award, the non-Federal entity will be associated with the Government in such a manner that the non-Federal entity's actions will reflect upon the Government and the United States. Therefore, the non-Federal entity will be held accountable for appropriate protocol and decorum during the award period of performance.

XI. Financial Management System (FMS) Requirements

Non-Federal entities must adhere to the Code of Federal Regulations ([2 CFR 200 Subpart D](#)) standards for financial management systems and methods for making payments, and rules for satisfying cost sharing and matching requirements, accounting for program income, budget revision approvals, making audits, determining allowability of costs, and establishing funds availability.

XII. Payments

Payment methods shall minimize the time elapsing between the transfer of funds from the U.S. Treasury and the issuance or redemption of checks, warrants, or payment by other means by the non-Federal entities. Payment methods of State agencies or instrumentalities shall be consistent with Treasury-State Cash Management Improvement Act (CMIA) agreements or default procedures codified at [31 CFR Part 205](#). Approval of payment requests will be based on the Recipient's progress towards achieving the award objectives, the amount of unexpended cash on-hand as reported in the [SF-425](#) and [SF-270](#), and the Recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.

Advances.

Non-Federal entities may be paid in advance, provided they maintain or demonstrate the willingness to maintain:

1. Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and
2. Financial management systems that meet the standards for fund control and accountability as established in [2 CFR Parts 200](#) and [600](#)

Requirements and Procedures.

Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the Department of State to the non-Federal entity.

In order of preference, advance payment mechanisms include:

1. Electronic funds transfer (EFT) via the Department of Health & Human Services (HHS) Payment Management System (PMS);
2. Department of State-issued electronic funds transfers (EFT); and
3. Treasury check.

The Department must authorize payment by a means other than through PMS.

Forms.

Unless otherwise specified in these Terms and Conditions, only the following forms shall be authorized for the non-Federal entities in requesting advances and reimbursements. The Department shall not require more than an original and two copies.

1. [SF-270](#), Request for Advance or Reimbursement. Requests for Treasury check advance payment shall be submitted on [SF-270](#), —Request for Advance or Reimbursement, or other forms as may be authorized by OMB. This form is not to be used when Treasury check advance payments are made to the non-Federal entity automatically through the use of a predetermined payment schedule or if precluded by special Department of State instructions for electronic funds transfer.
2. Payments under the award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS-SMARTLINK). PMS-SMARTLINK can also be accessed at the following address:
<http://www.dpm.psc.gov>.

If the non-Federal entity needs further assistance, they are to contact the GO identified on form [DS-1909](#). Non-Federal entities should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand in accordance with the policies established by the U.S. Treasury Department and mandated by OMB.

XIII. Prior Approval Requirements

For non-construction Federal awards, non-Federal entities must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons: (a) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator. (b) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval. (c) The transfer of funds budgeted for participant support costs as defined in [§200.75](#) “Participant support costs” to other categories of expense. (d) Unless described in the application and funded in the approved Federal awards, the sub-awarding, transferring or contracting out of any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services. (e) Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. (f) Rebudgeting more than 10% of the total approved award between direct cost categories.

XIV. Period of Availability of Funds

The project period of the award is indicated on the award cover sheet ([Form DS-1909](#)). The non-Federal entity may charge to the award only allowable costs resulting from obligations incurred during the project period. However, the funds shall be available—barring cancellation of the relevant appropriation— for closeout activities that occur after the project period, and the non-Federal entity shall liquidate all obligations incurred under the award no later than 90 days after the project period.

XV. Indirect Costs

Indirect costs will not be allowable charges against this award unless specifically included as a line item in the approved budget for this award.

Indirect cost recovery for any actual indirect costs incurred by the non-Federal entity which are greater than the indirect cost line item in the approved award budget is limited up to the award amount.

A non-profit organization which has not previously established an indirect cost rate with a Federal agency, that believes the DOS should be its cognizant agency, shall submit its initial indirect cost proposal immediately after the organization is advised that an award will be made and, in no event, later than three months after the effective date of the award. For all NICRA and indirect rate inquiries please contact AQM-NICRA@state.gov.

If a dispute arises in a negotiation of an indirect cost rate between DOS and the non-Federal entity, the dispute shall be resolved in accordance with the appeals procedures of the Department of State, Office of Acquisition Management (A/LM/AQM).

XVI. Publication for Professional Audiences

Any publications or articles resulting from the award must acknowledge the support of the Department of State and include a disclaimer of official endorsement as follows: “This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State”. The non-Federal entity must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

XVII. Branding and Marking Strategy

The Recipient shall recognize the United States Government’s funding for activities specified under this award at the project site with a graphic of the U.S. flag accompanied by one of the following two phrases based on the level of funding for the award:

- 1) Fully funded by the award: ‘Gift of the United States Government’
- 2) Partially funded by the award: ‘Funding provided by the United States Government’

Exemptions from this requirement may be allowable but must be agreed to in writing by the Grants Officer.

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, should be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The requirement does not apply to the Recipient's own corporate communications or in the United States.

The Recipient should ensure that all publicity and promotional materials underscore the sponsorship by or partnership with the U.S. Government or the U.S. Embassy. The Recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos.

The U.S. flag may replace or be used in conjunction with the Department of State seal, the U.S. embassy seal, or other DOS program logos.

Sub non-Federal entities and subsequent tier sub-award agreements are subject to the marking requirements and the non-Federal entity shall include a provision in the sub non-Federal entity agreement indicating that the standard, rectangular U.S. flag is a requirement.

In the event the non-Federal entity does not comply with the marking requirements as established in the approved assistance agreement, the Grants Officer Representative and the Grants Officer must initiate corrective action with the Non-Federal entity.

XVIII. Travel

All Federal Government-financed international air transportation must be accomplished by U.S. Flag air carriers or U.S. code sharing to the extent that service by those carriers is available. These circumstances are outlined below:

1. The United States – European Open Skies Air Transport Agreement ([U.S.-E.U. Open Skies Agreement](#)) is a bilateral/multilateral agreement that allows federal funded transportation services to use foreign air carriers under specific circumstances. Due to recent modifications to the U.S. – E.U. Open Skies Agreement, the Department's travel policy has been amended.
2. The modified agreement allows travelers to:
 - a. Use EU carriers if the travelers are not eligible to use City Pair Fares. Examples would be non-Federal entities and sub non-Federal entities of Federal Awards traveling between points not reflected in the approved Federal Award budget.
 - b. Use EU carriers between points in the United States and points OUTSIDE of the EU when there is no City Pair Fare on the route or the traveler is not eligible to use the fare. In essence, this allows travelers to compare costs and select between an EU and U.S. flag carrier when the flight originates, arrives in, or stops in any of the EU countries.

- c. For additional information regarding these issues, we invite the non-federal entity to review the frequently asked questions posted on our A/LM website at http://almopsttm.a.state.gov/EU_OPEN_SKIES_AMENDMENT_FAQ.asp or contact "TransportationQuery@state.gov."

For information on other "open skies" agreements into which the United States has entered, please refer to GSA's website at <http://www.gsa.gov/portal/content/103191>.

Refer to the electronic Code of Federal Regulations as codified published in Title [41 CFR 301.10](#), "Public Contracts and Property Management, Transportation Expenses" to obtain entire Fly America Act regulatory guidance on following website address: www.gpoaccess.gov/cfr/index.html

XIX. Prohibition Against Assignment

Notwithstanding any other provision of an award, the non-Federal entity must not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.

XX. Monitoring and Reporting Requirements

Monitoring

The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. Per Section 2 CFR 200.328 http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1328.

Annual Reconciliation of Continuing Assistance Awards. DOS must reconcile multi-year awards at least annually and evaluate program performance and financial reports. Items to be reviewed include a comparison of the non-Federal entity's work performance to its progress reports and project expenditures. See Section 7 of the U.S. Department of State Award Specific Provisions for details regarding reporting and monitoring.

Federal Funding Accountability and Transparency Act (FFATA) Reporting Procedures

Awards that are deemed 'sensitive' and therefore do not require FFATA reporting will be designated by a provision in Section 7 of the U.S. Department of State Award Specific provisions stating that this award is not subject to the Federal Funding Accountability and Transparency Act (FFATA) sub-award reporting requirements as outlined in the Office of Management and Budgets (OMB) guidance issued August 27, 2010.

Reporting of first-tier sub awards.

1. Applicability. Unless the non-Federal entity is exempt as provided under exemptions of this award term, the non-Federal entity must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in

- [section 1512\(a\)\(2\)](#) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub award to an entity (see definitions of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For sub award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. The non-Federal entity must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

Reporting Total Compensation of Non-Federal entity Executives.

1. Applicability and what to report. the non-Federal entity must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if -
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, the non-Federal entity received—
 - (A) 80 percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report executive total compensation described in paragraph 1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

Reporting of Total Compensation of Sub non-Federal entity Executives.

1. Applicability and what to report. Unless the non-Federal entity is exempt as provided in exemptions of this award term, for each first-tier sub non-Federal entity under this award, the non-Federal entity shall report the names and total compensation of each of the sub non-Federal entity's five most highly compensated executives for the sub non-Federal entity's preceding completed fiscal year, if—
 - i. in the sub non-Federal entity's preceding fiscal year, the sub non-Federal entity received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report sub non-Federal entity executive total compensation described in paragraph 1. of this award term:
- i. To the non-Federal entity.
 - ii. By the end of the month following the month during which the sub award is made. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the non-Federal entity must report any required compensation information of the sub non-Federal entity by November 30 of that year.

Exemptions

If, in the previous tax year, gross income, from all sources, was under \$300,000, the non-Federal entity are exempt from the requirements to report: Sub awards; and the total compensation of the five most highly compensated executives of any sub non-Federal entity.

Definitions.

For purposes of this award term:

1. Entity means all of the following, as defined in [2 CFR part 25](#):
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a sub non-Federal entity under an award or sub award to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Sub award:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible sub non-Federal entity.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program.
 - iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub non-Federal entity considers a contract.

4. Sub non-Federal entity means an entity that:
 - i. Receives a sub-award from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the sub award.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or sub non-Federal entity's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards [No. 123 \(Revised 2004\) \(FAS 123R\)](#), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXI. Post-Award Requirements for Closeout

Closeout procedures require:

1. submission by the grant non-Federal entity of final financial and program reports within ninety (90) calendar days after the project period end date;
2. reconciliation of all cost or expenditure discrepancies;
3. prompt payment of allowable costs;
4. immediate collection of any unexpended funds or disallowed costs;
5. de-obligation of excess funds; and
6. disposition of property and/or equipment acquired under the award.

The non-Federal entity must make every effort to obtain its Final Indirect Rate from its cognizant agency. The settlement for any upward or downward adjustment to the Federal share of costs for provisional NICRA rates are based on the non-Federal entity's submission of its Final [SF-425](#) and, for rate increases, the availability of funds remaining in the award obligation. Unrecovered indirect costs may be considered cost share or matching with prior approval of the Grants Officer. Note that the non-Federal entity must be able to substantiate any cost share.

If the non-Federal entity organization does not have its Final Indirect Rate within 12 months after the end of the project period end date, the Grants Officer shall proceed with close-out after which all funds remaining in the obligation shall be de-obligated.

XXII. Retention and Access Requirements for Records

The non-Federal entity must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report. Exceptions to the three-year rule are referenced in [2 CFR 200.333](#). For awards that are renewed quarterly or annually, the retention period is from the date of the submission of the quarterly or annual financial report as authorized by the Department. The Department must request transfer of certain records to its custody from non-Federal entities when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, DOS may arrange for non-Federal entities to retain any records that are continuously needed for joint use.

Timely and Unrestricted Access. DOS authorized officials, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of non-Federal entities that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but must last as long as records are retained.

XXIII. Audits

For all DOS awards to a U.S. based non-federal entity, regardless of business type, the non-Federal entities are subject to the audit requirements found in [2 CFR Part 200 Subpart F](#). In addition, the non-Federal entities are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7507.

Non-Federal entities that expend \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the revised circular.

The Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers and records of the non-Federal entity. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. DOS reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the non-Federal entities' documents and facilities.

The data collection form and the reporting package shall be submitted electronically to the Federal Audit Clearinghouse (<https://harvester.census.gov/sac>).

DOS and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in DOS possession pertaining to the award.

Audits of Foreign Non-Federal entity Organizations

All Foreign organizations that expend \$750,000 or more in a fiscal year in Federal awards must perform an independent, non-Federal entity-contracted Single Audit or Program Specific Audit.

Program-specific Audit – means an audit of one Federal award program. Single Audit – means an audit which includes both the entity’s financial statements and the Federal Awards to be conducted in accordance with [Generally Accepted Government Auditing Standards \(GAGAS\)](#).

The audits must be independently and professionally executed in accordance with GAGAS either prescribed by a government’s Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country’s laws or adopted by the host country’s public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the Grants Officer’s approval.

For sub-non-Federal entities expending \$750,000 or more in Department of State award funding during their fiscal year, Department of State standard audit provisions require that Prime non-Federal entities certify that audits of sub-non-Federal entities are performed annually and according to the standards described above.

The cost of audits may be charged either as an allowable direct cost to the award, or included in the organizations established indirect costs in the award’s detailed budget.

XXIV. Debarment and Suspension

Debarment and suspension are discretionary actions that, taken in accordance with this subpart, are appropriate means to effectuate this policy.

1. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the Government’s protection and not for purposes of punishment. Agencies shall impose debarment or suspension to protect the Government’s interest and only for the causes and in accordance with the procedures set forth in [2 CFR Part 180 subparts A Through I](#) and [2 CFR Part 601](#).
2. When more than one agency has an interest in the debarment or suspension of a non-Federal entity, the Interagency Committee on Debarment and Suspension, established under [Executive Order 12549](#), and authorized by [Section 873 of the National Defense Authorization Act, 2009 \(P. L. 110-417\)](#), shall resolve the lead agency issue and coordinate such resolution among all interested agencies prior to the initiation of any suspension, debarment, or related administrative action by any agency.

The non-Federal entity certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this award.

XXV. Termination

Awards may be terminated in whole or in part if any of the circumstances stated below apply:

National Security or Foreign Policy Interests

By DOS, if at any time DOS determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance is not consistent with the national security or foreign policy interests of the United States, or would be in violation of an applicable law. In such cases, DOS may, following notice to the non-Federal entity, suspend or terminate the award in whole or in part and prohibit the non-Federal entity from incurring additional obligations chargeable to the award other than those costs specified in the notice of suspension.

By Mutual Agreement

When DOS wishes to terminate a project, the GO will issue, in writing, a termination notice to the non-Federal entity's authorized representative with a copy to the project manager and the GOR. The non-Federal entities may terminate their performance of a project in whole or in part. When both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the award may be terminated by mutual consent. The non-Federal entities may terminate the project after the authorized representative advises the GO in writing; and concurrently sends a copy to the GOR. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an

appropriate written response. The two parties must agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The non-Federal entity must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. DOS will allow full credit to the non-Federal entities for the Federal Share of the obligations that cannot be cancelled properly incurred by the non-Federal entities prior to termination.

For Cause

DOS reserves the right to terminate the award in whole or in part at any time before the project period end date, whenever it is determined that the non-Federal entities have failed to comply with the conditions of the award. However, if DOS determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety.

DOS must promptly notify the non-Federal entities in writing of the determination and reasons for the termination, together with the effective date. Payments made to non-Federal entities or recoveries by DOS awards terminated for cause must be in accordance with the legal rights and liabilities of the parties.

XXVI. Certification Regarding Lobbying

As required by [Section 1352, Title 31 of the U.S. Code](#), and implemented at [2 CFR Part 418](#), for persons entering into a grant or cooperative agreement over \$100,000, the applicant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all non-Federal entities shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVII. Section 504 of the Rehabilitation Act

[Section 504 of the Rehabilitation Act](#) provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance. A non-Federal entity of federal financial assistance must provide programs and services in a manner that does not discriminate based on disability and ensures equal access and opportunity for people with disabilities.

For the purpose of [Section 504](#), the term individual with a disability means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such impairment, or (c) is regarded as having such impairment.

XXVIII. Awards to Faith-Based and Community Organizations

The non-Federal entity may not discriminate against any beneficiary or prospective beneficiary under this award on the basis of religion or belief:

Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the non-Federal entity may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Unless specifically authorized by the Department of State, non-Federal entities that engages in explicitly religious activities, including activities that involve overt religious content such as *worship, religious instruction, and proselytization*, must perform such activities and offer such services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such explicitly religious activities must be voluntary.

If the non-Federal entity makes sub-awards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

XXIX. Religious Persecution

The non-Federal entity must ensure that its personnel take into account in their work the considerations reflected in the International Religious Freedom Act concerning country-specific conditions, the right to freedom of religion, methods of religious persecution practiced in foreign

countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.

XXX. Prohibition on Abortion Related Activities

The Recipient agrees that none of the funds provided by this award shall be used to issue grant funds to lobby for or against abortion. The recipient agrees that none of the funds provided by this award shall be used to pay for the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions.

XXXI. Minority Business Participation, Executive Order 12432

In accordance with [Executive Order 12432](#), Minority Business Enterprise Development, DOS encourages the non-Federal entities to utilize minority business enterprises in the performance of the award. When contracting for any supplies, services, research, or construction under the award, the non-Federal entities must make their best efforts to solicit bids, proposals, or quotations from minority business enterprises.

A minority business enterprise is defined as a business that is at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent of the voting stock is owned by one or more minority individuals. The daily business operations are likewise managed by a minority owner. A minority individual is defined as a U.S. citizen who has been subjected to racial or ethnic prejudice or cultural bias because of his or her identity as a member of this group without regard to his or her individual qualities. Such groups include, but are not limited to: Black [African] Americans, Hispanic Americans, Native Americans, and Asian-Pacific Americans.

XXXI. Trafficking in Persons

1. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - . Implements section 106(g) of [the Trafficking Victims Protection Act of 2000 \(TVPA\), as amended \(22 U.S.C. 7104\(g\)\)](#), and
 - i. Is in addition to all other remedies for noncompliance that are available to us under this award.
2. You must include the requirements of this award term in any subaward you make to a private entity.

3. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 4. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - ii. Associated with performance under this award; or
 - 3. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 5. **Definitions.** For purposes of this award term:
 - 1. “Employee” means either:
 - . An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - i. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- . Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).
- i. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
 - 2. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#))

XXXII. Blocking Property and Prohibiting Transactions Who Commit, Threaten To Commit, or Support Terrorism, Executive Order 13224
[Executive Order 13224](#) designated certain individuals and entities that commit or pose a significant risk of committing terrorist acts and authorized the Secretary of State to designate additional individuals and entities.

The Order also authorized the Secretary of the Treasury to designate additional individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are “otherwise associated with,” an individual or entity who has been designated in or under the order. All property and interests in property of the individual or entity in the United States or in the possession or control of United States persons are blocked. The order prohibits all transactions and dealings in blocked property or interests in the United States or by United States persons, and also prohibits transactions with, and provision of support for, individuals or entities listed in or subject to the Order.

Non-Federal entities should be aware of [Executive Order 13224](#) and the names of the individuals and entities designated thereunder. A list of these names can be found in the exclusions section of the SAM.gov. The web site is: <http://www.sam.gov>.

Non-Federal entities are reminded that U.S. Executive Order and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the non-Federal entity/contractor to ensure compliance with these Executive Orders and laws.



**U.S. Department of State
DRAFT FEDERAL ASSISTANCE AWARD**

1. Recipient Name ARIZONA STATE UNIVERSITY DBA ORSPA		2. Assistance Type: <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Fixed Amount Award <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Property Grant <input type="checkbox"/> Voluntary Contribution
3. Address PO BOX 876011 TEMPE, AZ 85287-6011 UNITED STATES		
[REDACTED]		
5. Type of Entity U.S. Educational Institution	6. Unique Entity Identifier 943360412	7. EIN/ TIN *****
8. CFDA Number	9. Statutory Authority for Assistance	10. Award Number [REDACTED]
11. Period of Performance Start Date 24-Aug-2018 End Date 23-Aug-2019		12. Amendment Number
13. Accounting and Appropriation Data [REDACTED]		14. Funds Certified By [REDACTED]

Funding Distribution			
15.	Total Prior Costs	New Costs	Total Cost
U.S. Share of Costs		\$417,538.00 USD	\$417,538.00 USD
Recipient Share of Costs		\$0.00 USD	\$0.00 USD
Total Costs		\$417,538.00 USD	\$417,538.00 USD

16. Purpose of the Federal Award Activity
Project to enhance the capability U.S. allies and partners to detect and defend against state-sponsored disinformation.

17. Specific Award Conditions
 Attached

Agreement

The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and 2 CFR Parts 200 and 600 including any subsequent revisions.

[REDACTED]

By signing this Federal award, the recipient acknowledges that it will comply with Federal regulations, the Terms and Conditions, and any Special Award Conditions associated with this award. Receipt of the recipient's signature and return of the Federal Award Coversheet is required within ten (10) business days of the Grants Officer's signature. Please return to the Grants Officer address indicated here: mosemrc@state.gov

U.S. Department of State Award Provisions



During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at: <https://www.state.gov/m/a/ope/index.htm>
- The applicable sections of [2 CFR §200](#) and [2 CFR §600](#); and
- All assurances and certifications made during the application process.

1) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

[REDACTED]

2) FEDERAL SHARE OF AWARD:

\$417,538.00 USD

3) PURPOSE AND OBJECTIVES OF AWARD:

a. Purpose:

ARIZONA STATE UNIVERSITY (hereinafter referred to as the Recipient), is hereby provided a federal award, the purpose of which is to:

The recipient will enhance the capability U.S. allies and partners to detect and defend against Russian state-sponsored disinformation efforts through the development and/or refinement of techniques and automated tools for identification and analysis of digital disinformation and propaganda.

The Recipient shall carry out the Agreement in accordance with its proposal dated: 05-Apr-2018, and any revisions to which both parties agree to in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

See attached Scope of Work.

4) CONTACT INFORMATION:

a. Grants Officer:

Name:

Post/Bureau:

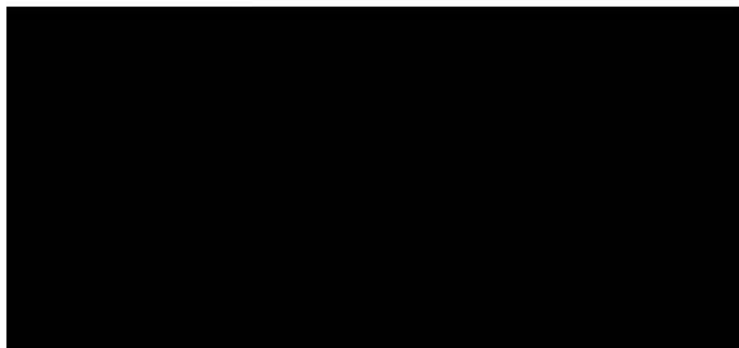
Section:

Street Address:

Zip Code:

E-mail:

Telephone:



b. Grants Officer Representative:

Name:

Post/Bureau:

Section:

Street Address:

Zip Code:

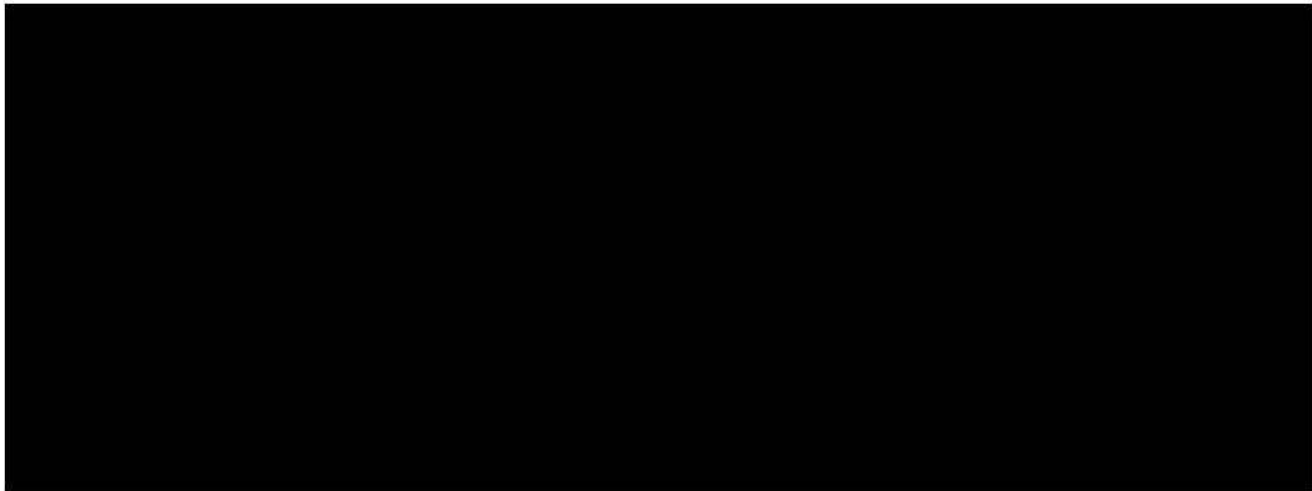
E-mail:

Telephone:



5) AUTHORIZED BUDGET SUMMARY:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance.



6) INDIRECT COSTS:

Type	Rate %	Applicable to
Predetermined	56.5%	Modified total direct costs.

The base of application for the rate(s) above is defined in the Recipient's Negotiated Indirect Cost Rate Agreement dated 05-Jul-2017.

7) PRE-AWARD COSTS:

N/A

8) PROGRAM INCOME:

Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs in order to determine the net allowable costs for the award.

9) COST SHARING:

N/A

10) SUBRECIPIENTS:

Subawards not included in the Recipient's approved budget must be submitted to the

Grants Officer prior to execution in order to determine cost allowability.

All subawards must comply with the requirements of [2 CFR §200.331](#)--Requirements for pass-through entities. Upon issuing a subaward, the Recipient is required to submit an executed copy to the Grants Officer.

11) PAYMENTS:

Payments under this award will be made through the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS). Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. Instructions for requesting payments are available at: <https://pms.psc.gov/>.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Failure to comply with the terms and conditions of this award may result in payment delays.

12) REPORTING AND MONITORING:

The Recipient is required to submit Quarterly performance and Quarterly financial reports. All reports must be signed and certified by an authorized representative of the Recipient organization. All performance progress reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

Reports are due 30 days after the end of a reporting period and in accordance with the schedule below. **A final program and financial report is due 90 calendar days after the period of performance end date.** Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or delays in payments.

Performance Progress Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	24-Aug-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	23-Aug-2019	23-Sep-2019
Final	24-Aug-2018	23-Aug-2019	21-Nov-2019

Federal Financial Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	24-Aug-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	23-Aug-2019	23-Sep-2019
Final	24-Aug-2018	23-Aug-2019	21-Nov-2019

Financial Reports:

All financial reports must be submitted using form SF-425--Federal Financial Report. Financial reports shall be completed in the Payment Management system. Instructions for completing the SF-425 in PMS are available at: <https://pms.psc.gov/>

Financial Reports completed in PMS must also be downloaded and submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

Performance Reports:

As appropriate, performance reports must contain:

- A comparison of actual accomplishments to the objectives of the federal award established for the period. This should include information on how costs are tied to accomplishments:
- The reasons why established goals were not met, and
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs.

Performance Reports must be submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

13) SUBSTANTIAL INVOLVEMENT:

N/A

14) WAIVER OF ACKNOWLEDGMENT OF DEPARTMENT OF STATE SUPPORT AND BRANDING AND MARKING REQUIREMENTS:

The Department of State Standard Terms and Conditions for Federal Awards requires that materials produced under a federal award be marked appropriately to acknowledge the support of the U.S. Department of State. However, the Department of State has determined that for the purposes of this award, the Recipient is not required to publicly display Department of State and/or U.S. government branding and marking for materials produced under this award, nor insert the disclaimers required in the Standard Terms and Conditions.

15) ADDITIONAL BUREAU/POST SPECIFIC REQUIREMENTS:

Depending upon the availability of funding, this award will be incrementally funded with \$80,000 added to the Personnel budget line item via amendment. Should funds not become available, GEC will expect that this budget and SoW will be revised and mutually agreed to via amendment.

16) SPECIFIC CONDITIONS:

N/A

17) SPECIAL PROVISION FOR PERFORMANCE IN A DESIGNATED COMBAT AREA:

N/A

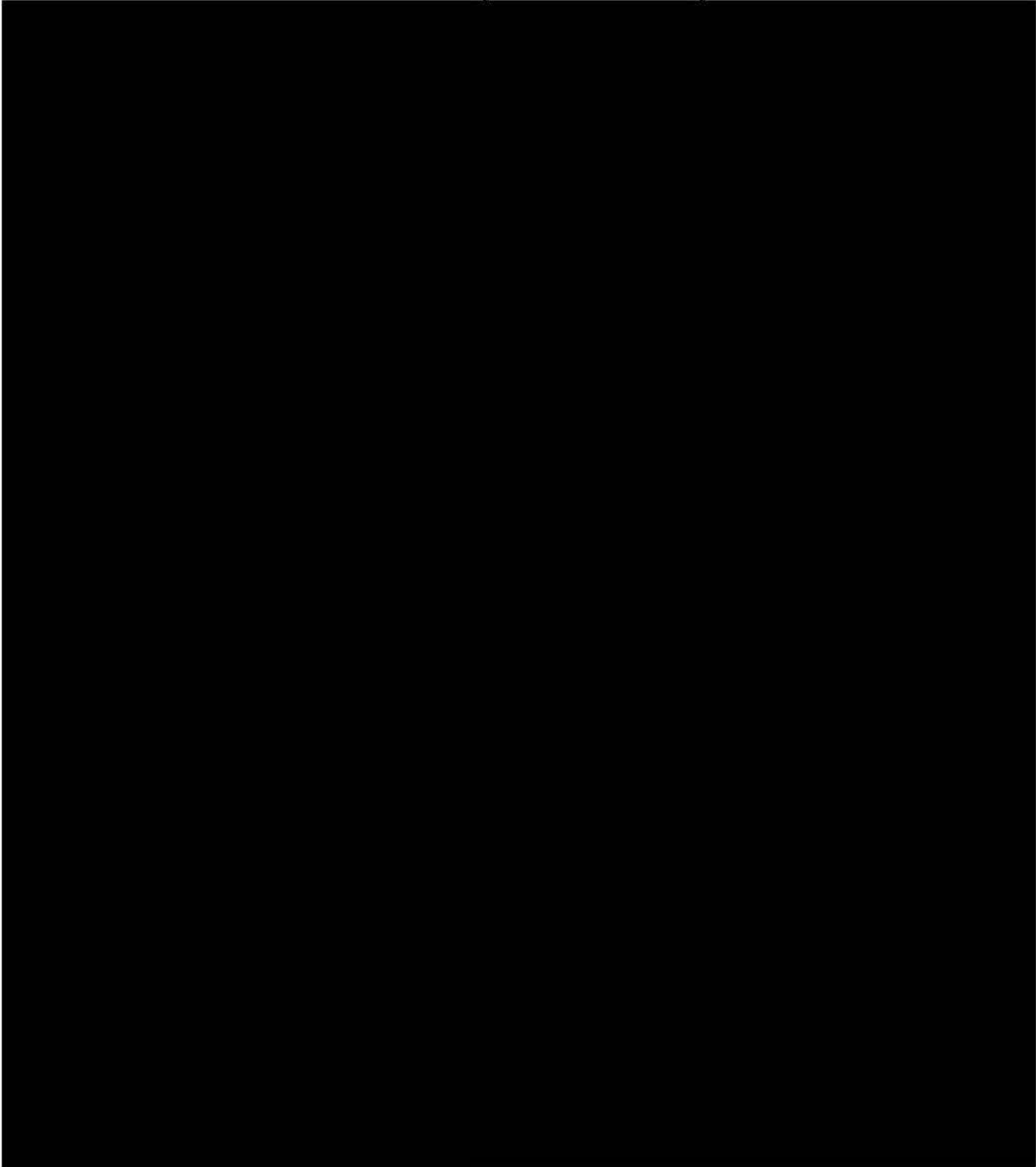
18) STATE DEPARTMENT LEAHY AMENDMENT VETTING REQUIREMENTS:

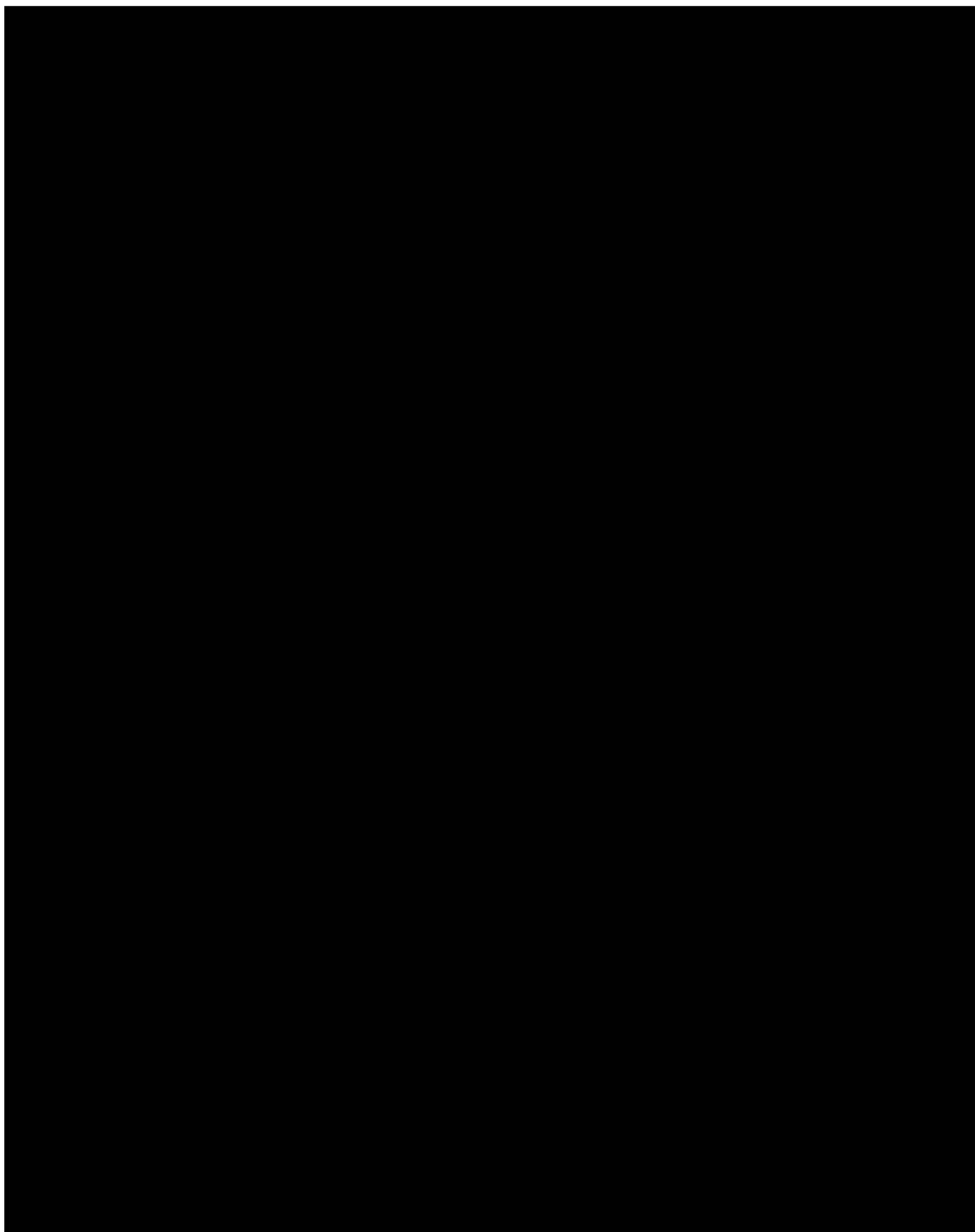
N/A

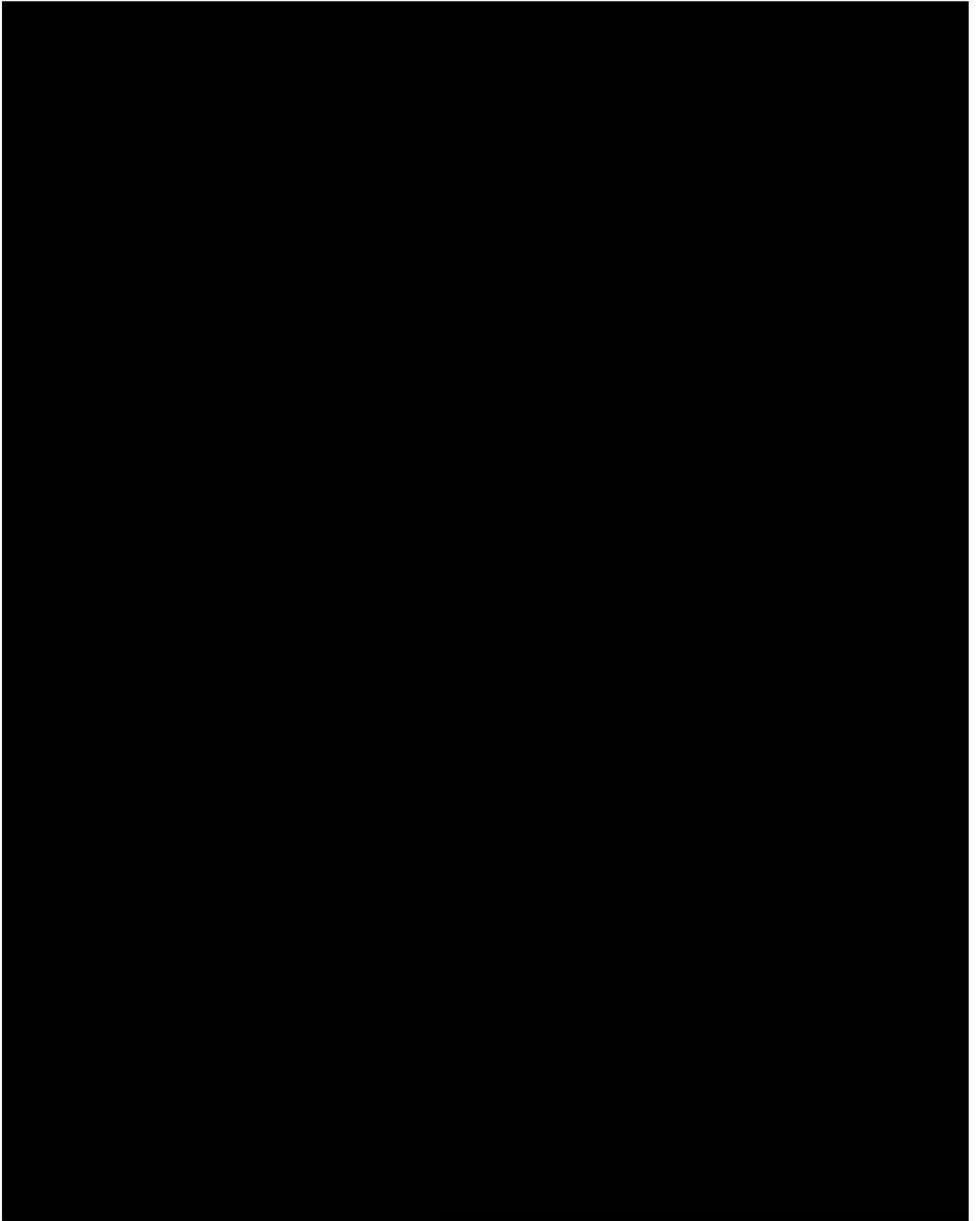
19) PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE:

N/A

**CSD Mission
Scope of Work
Arizona State University – Global Security Initiative**







- 4 -

NOTE: The activities in this Scope of Work are based on recipient's proposal dated *April 2018*, which is incorporated by reference. In the event of any discrepancies, this Scope of Work takes precedence.

KEY TERMS AND DEFINITIONS

Baseline: Data that are collected before or at the start of a program, project, or process and provide a basis for planning and/or assessing subsequent progress and impact.

Evaluation: The systematic collection and analysis of information about the characteristics and outcomes of programs, projects, or processes as a basis for making judgments, improving effectiveness and informing decisions about current and future programs, projects, and processes. Evaluation is distinct from assessment, which may be designed to examine country or sector context to inform program or project design.

Goal: The highest-order outcome or end state to which a program, project, process, or policy is intended to contribute.

Impact: A result or effect that is caused by or attributable to a program, project, process, or policy. Impact is often used to refer to higher-level effects that occur in the medium- or long-term, and can be intended or unintended and positive or negative.

Logic Model: A rigorous methodology used for program or project design that focuses on the causal linkages between project inputs, activities, outputs, short-term outcomes, and long-term outcomes. It is a visual representation that shows the sequence of related events connecting a planned program's or project's objectives with its desired outcomes.

Monitoring: An ongoing system of gathering information and tracking performance to assess progress against established goals and objectives.

Objective: A statement of the condition or state one expects to achieve toward accomplishing a program, process, or project goal.

Outcome – A results or effect that is caused by or attributed to the project, program, or policy. Outcome is often used to refer to more immediate and intended effects.

Outputs – The products, goods, and services which result from a project or program.

Performance Indicator: A particular characteristic or dimension used to measure intended changes. Performance indicators are used to observe progress and to measure actual results compared to expected results.

Performance Management: The systematic process of collecting, analyzing, and using performance monitoring data and evaluations to track progress, influence decision-making, and improve results.

Pilot: Any new, untested approach that is implemented to learn of its potential feasibility and efficacy/effectiveness because it is anticipated to be replicated or expanded in scale or scope.

Process: A systematic series of actions or steps taken to achieve a particular end.

Program: A set of activities, processes, or projects aimed at achieving a goal or objective that is typically implemented by several parties over a specified period of time and may cut across sectors, themes, and/or geographic areas.

Program design: The process of analyzing the context, identifying the root causes of issues to be addressed, and constructing logic and a theory of how and why a proposed program, project, or process will work.

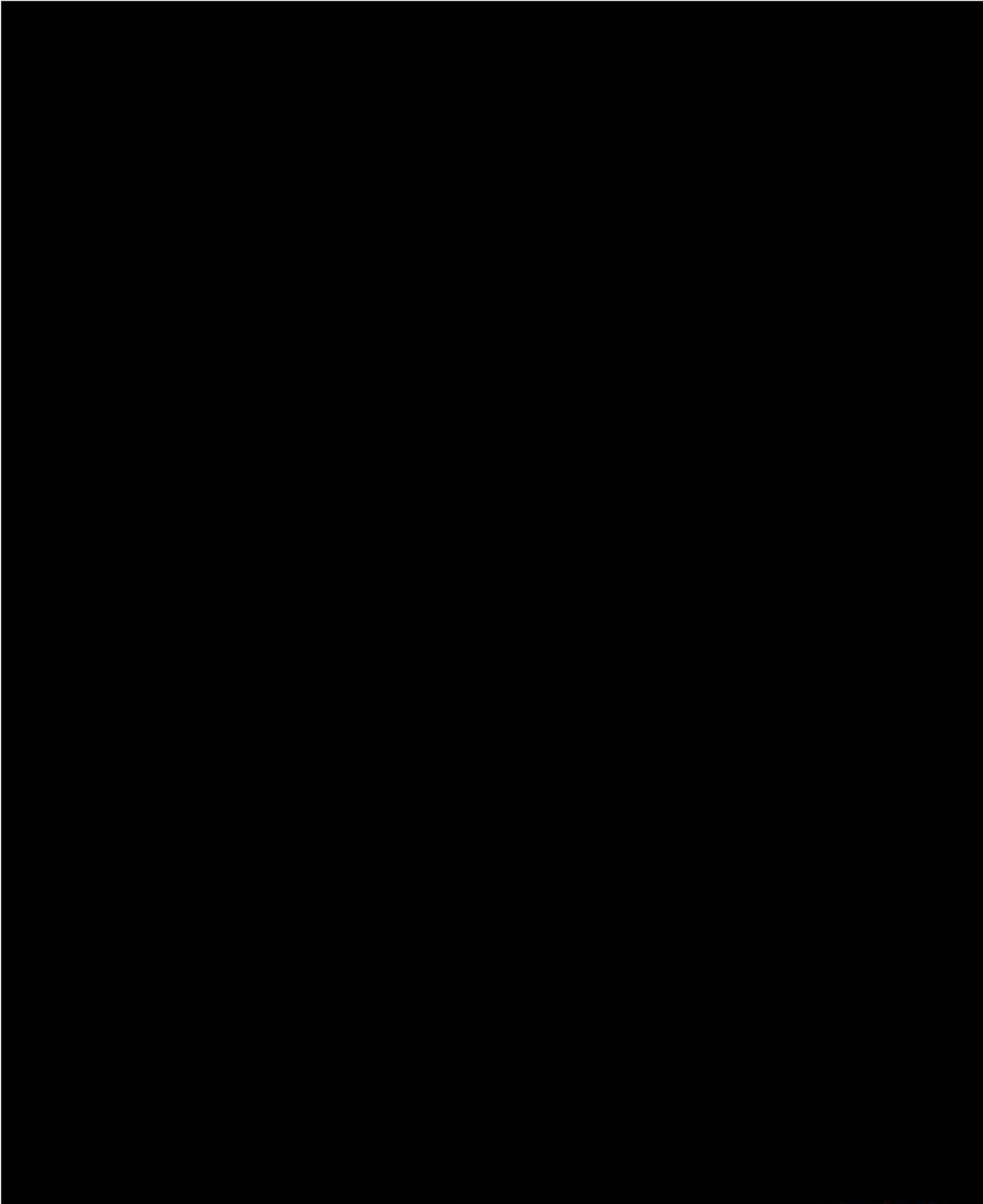
Project: A set of activities intended to achieve a defined product, service, or result with specified resources within a set schedule. Multiple projects often make up the portfolio of a program and support achieving a goal or objective.

Situational Analysis: A review of the current state or conditions that could affect the design, implementation, or outcome of a program, project, or process.

LINE-ITEM BUDGET

Arizona State University

Disinformation Cascades: Analyzing Propaganda and Disinformation Through Rhetorical and Operational Signatures in the European Theater
6/1/2018-5/31/2019





**THE U.S. DEPARTMENT OF STATE
STANDARD TERMS AND CONDITIONS
TABLE OF CONTENTS**
Revised April 8, 2016
Effective December 28, 2015

Provisions	Page
I. INTRODUCTION.....	2
II. ORDER OF PRECEDENCE	2
III. CONTROLLING LANGUAGE	2
IV. DEPARTMENT OF STATE (DOS) RESPONSIBILITIES	2
V. FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS).....	3
VI. NON-FEDERAL ENTITY RESPONSIBILITIES AND COMPLIANCE WITH FEDERAL REQUIREMENTS	3
VII. MANDATORY DISCLOSURE	4
VIII. CONFIDENTIALITY INFORMATION	5
IX. CONFLICT OF INTEREST AND FEDERAL ASSISTANCE AWARDS	6
X. LIABILITY	6
XI. FINANCIAL MANAGEMENT SYSTEM (FMS) REQUIREMENTS	7
XII. PAYMENTS.....	7
XIII. PRIOR APPROVAL REQUIREMENTS	8
XIV. PERIOD OF AVAILABILITY OF FUND.....	8
XV. INDIRECT COSTS	9
XVI. PUBLICATION FOR PROFESSIONAL AUDIENCES	9
XVII. BRANDING AND MARKING STRATEGY.....	9
XVIII. TRAVEL	10
XIX. PROHIBITION AGAINST ASSIGNMENT.....	11
XX. MONITORING AND REPORTING REQUIREMENTS	11
XXI. POST-AWARD REQUIREMENTS FOR CLOSEOUT	14
XXII. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS	15
XXIII. AUDITS	15
XXIV. DEBARMENT AND SUSPENSION	16
XXV. TERMINATION	17
XXVI. CERTIFICATION REGARDING LOBBYING	18
XXVII. SECTION 504 REHABILITATION ACT	19
XXVIII. AWARDS TO FAITH-BASED & COMMUNITY ORGANIZATIONS	19
XXIX. RELIGIOUS PERSECUTION	19
XXX. PROHIBITION ON ABORTION RELATED ACTIVITIES	20
XXXI. MINORITY BUSINESS PARTICIPATION, EXECUTIVE ORDER 12432	20
XXXII. TRAFFICKING IN PERSONS	20
XXXIII.	B
LOCKING PROPERTY AND PROHIBITING TRANSACTIONS WHO COMMIT, THREATEN TO COMMIT OR SUPPORT TERRORISM, EXECUTIVE ORDER 13224.....	22

I. Introduction

The non-Federal entity and any sub-non-Federal entity must, in addition to the assurances and certifications made as part of the award, comply with all applicable terms and conditions during the project period.

II. Order of Precedence

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.
- B. Code of Federal Regulations (CFR)
- C. Award Specifics
- D. Standard Terms and Conditions
- E. Other documents and attachments

III. Controlling Language

In accordance with [2 CFR 200.111](#), it is the Department of State's policy that all award documents must be in the English language and in terms of U.S. dollars, including correspondence and supporting documents. If an award or any supporting documents are provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.

IV. Department of State (DOS) Responsibilities

DOS has overall responsibility for Department-funded awards, including providing oversight for technical, programmatic, financial and administrative performance.

Agency Award Administrator - Grants Officer (GO)

The GO is responsible for all actions on behalf of the DOS, including entering into, changing, or terminating an award. The GO is authorized by a warrant issued by the Procurement Executive in the Office of the Procurement Executive. In addition, the GO is responsible for administrative coordination and liaison with the non-Federal entity.

The GO is the only person authorized to approve changes in any of the requirements in the award. In the event the non-Federal entity effects any change at the direction of any person other than the GO, the change(s) will be considered to have been made without authority and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.

Agency Program Contact - Grants Officer Representative (GOR)

In accordance with DOS standard policy, the GO is responsible for all aspects of the award, but may designate technically qualified personnel to join in the administration of grants. The GOR is delegated by the GO and responsible for the programmatic, technical, and/or scientific aspects of the award. Non-Federal entities should direct any correspondence related to programmatic and budgetary issues to both the GO and GOR.

V. Federal Awardee Performance and Integrity Information System (FAPIIS)

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-Federal entity recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section [872 of Public Law 110-417, as amended \(41 U.S.C. 2313\)](#).

VI. Non-Federal Entity Responsibilities and Compliance with Federal Requirements

The non-Federal entity is responsible for notifying DOS of any significant problems relating to the administrative, programmatic or financial aspects of the award.

The non-Federal entity has full responsibility for the management of the project or activity supported under the award and for adherence to Federal regulations and the award terms and conditions. Although the non-Federal entity is encouraged to seek the advice and opinion of the GO and/or the GOR on special problems that may arise, such advice does not diminish the non-Federal entity's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to DOS.

Non-Federal entity Key Personnel:

Within thirty (30) days after the date of execution of the award, the non-Federal entity must furnish names, titles, and brief biographical sketches (if these have not been previously furnished), including information on the education and experience of key personnel in charge of the award project and other key professional and supervisory personnel; i.e., the members of the professional staff in a program supervisory position engaged for or assigned to duties under the award to the Grants Officer. The non-Federal entity must also provide similar information for Executive officer personnel that may subsequently be assigned by the non-Federal entity to perform duties in connection with the award. Any changes, prolonged absences, or significant adjustments of total time

devoted to the award project of any listed personnel should be brought to the attention of the GO and requires prior written approval.

Sub-Non-Federal entity Flow Down Requirement:

In accordance with [2 CFR 330](#), terms and conditions flow down to all non-Federal entity subrecipients and contractors, and must be appropriately addressed in the performing organization's sub-award instrument. All cost reimbursement sub-awards (sub-grants, subcontracts, etc.) are subject to those Federal cost principles applicable to the particular organization concerned.

Administrative and Allowable Cost Requirements:

All non-Federal entities shall comply with the following terms and conditions unless otherwise specified in the award

Certain applicable Federal administrative standards are incorporated by reference. Appropriate officials are made aware that electronic copies containing the complete text of the circulars are available on the Government Printing office www.ecfr.gov website and specifically at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

In addition, all 2 CFR references are available on the Department of State's website at: <https://statebuy.state.gov>.

The principal investigator(s) or project director(s) shall receive a copy of the terms and conditions, including the award -specific requirements, and any subsequent changes in the terms and conditions.

The appropriate non-Federal entity officials shall be made aware of the terms and conditions made available by DOS in electronic form at <https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx>. These term and conditions may be duplicated, copied or otherwise reproduced as appropriate.

This provision does not alter the non-Federal entity's full responsibility for conduct of the project and compliance with all terms and conditions.

VII. Mandatory Disclosure

Consistent with [2 CFR 200.113](#), the non-federal entity must disclose, in a timely manner, in writing to the Office of the Inspector General (OIG) for the Department of State, with a copy to the cognizant Grants Officer, all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award.

Subrecipients must disclose, in a timely manner, in writing to the OIG and to the prime recipient (pass-through entity) all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338](#) "Remedies for Noncompliance", including suspension or debarment.

Forward disclosures to:



VIII. Confidentiality of Information

Confidential information, as used in this Provision, means:

- Information or data of a personal nature about an individual that, if released, would constitute a clearly unwarranted invasion of personal privacy.

In addition to the types of confidential information described above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions, which might threaten public health or safety if acted upon.

The Grants Officer and the non-Federal entity may, by mutual consent, identify elsewhere in this award specific information and/or categories of information which the Government will furnish to the non-Federal entity or that the non-Federal entity is expected to generate which is confidential. Similarly, the Grants Officer and the non-Federal entity may, by mutual consent, identify such confidential information from time to time during the performance of the agreement.

If it is established that information to be utilized under this award is subject to the Privacy Act, the non-Federal entity will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

Under Recipient's policy as a public university, the results of work performed under this agreement must be publishable and agrees that Recipient and its employees and students engaged in work hereunder shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertation, or otherwise of their own choosing,

Notwithstanding anything herein to the contrary, Recipient agrees to submit manuscripts of proposed publications to the Grants Officer prior to publication for review to ascertain that no confidential or proprietary information has been inadvertently disclosed by the proposed manuscript. A delay in publication for the Grants Officer to accomplish this review will be granted for thirty (30) days from receipt by the Grants Officer of such manuscript for review. In the event a patent application is being filed, Recipient agrees to an additional delay in publication for a period not to exceed one hundred twenty (120) days from the date the Grants Officer first received said manuscript for review.

Whenever the non-Federal entity is uncertain with regard to the proper handling of material under the Federal award, or if the material in question is subject to the Privacy Act or is confidential information subject to this Provision, the non-Federal entity shall obtain a written determination from the Grants Officer prior to any release, disclosure, dissemination, or publication.

IX. Conflict of Interest and Federal Assistance Awards

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of sub-awards and sub-contracts. No employee, officer, or agent may participate in the selection, award, or administration of a sub-award or subcontract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from another non-federal entity considered for a sub-award or subcontract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub non-Federal entities, subcontractors, or parties to sub-awards and subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting an award or procurement action involving a related organization.

The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity. If the effects of the potential or actual conflict of interest cannot be avoided, neutralized, or mitigated before award, the employee, officer or agent must recuse themselves from participating in the award. Where there is an organizational conflict, the prospective non-Federal entity is not eligible for the award.

If a potential or actual conflict of interest is identified after award and the effects cannot be avoided, neutralized or mitigated, the Federal awarding agency will terminate the award unless continued performance is determined to be in the best interest of the Federal government.

X. Liability

The non-Federal entity (ASU) will be responsible for its own negligent acts and omissions and the negligent acts and omissions of its agents, employees, and authorized servants during the performance of the award. The non-Federal entity warrants that it is self-insured pursuant to State of Arizona law as provided under Arizona Revised Statutes Sections 41-621 et seq. and thereby maintains coverage for liabilities arising from the acts or omissions of its employees. The non-Federal entity is subject to the statutory requirements imposed by Worker's Compensation law within the State of Arizona. Nothing in this statement shall be construed as enlarging the responsibility or liability of the non-Federal entity beyond that permitted by the laws of the State of Arizona.

Notification of Award for Similar Program

The non-Federal entity must immediately provide written notification to the Grants Officer Representative and the Grants Officer in the event that, subsequent to an award, other Federal financial assistance is received relative to that particular project award.

Protocol and Decorum

During the term of an award, the non-Federal entity will be associated with the Government in such a manner that the non-Federal entity's actions will reflect upon the Government and the United States. Therefore, the non-Federal entity will be held accountable for appropriate protocol and decorum during the award period of performance.

XI. Financial Management System (FMS) Requirements

Non-Federal entities must adhere to the Code of Federal Regulations ([2 CFR 200 Subpart D](#)) standards for financial management systems and methods for making payments, and rules for satisfying cost sharing and matching requirements, accounting for program income, budget revision approvals, making audits, determining allowability of costs, and establishing funds availability.

XII. Payments

Payment methods shall minimize the time elapsing between the transfer of funds from the U.S. Treasury and the issuance or redemption of checks, warrants, or payment by other means by the non-Federal entities. Payment methods of State agencies or instrumentalities shall be consistent with Treasury-State Cash Management Improvement Act (CMIA) agreements or default procedures codified at [31 CFR Part 205](#). Approval of payment requests will be based on the Recipient's progress towards achieving the award objectives, the amount of unexpended cash on-hand as reported in the [SF-425](#) and [SF-270](#), and the Recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.

Advances.

Non-Federal entities may be paid in advance, provided they maintain or demonstrate the willingness to maintain:

1. Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and
2. Financial management systems that meet the standards for fund control and accountability as established in [2 CFR Parts 200](#) and [600](#)

Requirements and Procedures.

Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the Department of State to the non-Federal entity.

In order of preference, advance payment mechanisms include:

1. Electronic funds transfer (EFT) via the Department of Health & Human Services (HHS) Payment Management System (PMS);
2. Department of State-issued electronic funds transfers (EFT); and
3. Treasury check.

The Department must authorize payment by a means other than through PMS.

Forms.

Unless otherwise specified in these Terms and Conditions, only the following forms shall be authorized for the non-Federal entities in requesting advances and reimbursements. The Department shall not require more than an original and two copies.

1. [SF-270](#), Request for Advance or Reimbursement. Requests for Treasury check advance payment shall be submitted on [SF-270](#), —Request for Advance or Reimbursement, or other forms as may be authorized by OMB. This form is not to be used when Treasury check advance payments are made to the non-Federal entity automatically through the use of a predetermined payment schedule or if precluded by special Department of State instructions for electronic funds transfer.
2. Payments under the award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS-SMARTLINK). PMS-SMARTLINK can also be accessed at the following address:
<http://www.dpm.psc.gov>.

If the non-Federal entity needs further assistance, they are to contact the GO identified on form [DS-1909](#). Non-Federal entities should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand in accordance with the policies established by the U.S. Treasury Department and mandated by OMB.

XIII. Prior Approval Requirements

For non-construction Federal awards, non-Federal entities must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons: (a) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator. (b) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval. (c) The transfer of funds budgeted for participant support costs as defined in [§200.75](#) “Participant support costs” to other categories of expense. (d) Unless described in the application and funded in the approved Federal awards, the sub-awarding, transferring or contracting out of any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services. (e) Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. (f) Rebudgeting more than 10% of the total approved award between direct cost categories.

XIV. Period of Availability of Funds

The project period of the award is indicated on the award cover sheet ([Form DS-1909](#)). The non-Federal entity may charge to the award only allowable costs resulting from obligations incurred during the project period. However, the funds shall be available—barring cancellation of the relevant appropriation— for closeout activities that occur after the project period, and the non-Federal entity shall liquidate all obligations incurred under the award no later than 90 days after the project period.

XV. Indirect Costs

Indirect costs will not be allowable charges against this award unless specifically included as a line item in the approved budget for this award.

Indirect cost recovery for any actual indirect costs incurred by the non-Federal entity which are greater than the indirect cost line item in the approved award budget is limited up to the award amount.

A non-profit organization which has not previously established an indirect cost rate with a Federal agency, that believes the DOS should be its cognizant agency, shall submit its initial indirect cost proposal immediately after the organization is advised that an award will be made and, in no event, later than three months after the effective date of the award. For all NICRA and indirect rate inquiries please contact AQM-NICRA@state.gov.

If a dispute arises in a negotiation of an indirect cost rate between DOS and the non-Federal entity, the dispute shall be resolved in accordance with the appeals procedures of the Department of State, Office of Acquisition Management (A/LM/AQM).

XVI. Publication for Professional Audiences

Any publications or articles resulting from the award must acknowledge the support of the Department of State and include a disclaimer of official endorsement as follows: “This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State”. The non-Federal entity must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

XVII. Branding and Marking Strategy

The Recipient shall recognize the United States Government’s funding for activities specified under this award at the project site with a graphic of the U.S. flag accompanied by one of the following two phrases based on the level of funding for the award:

- 1) Fully funded by the award: ‘Gift of the United States Government’
- 2) Partially funded by the award: ‘Funding provided by the United States Government’

Exemptions from this requirement may be allowable but must be agreed to in writing by the Grants Officer.

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, should be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The requirement does not apply to the Recipient's own corporate communications or in the United States.

The Recipient should ensure that all publicity and promotional materials underscore the sponsorship by or partnership with the U.S. Government or the U.S. Embassy. The Recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos.

The U.S. flag may replace or be used in conjunction with the Department of State seal, the U.S. embassy seal, or other DOS program logos.

Sub non-Federal entities and subsequent tier sub-award agreements are subject to the marking requirements and the non-Federal entity shall include a provision in the sub non-Federal entity agreement indicating that the standard, rectangular U.S. flag is a requirement.

In the event the non-Federal entity does not comply with the marking requirements as established in the approved assistance agreement, the Grants Officer Representative and the Grants Officer must initiate corrective action with the Non-Federal entity.

XVIII. Travel

All Federal Government-financed international air transportation must be accomplished by U.S. Flag air carriers or U.S. code sharing to the extent that service by those carriers is available. These circumstances are outlined below:

1. The United States – European Open Skies Air Transport Agreement ([U.S.-E.U. Open Skies Agreement](#)) is a bilateral/multilateral agreement that allows federal funded transportation services to use foreign air carriers under specific circumstances. Due to recent modifications to the U.S. – E.U. Open Skies Agreement, the Department's travel policy has been amended.
2. The modified agreement allows travelers to:
 - a. Use EU carriers if the travelers are not eligible to use City Pair Fares. Examples would be non-Federal entities and sub non-Federal entities of Federal Awards traveling between points not reflected in the approved Federal Award budget.
 - b. Use EU carriers between points in the United States and points OUTSIDE of the EU when there is no City Pair Fare on the route or the traveler is not eligible to use the fare. In essence, this allows travelers to compare costs and select between an EU and U.S. flag carrier when the flight originates, arrives in, or stops in any of the EU countries.

- c. For additional information regarding these issues, we invite the non-federal entity to review the frequently asked questions posted on our A/LM website at http://almopsttm.a.state.gov/EU_OPEN_SKIES_AMENDMENT_FAQ.asp or contact "TransportationQuery@state.gov."

For information on other "open skies" agreements into which the United States has entered, please refer to GSA's website at <http://www.gsa.gov/portal/content/103191>.

Refer to the electronic Code of Federal Regulations as codified published in Title [41 CFR 301.10](#), "Public Contracts and Property Management, Transportation Expenses" to obtain entire Fly America Act regulatory guidance on following website address: www.gpoaccess.gov/cfr/index.html

XIX. Prohibition Against Assignment

Notwithstanding any other provision of an award, the non-Federal entity must not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.

XX. Monitoring and Reporting Requirements

Monitoring

The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. Per Section 2 CFR 200.328 http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1328.

Annual Reconciliation of Continuing Assistance Awards. DOS must reconcile multi-year awards at least annually and evaluate program performance and financial reports. Items to be reviewed include a comparison of the non-Federal entity's work performance to its progress reports and project expenditures. See Section 7 of the U.S. Department of State Award Specific Provisions for details regarding reporting and monitoring.

Federal Funding Accountability and Transparency Act (FFATA) Reporting Procedures

Awards that are deemed 'sensitive' and therefore do not require FFATA reporting will be designated by a provision in Section 7 of the U.S. Department of State Award Specific provisions stating that this award is not subject to the Federal Funding Accountability and Transparency Act (FFATA) sub-award reporting requirements as outlined in the Office of Management and Budgets (OMB) guidance issued August 27, 2010.

Reporting of first-tier sub awards.

1. Applicability. Unless the non-Federal entity is exempt as provided under exemptions of this award term, the non-Federal entity must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in

- [section 1512\(a\)\(2\)](#) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub award to an entity (see definitions of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For sub award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. The non-Federal entity must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

Reporting Total Compensation of Non-Federal entity Executives.

1. Applicability and what to report. the non-Federal entity must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if -
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, the non-Federal entity received—
 - (A) 80 percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report executive total compensation described in paragraph 1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

Reporting of Total Compensation of Sub non-Federal entity Executives.

1. Applicability and what to report. Unless the non-Federal entity is exempt as provided in exemptions of this award term, for each first-tier sub non-Federal entity under this award, the non-Federal entity shall report the names and total compensation of each of the sub non-Federal entity's five most highly compensated executives for the sub non-Federal entity's preceding completed fiscal year, if—
 - i. in the sub non-Federal entity's preceding fiscal year, the sub non-Federal entity received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report sub non-Federal entity executive total compensation described in paragraph 1. of this award term:
- i. To the non-Federal entity.
 - ii. By the end of the month following the month during which the sub award is made. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the non-Federal entity must report any required compensation information of the sub non-Federal entity by November 30 of that year.

Exemptions

If, in the previous tax year, gross income, from all sources, was under \$300,000, the non-Federal entity are exempt from the requirements to report: Sub awards; and the total compensation of the five most highly compensated executives of any sub non-Federal entity.

Definitions.

For purposes of this award term:

1. Entity means all of the following, as defined in [2 CFR part 25](#):
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a sub non-Federal entity under an award or sub award to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Sub award:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible sub non-Federal entity.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program.
 - iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub non-Federal entity considers a contract.

4. Sub non-Federal entity means an entity that:
 - i. Receives a sub-award from you (the non-Federal entity) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the sub award.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or sub non-Federal entity's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards [No. 123 \(Revised 2004\) \(FAS 123R\)](#), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXI. Post-Award Requirements for Closeout

Closeout procedures require:

1. submission by the grant non-Federal entity of final financial and program reports within ninety (90) calendar days after the project period end date;
2. reconciliation of all cost or expenditure discrepancies;
3. prompt payment of allowable costs;
4. immediate collection of any unexpended funds or disallowed costs;
5. de-obligation of excess funds; and
6. disposition of property and/or equipment acquired under the award.

The non-Federal entity must make every effort to obtain its Final Indirect Rate from its cognizant agency. The settlement for any upward or downward adjustment to the Federal share of costs for provisional NICRA rates are based on the non-Federal entity's submission of its Final [SF-425](#) and, for rate increases, the availability of funds remaining in the award obligation. Unrecovered indirect costs may be considered cost share or matching with prior approval of the Grants Officer. Note that the non-Federal entity must be able to substantiate any cost share.

If the non-Federal entity organization does not have its Final Indirect Rate within 12 months after the end of the project period end date, the Grants Officer shall proceed with close-out after which all funds remaining in the obligation shall be de-obligated.

XXII. Retention and Access Requirements for Records

The non-Federal entity must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report. Exceptions to the three-year rule are referenced in [2 CFR 200.333](#). For awards that are renewed quarterly or annually, the retention period is from the date of the submission of the quarterly or annual financial report as authorized by the Department. The Department must request transfer of certain records to its custody from non-Federal entities when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, DOS may arrange for non-Federal entities to retain any records that are continuously needed for joint use.

Timely and Unrestricted Access. DOS authorized officials, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of non-Federal entities that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but must last as long as records are retained.

XXIII. Audits

For all DOS awards to a U.S. based non-federal entity, regardless of business type, the non-Federal entities are subject to the audit requirements found in [2 CFR Part 200 Subpart F](#). In addition, the non-Federal entities are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7507.

Non-Federal entities that expend \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the revised circular.

The Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers and records of the non-Federal entity. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. DOS reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the non-Federal entities' documents and facilities.

The data collection form and the reporting package shall be submitted electronically to the Federal Audit Clearinghouse (<https://harvester.census.gov/sac>).

DOS and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in DOS possession pertaining to the award.

Audits of Foreign Non-Federal entity Organizations

All Foreign organizations that expend \$750,000 or more in a fiscal year in Federal awards must perform an independent, non-Federal entity-contracted Single Audit or Program Specific Audit.

Program-specific Audit – means an audit of one Federal award program. Single Audit – means an audit which includes both the entity’s financial statements and the Federal Awards to be conducted in accordance with [Generally Accepted Government Auditing Standards \(GAGAS\)](#).

The audits must be independently and professionally executed in accordance with GAGAS either prescribed by a government’s Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country’s laws or adopted by the host country’s public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the Grants Officer’s approval.

For sub-non-Federal entities expending \$750,000 or more in Department of State award funding during their fiscal year, Department of State standard audit provisions require that Prime non-Federal entities certify that audits of sub-non-Federal entities are performed annually and according to the standards described above.

The cost of audits may be charged either as an allowable direct cost to the award, or included in the organizations established indirect costs in the award’s detailed budget.

XXIV. Debarment and Suspension

Debarment and suspension are discretionary actions that, taken in accordance with this subpart, are appropriate means to effectuate this policy.

1. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the Government’s protection and not for purposes of punishment. Agencies shall impose debarment or suspension to protect the Government’s interest and only for the causes and in accordance with the procedures set forth in [2 CFR Part 180 subparts A Through I](#) and [2 CFR Part 601](#).
2. When more than one agency has an interest in the debarment or suspension of a non-Federal entity, the Interagency Committee on Debarment and Suspension, established under [Executive Order 12549](#), and authorized by [Section 873 of the National Defense Authorization Act, 2009 \(P. L. 110-417\)](#), shall resolve the lead agency issue and coordinate such resolution among all interested agencies prior to the initiation of any suspension, debarment, or related administrative action by any agency.

The non-Federal entity certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this award.

XXV. Termination

Awards may be terminated in whole or in part if any of the circumstances stated below apply:

National Security or Foreign Policy Interests

By DOS, if at any time DOS determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance is not consistent with the national security or foreign policy interests of the United States, or would be in violation of an applicable law. In such cases, DOS may, following notice to the non-Federal entity, suspend or terminate the award in whole or in part and prohibit the non-Federal entity from incurring additional obligations chargeable to the award other than those costs specified in the notice of suspension.

By Mutual Agreement

When DOS wishes to terminate a project, the GO will issue, in writing, a termination notice to the non-Federal entity's authorized representative with a copy to the project manager and the GOR. The non-Federal entities may terminate their performance of a project in whole or in part. When both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the award may be terminated by mutual consent. The non-Federal entities may terminate the project after the authorized representative advises the GO in writing; and concurrently sends a copy to the GOR. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an

appropriate written response. The two parties must agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The non-Federal entity must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. DOS will allow full credit to the non-Federal entities for the Federal Share of the obligations that cannot be cancelled properly incurred by the non-Federal entities prior to termination.

For Cause

DOS reserves the right to terminate the award in whole or in part at any time before the project period end date, whenever it is determined that the non-Federal entities have failed to comply with the conditions of the award. However, if DOS determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety.

DOS must promptly notify the non-Federal entities in writing of the determination and reasons for the termination, together with the effective date. Payments made to non-Federal entities or recoveries by DOS awards terminated for cause must be in accordance with the legal rights and liabilities of the parties.

XXVI. Certification Regarding Lobbying

As required by [Section 1352, Title 31 of the U.S. Code](#), and implemented at [2 CFR Part 418](#), for persons entering into a grant or cooperative agreement over \$100,000, the applicant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all non-Federal entities shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVII. Section 504 of the Rehabilitation Act

[Section 504 of the Rehabilitation Act](#) provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance. A non-Federal entity of federal financial assistance must provide programs and services in a manner that does not discriminate based on disability and ensures equal access and opportunity for people with disabilities.

For the purpose of [Section 504](#), the term individual with a disability means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such impairment, or (c) is regarded as having such impairment.

XXVIII. Awards to Faith-Based and Community Organizations

The non-Federal entity may not discriminate against any beneficiary or prospective beneficiary under this award on the basis of religion or belief:

Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the non-Federal entity may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Unless specifically authorized by the Department of State, non-Federal entities that engages in explicitly religious activities, including activities that involve overt religious content such as *worship, religious instruction, and proselytization*, must perform such activities and offer such services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such explicitly religious activities must be voluntary.

If the non-Federal entity makes sub-awards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

XXIX. Religious Persecution

The non-Federal entity must ensure that its personnel take into account in their work the considerations reflected in the International Religious Freedom Act concerning country-specific conditions, the right to freedom of religion, methods of religious persecution practiced in foreign

countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.

XXX. Prohibition on Abortion Related Activities

The Recipient agrees that none of the funds provided by this award shall be used to issue grant funds to lobby for or against abortion. The recipient agrees that none of the funds provided by this award shall be used to pay for the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions.

XXXI. Minority Business Participation, Executive Order 12432

In accordance with [Executive Order 12432](#), Minority Business Enterprise Development, DOS encourages the non-Federal entities to utilize minority business enterprises in the performance of the award. When contracting for any supplies, services, research, or construction under the award, the non-Federal entities must make their best efforts to solicit bids, proposals, or quotations from minority business enterprises.

A minority business enterprise is defined as a business that is at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent of the voting stock is owned by one or more minority individuals. The daily business operations are likewise managed by a minority owner. A minority individual is defined as a U.S. citizen who has been subjected to racial or ethnic prejudice or cultural bias because of his or her identity as a member of this group without regard to his or her individual qualities. Such groups include, but are not limited to: Black [African] Americans, Hispanic Americans, Native Americans, and Asian-Pacific Americans.

XXXI. Trafficking in Persons

1. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - . Implements section 106(g) of [the Trafficking Victims Protection Act of 2000 \(TVPA\), as amended \(22 U.S.C. 7104\(g\)\)](#), and
 - i. Is in addition to all other remedies for noncompliance that are available to us under this award.
2. You must include the requirements of this award term in any subaward you make to a private entity.

3. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 4. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - ii. Associated with performance under this award; or
 - 3. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 5. **Definitions.** For purposes of this award term:
 - 1. “Employee” means either:
 - . An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - i. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- . Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).
- i. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
 - 2. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#))

XXXII. Blocking Property and Prohibiting Transactions Who Commit, Threaten To Commit, or Support Terrorism, Executive Order 13224
[Executive Order 13224](#) designated certain individuals and entities that commit or pose a significant risk of committing terrorist acts and authorized the Secretary of State to designate additional individuals and entities.

The Order also authorized the Secretary of the Treasury to designate additional individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are “otherwise associated with,” an individual or entity who has been designated in or under the order. All property and interests in property of the individual or entity in the United States or in the possession or control of United States persons are blocked. The order prohibits all transactions and dealings in blocked property or interests in the United States or by United States persons, and also prohibits transactions with, and provision of support for, individuals or entities listed in or subject to the Order.

Non-Federal entities should be aware of [Executive Order 13224](#) and the names of the individuals and entities designated thereunder. A list of these names can be found in the exclusions section of the SAM.gov. The web site is: <http://www.sam.gov>.

Non-Federal entities are reminded that U.S. Executive Order and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the non-Federal entity/contractor to ensure compliance with these Executive Orders and laws.



**U.S. Department of State
FEDERAL ASSISTANCE AWARD**

1. Recipient Name ARIZONA STATE UNIVERSITY DBA ORSPA		2. Assistance Type: <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Fixed Amount Award <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Property Grant <input type="checkbox"/> Voluntary Contribution	
3. Address PO BOX 876011 TEMPE, AZ 85287-6011 UNITED STATES		[REDACTED]	
5. Type of Entity U.S. Educational Institution	6. Unique Entity Identifier 943360412	7. EIN/ TIN *****	
8. CFDA Number	9. Statutory Authority for Assistance	10. Award Number [REDACTED]	
11. Period of Performance Start Date 05-Sep-2018 End Date 31-Dec-2019		12. Amendment Number M004	
13. Accounting and Appropriation Data		14. Funds Certified By [REDACTED]	
Funding Distribution			
15.	Total Prior Costs	New Costs	Total Cost
U.S. Share of Costs	\$497,538.00 USD	\$-2,613.07 USD	\$494,924.93 USD
Recipient Share of Costs	\$0.00 USD	\$0.00 USD	\$0.00 USD
Total Costs	\$497,538.00 USD	\$-2,613.07 USD	\$494,924.93 USD
16. Purpose of the Federal Award Activity Closeout Action: De-obligate \$2,613.07. Recipient is not required to sign.			
17. Specific Award Conditions <input checked="" type="checkbox"/> Attached			
Agreement			
The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and 2 CFR Parts 200 and 600 including any subsequent revisions.			
[REDACTED SIGNATURE AREA]			
By signing this Federal award, the recipient acknowledges that it will comply with Federal regulations, the Terms and Conditions, and any Special Award Conditions associated with this award. Receipt of the recipient's signature and return of the Federal Award Coversheet is required within ten (10) business days of the Grants Officer's signature. Please return to the Grants Officer address indicated here: AhwirengF@state.gov			

U.S. Department of State Award Provisions



During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at: <https://www.state.gov/about-us-office-of-the-procurement-executive/>
- The applicable sections of [2 CFR §200](#) and [2 CFR §600](#); and
- All assurances and certifications made during the application process.

1) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

[REDACTED]

2) FEDERAL SHARE OF AWARD:

\$494,924.93 USD

3) PURPOSE AND OBJECTIVES OF AWARD:

a. Purpose:

ARIZONA STATE UNIVERSITY (hereinafter referred to as the Recipient), is hereby provided a federal award, the purpose of which is to:

The purpose of this amendment is to realign the award budget per the attached detailed budget and budget summary.

The recipient will enhance the capability U.S. allies and partners to detect and defend against Russian state-sponsored disinformation efforts through the development and/or refinement of techniques and automated tools for identification and analysis of digital disinformation and propaganda.

The Recipient shall carry out the Agreement in accordance with its proposal dated: 05-Apr-2018, and any revisions to which both parties agree to in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

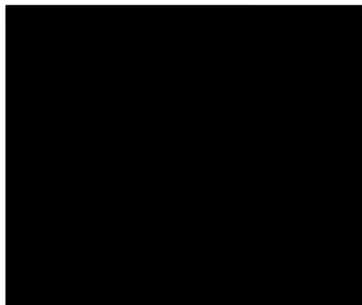
See attached Scope of Work.

4) CONTACT INFORMATION:

a. Grants Officer:

Name:
Post/Bureau:
Section:
Street Address:

Zip Code:
E-mail:
Telephone:



b. Grants Officer Representative:

Name:

Post/Bureau:

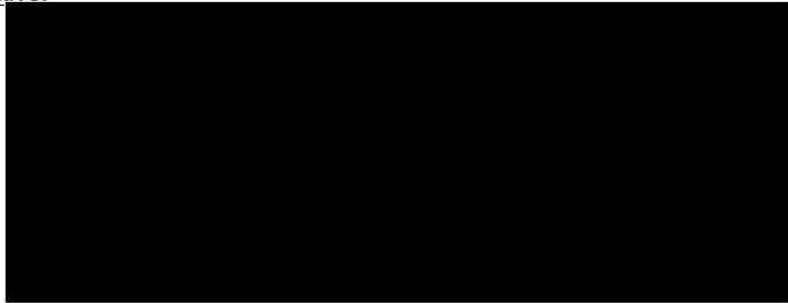
Section:

Street Address:

Zip Code:

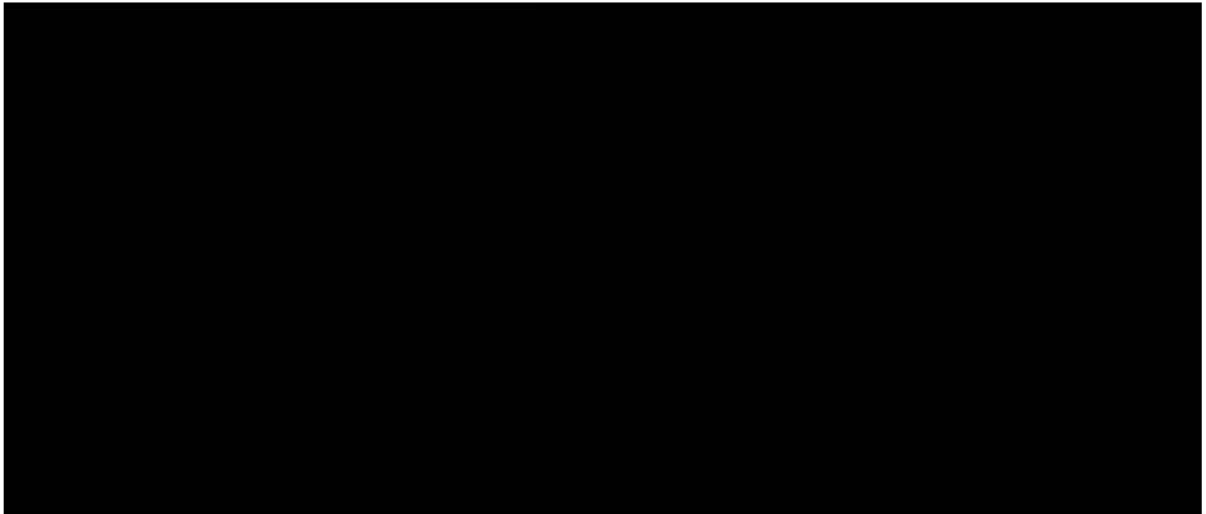
E-mail:

Telephone:



5) AUTHORIZED BUDGET SUMMARY:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance.



6) INDIRECT COSTS:

Type	Rate %	Applicable to
Predetermined	56.5%	Modified total direct costs.

The base of application for the rate(s) above is defined in the Recipient's Negotiated Indirect Cost Rate Agreement dated 05-Jul-2017.

7) PRE-AWARD COSTS:

N/A

8) PROGRAM INCOME:

Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs in order to determine the net allowable costs for the award.

9) COST SHARING:

N/A

10) SUBRECIPIENTS:

Subawards not included in the Recipient's approved budget must be submitted to the Grants Officer prior to execution in order to determine cost allowability.

All subawards must comply with the requirements of [2 CFR §200.331](#)--Requirements for pass-through entities. Upon issuing a subaward, the Recipient is required to submit an executed copy to the Grants Officer.

11) PAYMENTS:

Payments under this award will be made through the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS). Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. Instructions for requesting payments are available at: <https://pms.psc.gov/>.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Failure to comply with the terms and conditions of this award may result in payment delays.

12) REPORTING AND MONITORING:

The Recipient is required to submit Quarterly performance and Quarterly financial reports. All reports must be signed and certified by an authorized representative of the Recipient organization. All performance progress reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

Reports are due 30 days after the end of a reporting period and in accordance with the schedule below. **A final program and financial report is due 90 calendar days after the period of performance end date.** Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or delays in payments.

Performance Progress Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	05-Sep-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	30-Sep-2019	30-Oct-2019
Report	01-Oct-2019	31-Dec-2019	30-Jan-2020
Final	05-Sep-2018	31-Dec-2019	30-Mar-2020

Federal Financial Report Schedule			
Report	Report Range Start	Report Range End	Due Date
Report	05-Sep-2018	30-Sep-2018	30-Oct-2018
Report	01-Oct-2018	31-Dec-2018	30-Jan-2019
Report	01-Jan-2019	31-Mar-2019	30-Apr-2019
Report	01-Apr-2019	30-Jun-2019	30-Jul-2019
Report	01-Jul-2019	30-Sep-2019	30-Oct-2019
Report	01-Oct-2019	31-Dec-2019	30-Jan-2020
Final	05-Sep-2018	31-Dec-2019	30-Mar-2020

Financial Reports:

All financial reports must be submitted using form SF-425--Federal Financial Report. Financial reports shall be completed in the Payment Management system. Instructions for completing the SF-425 in PMS are available at: <https://pms.psc.gov/>

Financial Reports completed in PMS must also be downloaded and submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

Performance Reports:

As appropriate, performance reports must contain:

- A comparison of actual accomplishments to the objectives of the federal award established for the period. This should include information on how costs are tied to accomplishments:
- The reasons why established goals were not met, and
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs.

Performance Reports must be submitted to the Grants Officer and Grants Officer Representative via SAMS Domestic.

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

13) SUBSTANTIAL INVOLVEMENT:

N/A

14) WAIVER OF ACKNOWLEDGMENT OF DEPARTMENT OF STATE SUPPORT AND BRANDING AND MARKING REQUIREMENTS:

The Department of State Standard Terms and Conditions for Federal Awards requires that materials produced under a federal award be marked appropriately to acknowledge the support of the U.S. Department of State. However, the Department of State has determined that for the purposes of this award, the Recipient is not required to publicly display Department of State and/or U.S. government branding and marking for materials produced under this award, nor insert the disclaimers required in the Standard Terms and Conditions.

15) ADDITIONAL BUREAU/POST SPECIFIC REQUIREMENTS:

Depending upon the availability of funding, this award will be incrementally funded with \$80,000 added to the Personnel budget line item via amendment. Should funds not become available, GEC will expect that this budget and SoW will be revised and

mutually agreed to via amendment.

16) SPECIFIC CONDITIONS:

N/A

17) SPECIAL PROVISION FOR PERFORMANCE IN A DESIGNATED COMBAT AREA:

N/A

18) STATE DEPARTMENT LEAHY AMENDMENT VETTING REQUIREMENTS:

N/A

19) PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE:

N/A

20) REPORTING TAXES ON FOREIGN ASSISTANCE FUNDS:

N/A

FDP Subaward Amendment

Amendment No. 01

Subaward No. [Redacted]

Pass-Through Entity (PTE)

Subrecipient

Arizona Board of Regents for and on behalf of Arizona State University

Entity Name University of Arkansas at Little Rock

[Redacted]

Contact Email [Redacted]

[Redacted]

Principal Investigator [Redacted]

Project Title Fusing Narrative and Social Cyber Forensics to understand Covert Influence - Malaysia

PTE/Prime Award No. [Redacted]

Awarding Agency DOD-NAVY: Office of Naval Research (ONR)

Cumulative Budget Period(s)

Amount Funded This Action

Total Amount of Funds Obligated to Date

Start Date 08/01/2023

End Date: 01/31/2024

\$ 30,943.00

\$ 65,155.00

Subrecipient Cost Share

Subject to FFATA

Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement)

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

Additional Budget Period

No Cost Extension

Additional Funding

Additional funding in the amount of \$ 30,943.00 is hereby obligated to this Subaward.

Deobligation

Carryover is Automatic Carryover is allowed across all budget periods.

Carryover Authorized

Detailed Budget/Scope of Work/Notice of Award Attached (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

A Scope of Work & Budget is incorporated by attachment to this Amendment.

Other (See Below)

ASU PI is changed from Scott Ruston to Elena Steiner.

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

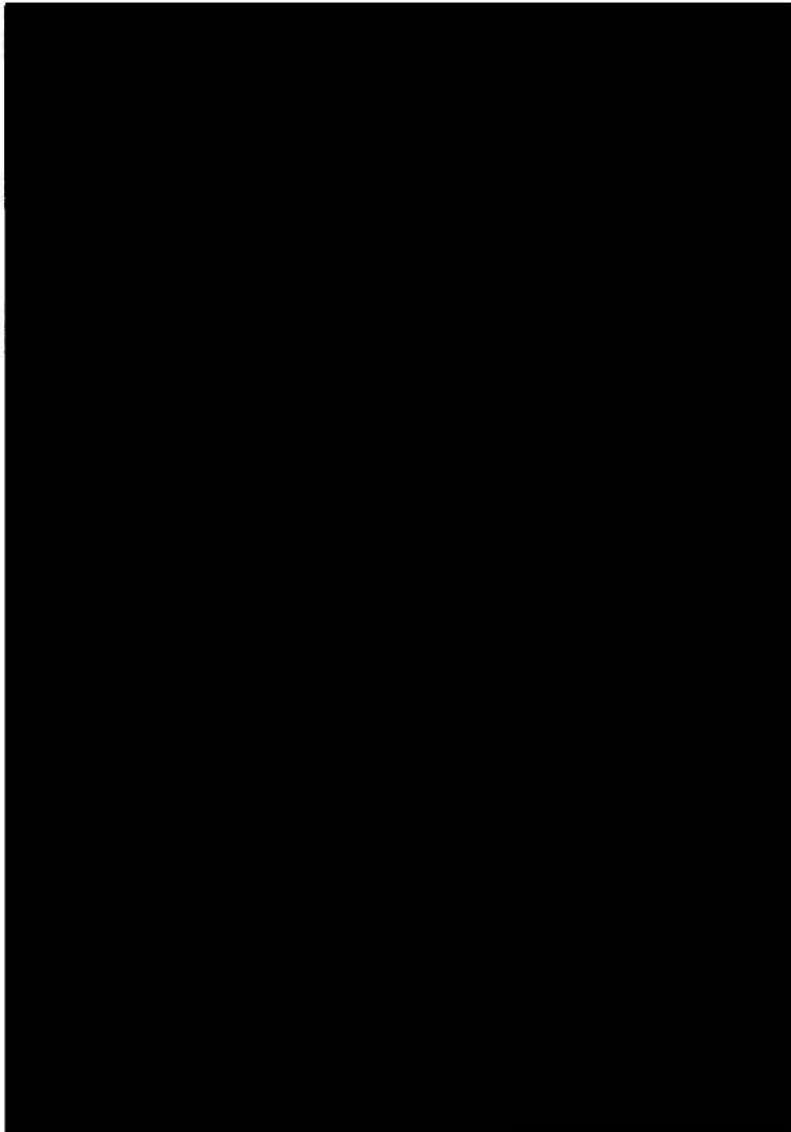


Revised 2/2021

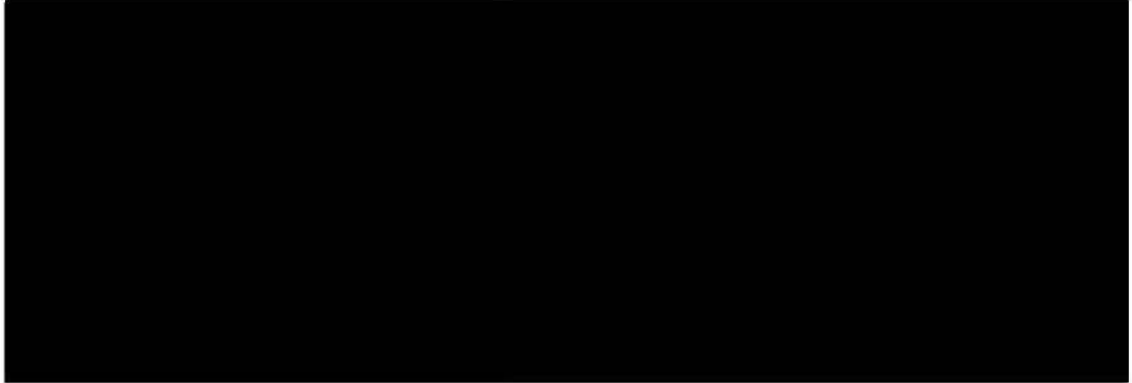
Budget (\$30,943 increment)



Maulden-Entergy Chair and Distinguished Professor
Director, Collaboratorium for Social Media and Online Behavioral Studies (COSMOS)
University of Arkansas – Little Rock



Statement of Work



MODIFICATION NUMBER 07
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.

and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., ("Sponsor") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("Subcontractor") made effective as of December 04, 2020 is modified. **Article 8** and of this Subcontract is modified as specified herein.

- A. The funding amount has been increased by \$74,074 for a revised total funded amount to date of \$801,015
- B. The phase funding breakdown table has been updated to reflect funding through the current modification.

ARTICLE 8. LIMITATION OF FUNDS

8.1 This Subcontract is valued at a total estimated cost of **\$1,000,905**.

8.2 This contract is incrementally funded. **An additional increment of \$74,074 is now available.** The sum of **\$801,015** of the estimated costs is presently available for funding under this contract. Although Kitware intends to fully fund this contract, the presently available funds as stated above are not a guarantee of work under this contract and cannot be exceeded under any circumstances without a modification to this contract.

Previously Funded Amount	Current Funding Action	Total Funded Amount to Date	Period of Performance
\$726,941	\$74,074	\$801,015	July 29, 2020 to January 31, 2025

8.2.1 The Subcontractor agrees to perform up to the point at which the total amount payable by Contractor approximates the total amount presently available to the contract as stated above. The Subcontractor will not be obligated to continue work beyond that point. Contractor will not be obligated in any event to reimburse the Subcontractor in excess of the amount allotted to the Subcontract as stated above regardless of anything to the contrary stated in Article 17. The above stated amount is the total amount payable by Contractor in the event of termination, regardless of reason, including costs, fees, and estimated termination settlement costs.

8.2.2 The Subcontractor will notify Contractor in writing at least sixty (60) days prior to the date when the work will reach the point at which the total amount payable by Contractor will approximate 75 percent (75%) of the total amount then allotted to the Subcontract for performance. 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. The notification will also advise Contractor of the estimated amount of additional funds that will be required for the timely performance for a subsequent period. If, after such notification, additional funds are not allotted by the date, Contractor will terminate any work

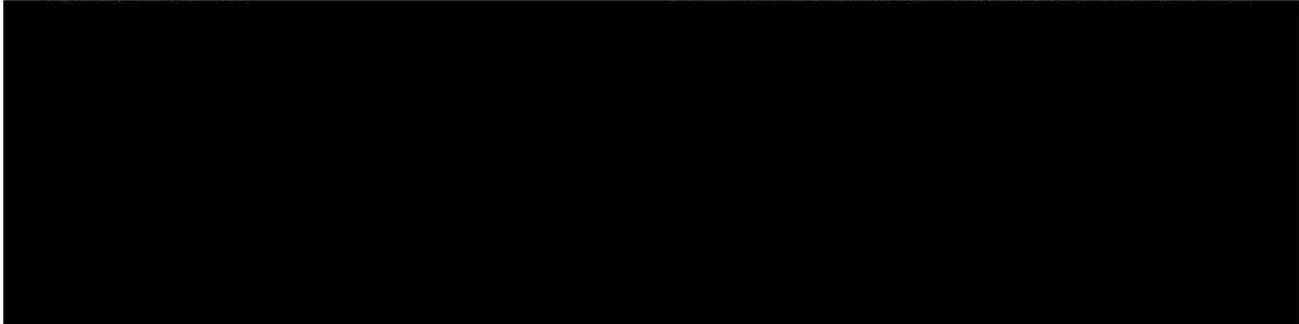
for which additional funds have not been allotted, pursuant to Article 17 of this Subcontract.

- 8.2.3 The decision to increase the limitations on costs will be made unilaterally by Contractor. If Contractor authorizes such an increase, a letter stating the amount of increase will be written and signed by a duly authorized Contractor representative. Such letter will become a part of this Subcontract.
- 8.2.4 When additional funds are allotted for continued performance of the Subcontract, the provisions of paragraphs 8.2.1 through 8.2.5 will apply in like manner to the additional allotted funds and agreed to period of performance.
- 8.2.5 Contractor may at any time allot additional funds for the performance of the Subcontract.
- 8.2.6 The provisions of this clause no longer apply once the Subcontract is fully funded.
- 8.2.7 Nothing in this clause shall act as a waiver of any rights or obligations of the parties under this Subcontract.

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

KITWARE, INC.:

ARIZONA BOARD OF REGENTS FOR AND ON



MODIFICATION NUMBER 01
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.

and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., ("Sponsor") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("Subcontractor") made effective as of December 04, 2020 is modified. **Article 8** of this Subcontract is modified as specified herein.

The following Articles are modified as highlighted in bold:

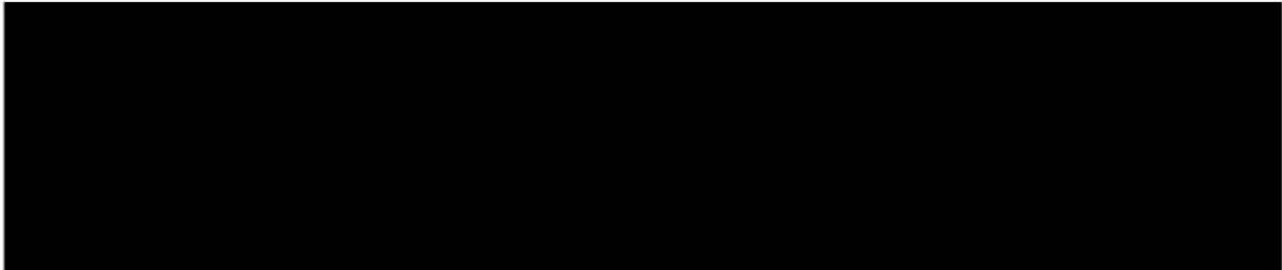
ARTICLE 8. LIMITATION OF FUNDS

8.2 This contract is incrementally funded. **An additional increment of \$208,491 is now available.** The sum of **\$358,604** of the estimated costs is presently available for funding under this contract. Although Kitware intends to fully fund this contract, the presently available funds as stated above are not a guarantee of work under this contract and cannot be exceeded under any circumstances without a modification to this contract.

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

KITWARE, INC.:

ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY:



MODIFICATION NUMBER 02
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.

and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., ("Sponsor") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("Subcontractor") made effective as of December 04, 2020 is modified. **Article 24** and **Exhibit D** of this Subcontract is modified as specified herein.

The following Articles are modified / added in its entirety as highlighted in bold:

Under Article 24. Notice, Ashley Carbino has been replaced by Denise Hale. Article 23 is deleted in its entirety and replaced by the following:

ARTICLE 24. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed received on the date of receipt or the date on which receipt is refused. Notices shall be given or made by electronic mail, facsimile, personal delivery, received by reputable overnight courier or registered or certified mail, return receipt requested with all postage prepaid, addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing:

If to Contractor
For Administrative Matters

[REDACTED]

If to Subcontractor
For Administrative Matters

[REDACTED]

For Technical Matters

[REDACTED]

For Technical Matters

[REDACTED]

Under Exhibit D Prime Terms and Conditions, the following Clause is added in its entirety:

TITLE TO EQUIPMENT (NONPROFIT INSTITUTIONS OF HIGHER EDUCATION AND NONPROFIT ORGANIZATIONS)

In accordance with FAR 35.014, "Government property and title", the following is applicable:

(a) Title to all equipment costing less than \$5,000 purchased with funds available for research under this contract shall vest in the acquiring institution of higher education and/or nonprofit organization performer(s) upon acquisition without further obligation to the Government. The equipment shall be used for the conduct of basic or applied scientific research.

(b) Title to all equipment costing \$5,000 or more purchased with funds available for research under this contract shall vest as follows:

Title is vested with the institution of higher education and/or nonprofit organization upon acquisition without further obligation to the Government. The equipment shall be used for the conduct of basic or applied scientific research.

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

KITWARE, INC.:

ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY:



MODIFICATION NUMBER 03
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.

and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., ("Sponsor") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("Subcontractor") made effective as of December 04, 2020 is modified. **Article 8** and of this Subcontract is modified as specified herein.

ARTICLE 8. LIMITATION OF FUNDS

8.2 This contract is incrementally funded. **An additional increment of \$114,641 is now available.** The sum of **\$473,245** of the estimated costs is presently available for funding under this contract. Although Kitware intends to fully fund this contract, the presently available funds as stated above are not a guarantee of work under this contract and cannot be exceeded under any circumstances without a modification to this contract.

Phase	Previously Funded Amount	Current Funding Action	Total Funded Amount to Date	Period of Performance
I	\$358,604	\$58,377	\$416,981	July 29, 2020 to January 28, 2022
II	\$0	\$56,264	\$56,264	January 29, 2022 to July 28, 2023
III	\$0	\$0	\$0	July 29, 2023 to July 28, 2024

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

KITWARE, INC.:

ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY:



MODIFICATION NUMBER 04
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.

and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., ("Sponsor") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY ("Subcontractor") made effective as of December 04, 2020 is modified. **Article 8** and of this Subcontract is modified as specified herein.

ARTICLE 8. LIMITATION OF FUNDS

8.2 This contract is incrementally funded. **An additional increment of \$143,054 is now available.** The sum of **\$616,299** of the estimated costs is presently available for funding under this contract. Although Kitware intends to fully fund this contract, the presently available funds as stated above are not a guarantee of work under this contract and cannot be exceeded under any circumstances without a modification to this contract.

Phase	Previously Funded Amount	Current Funding Action	Total Funded Amount to Date	Period of Performance
I	\$358,604	\$58,377	\$416,981	July 29, 2020 to January 28, 2022
II	\$56,264	\$143,054	\$199,318	January 29, 2022 to July 28, 2023
III	\$0	\$0	\$0	July 29, 2023 to July 28, 2024

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

KITWARE, INC.:

ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY:



MODIFICATION NUMBER 06
SUBCONTRACT AGREEMENT [REDACTED]
BETWEEN
KITWARE, INC.

and
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

The Agreement heretofore entered into under Subcontract Number [REDACTED] between Kitware Inc., (“Sponsor”) and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY (“Subcontractor”) made effective as of December 04, 2020 is modified. **Article 2** of this Subcontract is modified as specified herein.

- A. Principal Investigator has been updated to Joshua Garland Ph.D.

ARTICLE 2. PRINCIPAL INVESTIGATORS

- 2.1 The Subcontractor’s Principal Investigator for the Research is [REDACTED] Ph.D. (“Principal Investigator”), who will be responsible for the direction of the Research in accordance with the applicable policies of the Subcontractor and the terms of this Subcontract.
- 2.2 If for any reason the Principal Investigator is unwilling or unable to serve as Principal Investigator, and a successor acceptable to both the Contractor and the Subcontractor is not available, this Subcontract shall be terminated in accordance with Article 17.1(b).

Except as amended as hereinabove set forth, the said Subcontract between the parties is hereby ratified and confirmed and shall continue in full force and effect according to its terms.

KITWARE, INC.:

[REDACTED]

ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY:

[REDACTED]

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		Department of Defense
Pass-Through Entity (PTE): Texas A&M Engineering Experiment Station		Subrecipient: Arizona Board of Regents on behalf of Arizona State University
PTE PI: [REDACTED]	Sub PI: [REDACTED]	
PTE Federal Award No: [REDACTED]	Subaward No: [REDACTED]	
Project Title: Assessing Warfare in the Digital Age--Developing a Net Assessment Framework to Define, Compare and Measure the Role of Information in the Strategic Concepts, Objectives, Operations and Capabilities of the Peoples Republic of China, the Russia Federation and the United States		
Subaward Period of Performance (Budget Period): Start: 02/13/2020 End: 02/12/2021		Amount Funded This Action (USD): \$ 21,966.00
Estimated Project Period (if incrementally funded): Start: 02/13/2020 End: 02/12/2021		Incrementally Estimated Total (USD): \$ 21,966.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

JMH

Attachment 1
Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

[REDACTED]

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

WHS - ACQUISITION DIRECTORATE (Department of Defense)		
Federal Award Issue Date	FAIN	CFDA No.
07/31/19	31-Jul-2019	31-Jul-2019
CFDA Title		
United States Department of Defense (DOD)		
Key Personnel Per NOA		

This Subaward Is:

- Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

See Attached PTE Agreement

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

See Attached PTE Agreement

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

See Attached PTE Agreement

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Department of Defense

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

This section left intentionally blank

Additional Terms

1. By signing the Subaward Agreement, the authorized official of SUBRECIPIENT hereby adopts the terms of the PTE Agreement and the Department of Defense award DE-EE0008250 found therein ("Prime Agreement") in their entirety, incorporate them as attached and set forth herein, and agree to perform and be bound by all applicable terms.

In reference to the PTE Award attached: (a) references to "Subrecipient" shall be deemed to mean the "Subrecipient" of this award; (b) references to the "Pass-through Entity" shall be deemed to mean the "Pass-through Entity" of this award; and (c) references to "Intrasystem Subaward Agreement" shall be deemed to mean this "Subaward Agreement".

In reference to the Prime Agreement attached in the PTE Award: (a) references to "Contractor" shall be deemed to mean the "Subrecipient" of this award; (b) references to the "Department of Defense," "Government," or equivalent shall be deemed to mean the "Pass-through Entity" of this award; and (c) references to "Contract" shall be deemed to mean this "Subaward Agreement".

In the event of any inconsistency between the provisions of this Subaward Agreement and those of the Prime Agreement and the PTE Agreement, the inconsistency shall be resolved by giving precedence to the provisions of the Prime Agreement.

2. This work contains classified information. A DD-254 will be issued in relation to this work.

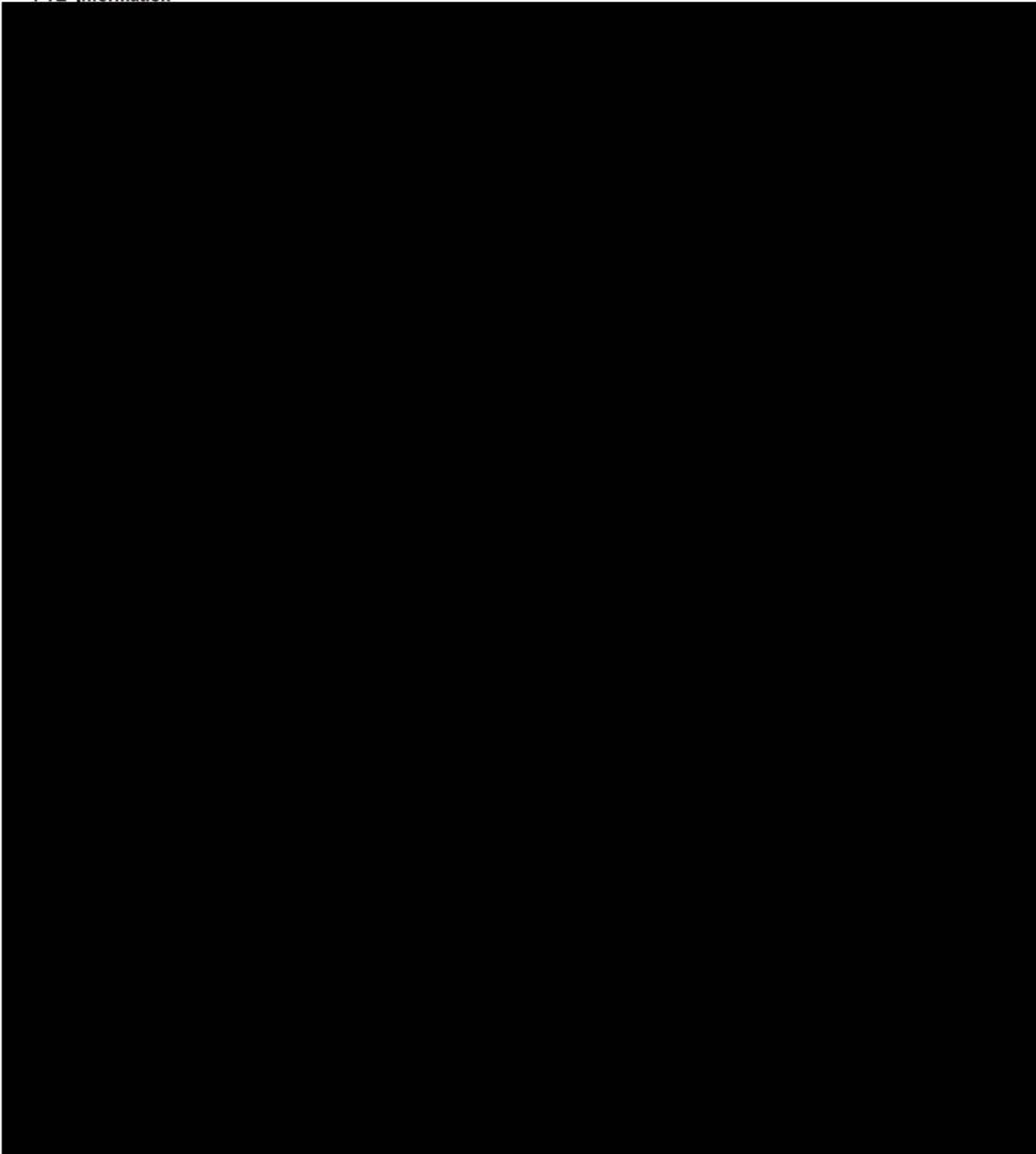
3. Any terms in this agreement that are deemed not applicable by their terms or prescriptions shall be deemed unenforceable.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

[Redacted]

PTE Information



Attachment 3B
Subrecipient Contacts

Subaward Number:

[Redacted]

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name: Arizona Board of Regents for and on behalf of Arizona State University

EIN No.: 860196696 Institution Type: Public/State Controlled Inst. of Higher Ed.

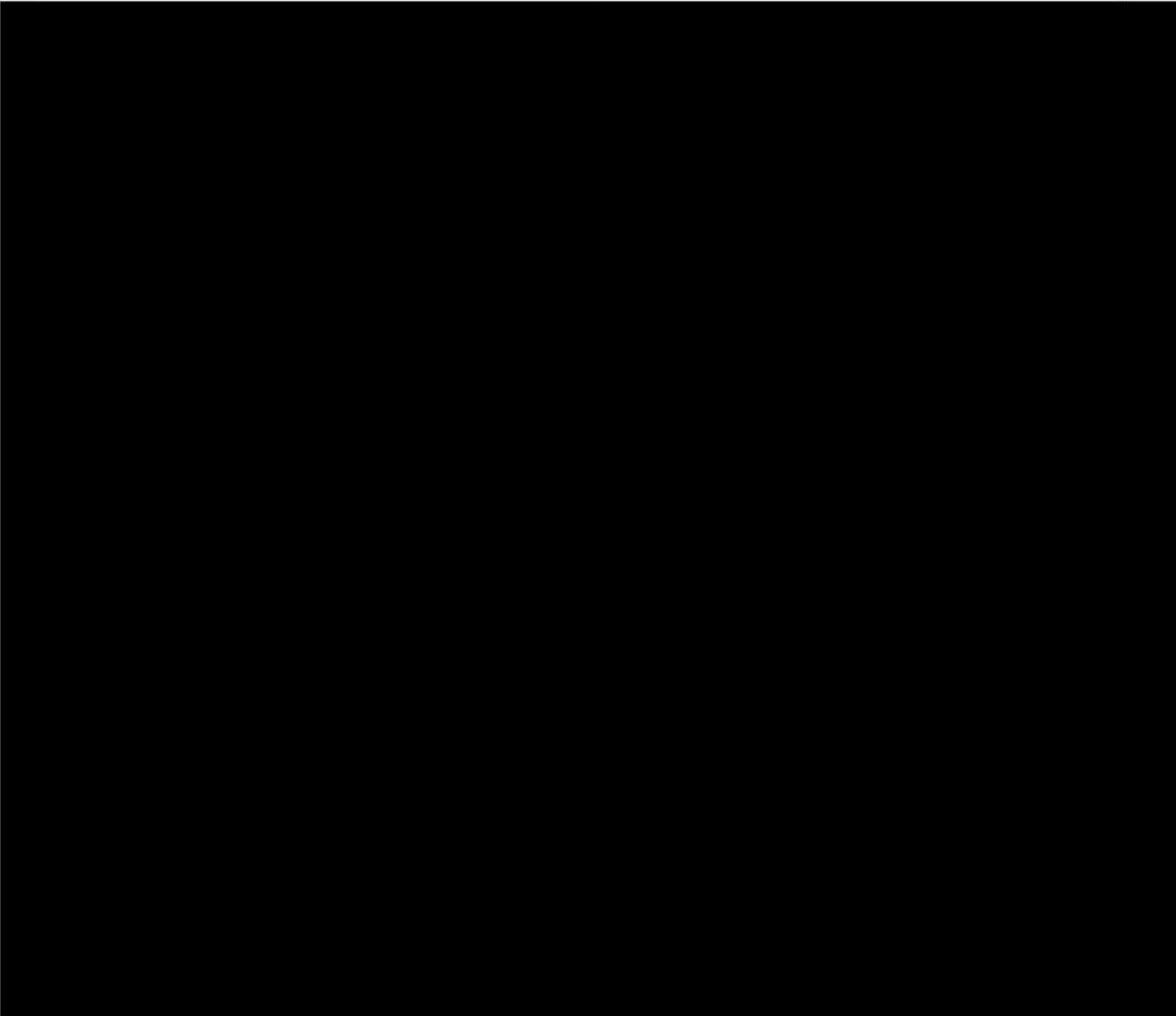
DUNS: 943360412 Currently registered in SAM.gov: Yes No

Parent DUNS: 943360412 Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address *This section for U.S. Entities:* Zip Code [Look-up](#)

Congressional District: AZ-009 Zip Code+4: 85287-6011

ORSPA, KE
PO Box 876011
Tempe, AZ 85287-6011



Attachment 3B-2
Highest Compensated Officers

Subaward Number:
[REDACTED]

Subrecipient:

Institution Name: Arizona Board of Regents on behalf of Arizona State University

PI Name: [REDACTED]

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name: [REDACTED]

Officer 1 Compensation: [REDACTED]

Officer 2 Name: [REDACTED]

Officer 2 Compensation: [REDACTED]

Officer 3 Name: [REDACTED]

Officer 3 Compensation: [REDACTED]

Officer 4 Name: [REDACTED]

Officer 4 Compensation: [REDACTED]

Officer 5 Name: [REDACTED]

Officer 5 Compensation: [REDACTED]

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 30 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the Administrative Contact.

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Principal Investigator within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Principal Investigator within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: No
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="10"/> % Rate Type: <input type="text" value="Total Direct Costs"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
--	--

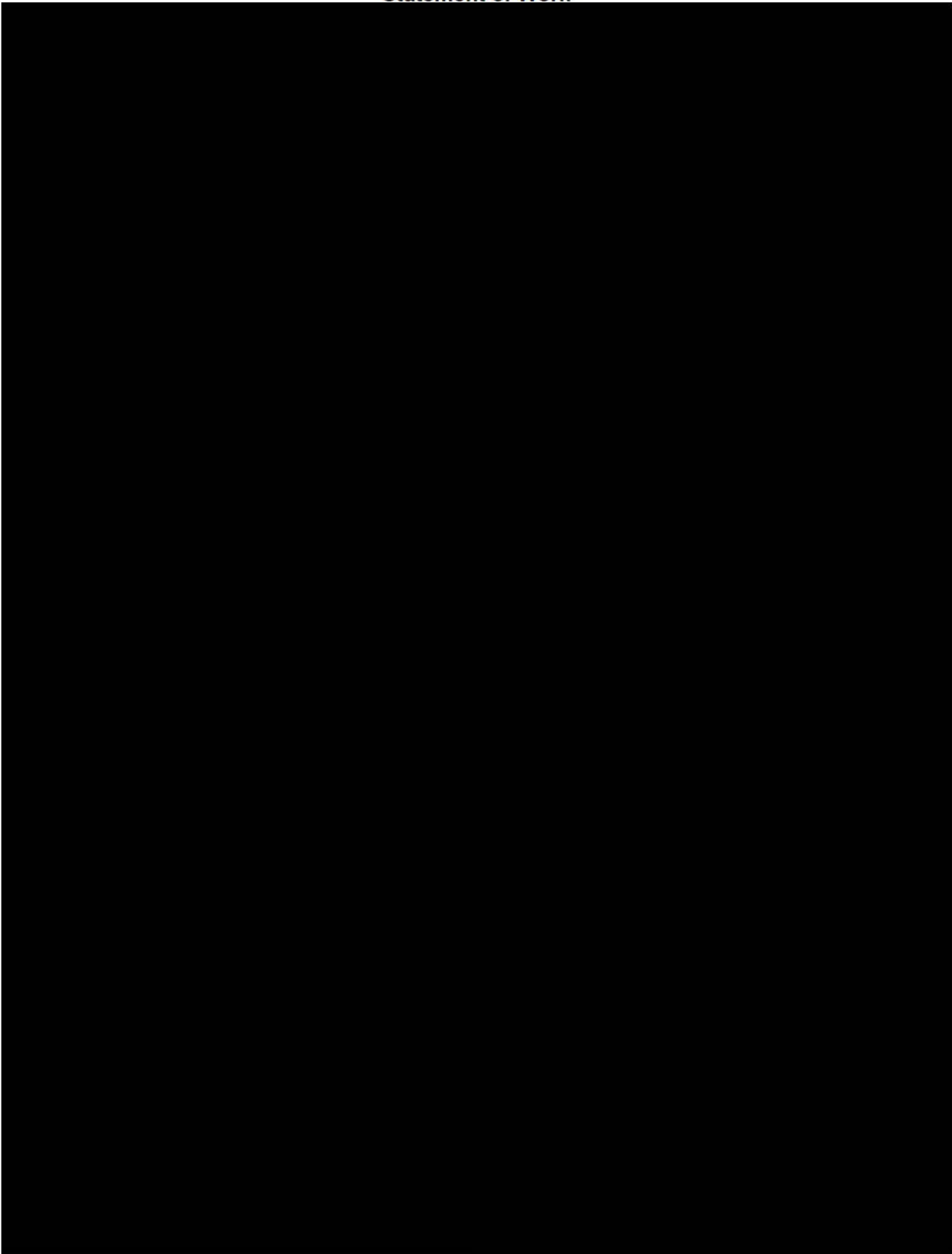
Budget Details Below Attached, pages

Budget Totals

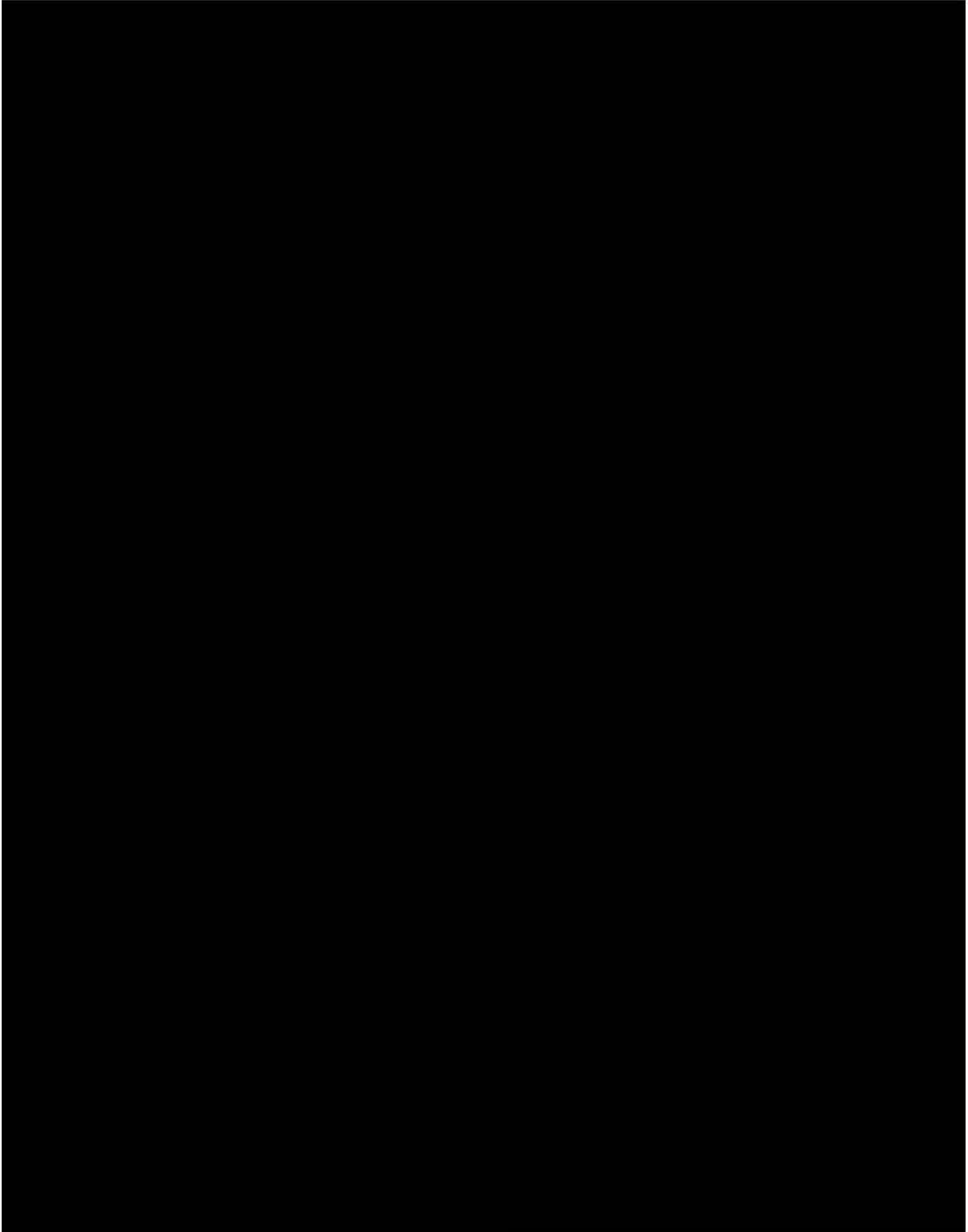
Direct Costs	\$ <input type="text" value="19,969.00"/>
Indirect Costs	\$ <input type="text" value="1,997.00"/>
Total Costs	\$ <input type="text" value="21,966.00"/>

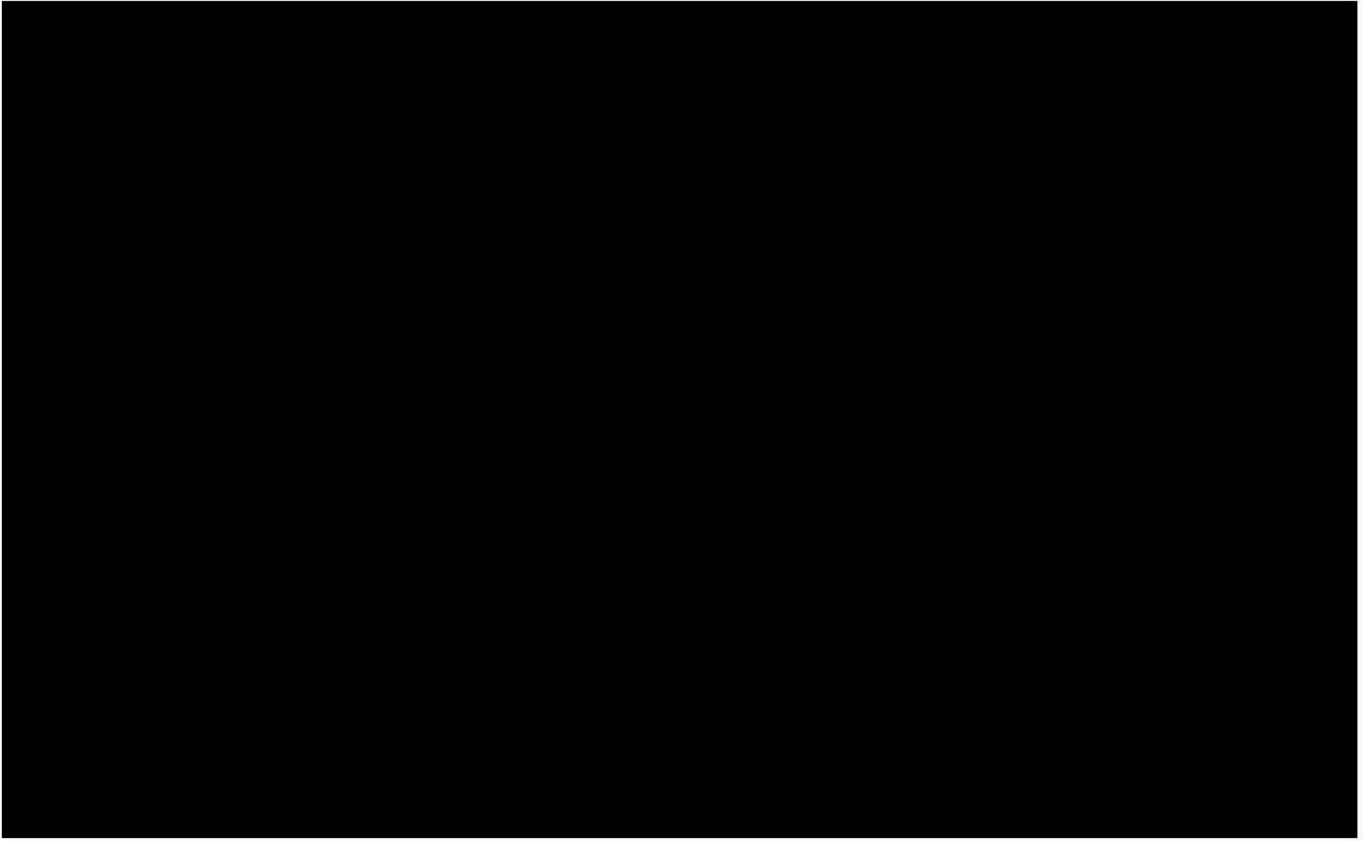
All amounts are in United States Dollars

Statement of Work



Arizona State University (ASU) Cost Proposal







Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

Intra-System Subaward Agreement (Federal Sponsor)
(SRS Administered for Both Parties)

Pass-through Entity (PTE): Texas A&M University System	Subrecipient: Texas A&M Engineering Experiment Station
--	--

Prime Award Issue Date: 31-JUL-2019	CFDA # 12.000	CFDA Title: Department of Defense
Is the Prime Award R and D?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10% de minimis IDC rate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Sponsor and Award # NA		
Project Title: Assessing Warfare in the Digital Age:-Developing a Net Assessment Framework to Define, Compare and Measure the Role of Information- in the Strategic Concepts, Objectives, Operations and Capabilities of-the Peoples Republic of China, the Russia Federation and the United States		
Subaward Period of Performance:	Start Date: 13-Feb-2020	End Date: 12-Feb-2021
Estimated Project Period: NA		
Amount Funded this Action: \$272,278.00		
Incrementally Funded Estimated Total: \$1,085,754.00		
Reporting Requirements <input type="checkbox"/> FFATA (See Attachment 3)	Cost Share Requirement: \$ NA	

- 1) PTE hereby awards a **COST REIMBURSABLE** Subaward, as described above, to Subrecipient. The statement of work and budget for this Subaward are attached and incorporated herein as Attachment 4. In its performance of the Subaward, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- 2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415(a).
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE **NOT LATER THAN 45** days after the end date of the project. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of a subsequent determination that unallowable costs were reimbursed. PTE reserves the right to reject an invoice in accordance with 2 CFR 200.305.
- 5) Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator. The parties shall cooperate on meeting the reporting requirements of the PTE's Prime Sponsor Award attached and incorporated as Attachment 2.
- 6) Any Subrecipient request requiring prior approval of the Prime Sponsor must be directed to the PTE through Texas A&M System Sponsored Research Services ("SRS"). Any requests for a no-cost extension must be submitted to PTE not less than thirty (30) days prior to the desired effective date of the requested change **and** not less than ten (10) days prior to the Prime Sponsor's due date for receiving the request, if any. Any changes made to this Subaward agreement require the written approval of each party's authorized official.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this Subaward with 30 days written notice to the other party. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200.
- 9) The Subaward is subject to the applicable terms and conditions of the PTE's Prime Sponsor Award which is attached and incorporated herein as Attachment 2.
- 10) Administration of this Subaward Agreement for both Parties shall be provided by SRS and is subject to: (a) TAMUS Policies & Regulations; (b) PTE and Subrecipient Rules and SAPs; and (c) SRS procedures.
- 11) PTE shall pay for services received from the PTE's account for the PTE award referenced above.
- 12) The Parties make the following certifications: (a) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected members of TAMUS; and (b) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- 13) Subrecipient certifies it has authority to perform the services contracted for by authority granted in Texas Education Code Chapter 86 if Subrecipient is TAMU; Chapter 87 if Subrecipient is any other System member university; Chapter 88 if Subrecipient is a System member agency; and Chapter 89 if Subrecipient is Texas A&M Health Science Center. PTE certifies that it has the authority to contract for the above services by authority granted in Texas Education Code Chapter 86 if PTE is Texas A&M University; Chapter 87 if PTE is any other System member university; Chapter 88 if PTE is a System member agency; and Chapter 89 if PTE is Texas A&M Health Science Center.
- 14) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.
- 15) In the event of any inconsistency between the provisions of this Subaward and those of the provisions of PTE's Prime Sponsor award, the inconsistency shall be resolved by giving precedence to the provisions of this Subaward.

Intra-System Subaward # M2000523
Attachment 1 - Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable.

If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or Subgrantee.

The Subrecipient shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

Attachment 2
PTE Award

SRS Intra-System CR
Federal Sponsor
Jan 2020

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQ0642920179		PAGE 1 OF 25	
2. CONTRACT NO. [REDACTED]		3. AWARD/EFFECTIVE DATE 31-Jul-2019		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY [REDACTED] CODE [REDACTED]		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541720 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20,500,000					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO OSD NET ASSESSMENT TRACY WHITTLESEY 1920 DEFENSE PENTAGON ROOM 3A932 WASHINGTON DC 20301 CODE [REDACTED]		16. ADMINISTERED BY SEE ITEM 9 CODE [REDACTED]					
17a. CONTRACTOR/OFFEROR TEXAS A&M UNIVERSITY SYSTEM, THE [REDACTED] TELEPHONE NO. 979.845.8630 CODE [REDACTED]		FACILITY CODE [REDACTED]		18a. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT DIRECTORATE/WHS [REDACTED] CODE [REDACTED]			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a, UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$272,278.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>			1. REQUISITION NUMBER HQ0942920179		PAGE 1 OF 25	
2. CONTRACT NO. [REDACTED]		3. AWARD/EFFECTIVE DATE 31-Jul-2019	4. ORDER NUMBER		5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
TEL: FAX:		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) EUGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541720 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
[REDACTED]		16. ADMINISTERED BY				CODE
[REDACTED]		SEE ITEM 9				
[REDACTED]		[REDACTED]				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$272,278.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29. AWARD OF CONTRACT; REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
[REDACTED]						

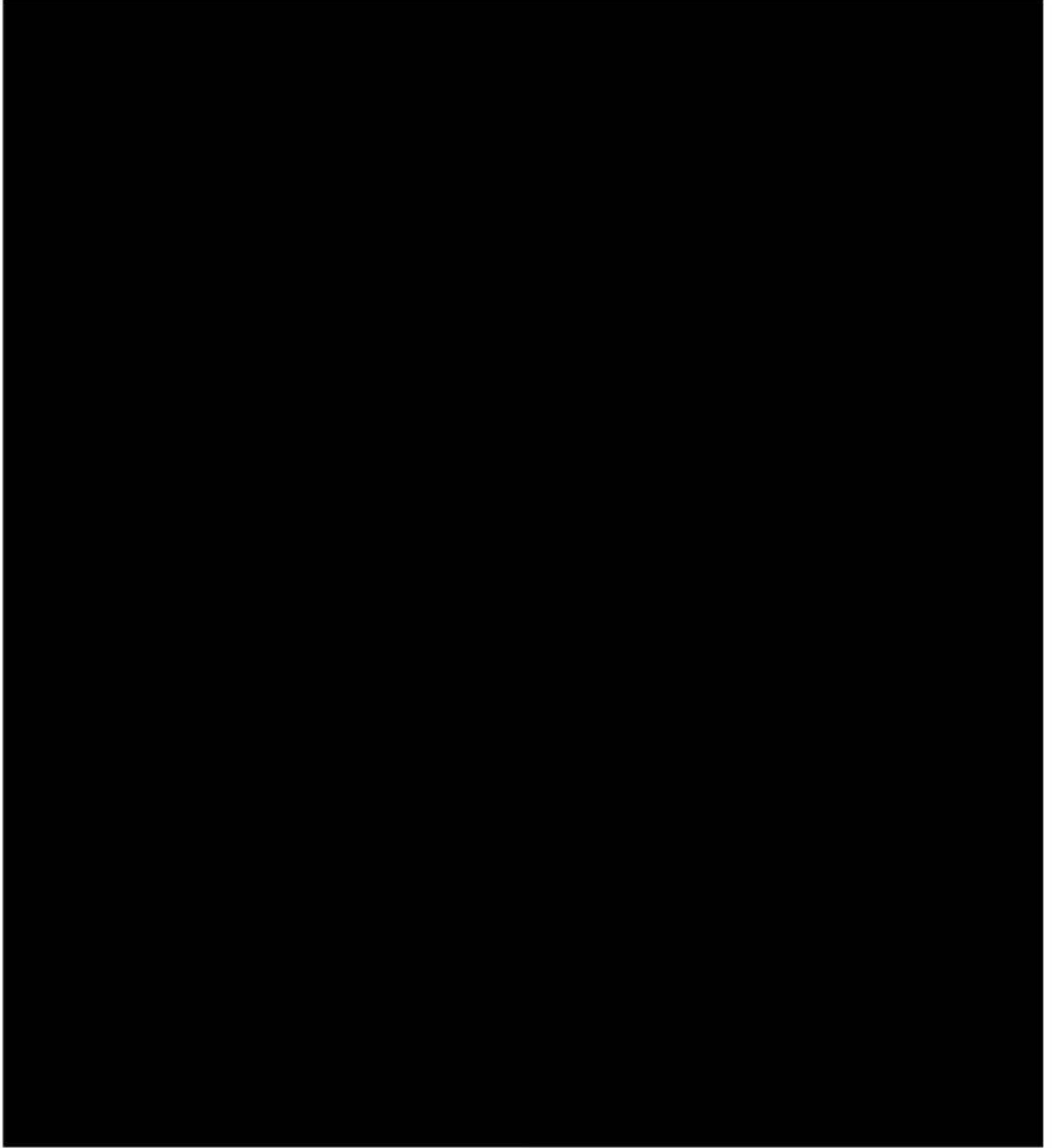
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER [REDACTED]		PAGE 1 OF 25	
2. CONTRACT NO. [REDACTED]		3. AWARD/EFFECTIVE DATE 31-Jul-2019		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY [REDACTED] CODE [REDACTED]		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541720 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20,500,000					
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15. DELIVER TO [REDACTED] CODE [REDACTED]		16. ADMINISTERED BY [REDACTED] CODE [REDACTED] SEE ITEM 9					
17a. CONTRACTOR/OFFEROR TEXAS A&M UNIVERSITY SYSTEM, THE [REDACTED] TELEPHONE NO. 979.845.8630		17a. CONTRACTOR/OFFEROR CODE [REDACTED] FACILITY CODE [REDACTED]		18a. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT DIRECTORATE/WHS [REDACTED] CODE [REDACTED]			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a, UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
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<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
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30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 25	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (<i>Location</i>)		
41c. DATE			42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS



Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK



Each of the three powers has sought to apply digitization of information to the strategic level of their respective national policies and strategies. While acknowledging the significance of this effort, it is not the objective of the proposed study.

Likewise, as a matter of scope, the proposed study will address the US and the PRC. The “military scientific” work Russia has done on the subject will be consulted and where appropriate addressed.

The objective of the proposed study is to test the hypothesis that digitized warfare has or will change the conduct of warfare and in what ways.

2. PERIOD OF PERFORMANCE

12-month Base Year and Two 12-month Option Years.

Base Year: July 31, 2019 – July 30, 2020

Option Year One: July 31, 2020 – July 30, 2021

Option Year Two: July 31, 2021 – July 30, 2022

3. GENERAL REQUIREMENTS

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations.

3.1. Non-Personal Services

The services and performance required under this contract are determined to be not inherently governmental. The contractor shall not perform or give the appearance of performing inherently governmental functions as described in FAR Part 2 and Subpart 7.5, and all applicable Department of Defense (DoD) policy. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. All contractor personnel shall identify themselves as contracted support personnel in all forms of communication with all entities with whom the Office of Net Assessment (ONA) have business dealings. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

3.2. Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirements specified herein. The Contractor shall manage the timeliness, completeness, and quality of the contract deliverables. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of all contractor personnel (including subcontractors). The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

3.3. Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this requirement. The Contractor must maintain continuity between ONA and the Contractor's corporate offices.

The Contractor shall establish processes and assign appropriate resources to effectively administer this contract. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact (the Contracting Officer's Representative (COR)) between the Government and contractor personnel assigned to support this contract.

3.4. Contractor Personnel, Disciplines, and Specialties

While the end product or deliverable is vital to successful performance, oversight also includes client interaction and responsiveness. Accordingly, the Contractor is required to proactively maintain assigned tasks, and be responsive to all entities with professional business dealings related to the assigned tasks.

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this work statement and keep the Government informed of personnel extended absences. The Contractor shall keep in mind that the stability and continuity of the workforce are essential.

4. APPROACH

The proposed study will:

- identify, based on developments in the last two decades, what the US and the PRC might anticipate the operational level impact to be of digitization of warfare in the 2025-2030 timeframe;
- examine and compare the efforts of the US and China, primarily, to integrate and exploit digitization in doctrine, concept development and the acquisition and deployment (including force structure, organization) of requisite capabilities;
- assess whether and in what ways the incorporation of digitized warfare has led to changes in how they expect to conduct warfare;
- extrapolate potential lines of development of digitized warfare at the operational level, looking for developments that might result in fundamental changes in warfare through the adoption of “information command;”
- create a framework for assessing the implications of changes—modest or more fundamental—on the operational concepts and material capabilities as they might relate in scenarios designed to test relative advantage gained or lost by on side *vis* the other.

The anticipated results of the study include:

- a cogent description of the potential impact of digitization on operational art;
- criteria by which to assess the activity and success of the US and the PRC in adopting digitized operational concepts and the value each ascribes to the capability;
- an appreciation for the potential evolution of digitized operational concepts of the US and the PRC into: information command” and a framework for assessing relative advantage.

5. TASKS AND DELIVERABLES

5.1 Tasks.

Base Year

TASK 1: Concept definition and capability identification:

- a. Identify concepts that have driven the baseline “information” capabilities of the US and PRC since the early 2000s;
- b. Extend the trend lines through 2025/2030 for US and PRC relative to the role and mission of “information” as reflected in doctrine, concept development for combat operations and acquisition of capabilities;
 - i. This timeline has the virtue of capturing the modernization programs underway in the US and the PRC

TASK 2: Extrapolate those trend lines toward “information command” concepts beyond 2030 considering anticipated technology developments, evolving force balances, changing geopolitical conditions, etc., assuming resourcing of capabilities;

- c. Complete a comparative assessment of capabilities, as reflected in doctrine, concept development and acquisition.
 - i. Circa 2025/2030
 - ii. Beyond 2030

TASK 3: Final report

Option Year 1

TASK 1: Anticipated benefits of digitized warfare for the US and PRC:

- a. Identify adjustments to the respective forces considering anticipated benefits, e.g.,
 - i. Organization
 - ii. Manning
 - iii. Command(s)
 - iv. Declaratory doctrine
 - v. Technology development and roadmaps for investment

TASK 2: Identify the “limits” of expectation as reflected in, e.g.,

- vi. Doctrinal debate
- vii. Budgetary allocations
- viii. Contingency planning

TASK 3: Scenario development building on 1. and 2.

- ix. Precise contours to be developed in consultation with the sponsor
- x. Assessment of scenarios through a workshop for each

TASK 4: Comparative assessment of trends in progress toward information command

TASK 5: Deliverable

Option Year 2

TASK 1: Propose a framework for a net assessment of digitized warfare

- a. Present anticipated status of information command in the doctrine, concept development and forces of the US and PRC post- 2030
- b. Perform a SWOT analysis as each might of its own capabilities
- c. Perform a SWOT analysis as each might of the other’s capabilities

TASK 2: Identify the metrics each might propose to establish the effectiveness of “information command” on operations;

TASK 3: Develop a scenario to highlight the implications of the success/failure to gain information command poses to US/PRC strategic concepts, objectives and plans.

TASK 4: Deliverable

5.2 Deliverables

All deliverables will be provided in both paper and electronic formats. Two paper copies and one electronic version on CD-ROM. The COR has the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection.

Base Year. The first-year deliverable will be a briefing of ~50 slides that

1. Reflects the results of the concept definition and capabilities identification phase and,
2. Proposes a way ahead for the second year that expands to workshops and scenario development designed to provide greater visibility into operational implications of digitization and its potential evolution to information command.

Option Year One. Option year one would deliver two scenarios, in briefing format, each 35-50 slides,

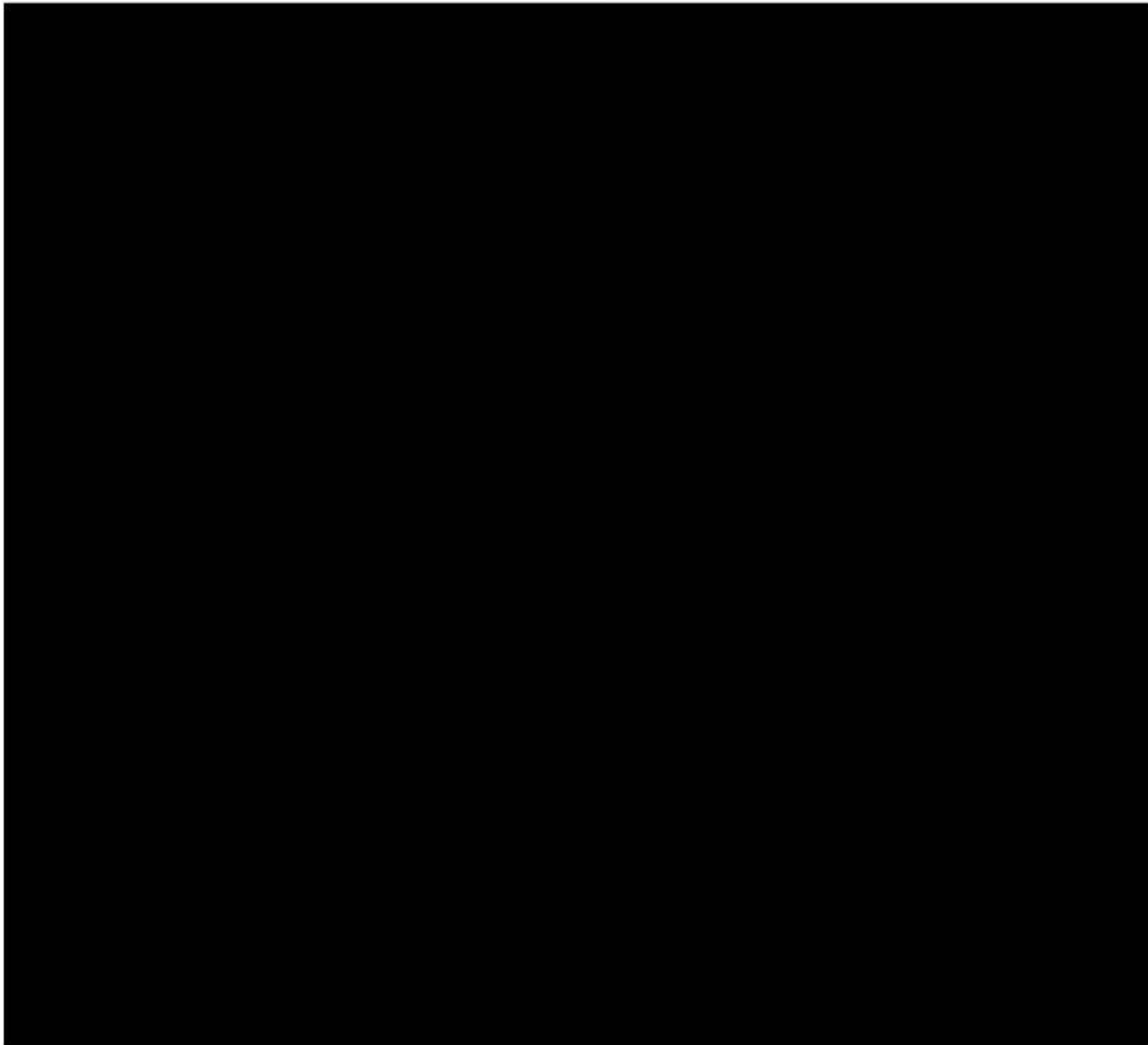
1. Reflecting the adjustments in the respective military capabilities of the US and PRC as a result of digitization,
2. The relative advantages conveyed and indications of further evolution toward information command;
3. Criteria for a net assessment would be developed through the workshops held to examine the two scenarios.

Option Year Two. Option year two would deliver two briefings:

1. Briefing of ~50 slides:



- a. Framework for a net assessment of digitized warfare
 - b. Criteria for assessing evolution toward and implementation of information command;
2. Briefing of ~50 slides presenting a scenario and workshop results examining the implications of adopting information command capabilities by the US and PRC.



6. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

6.1 Travel and ODCs

Contractor travel will comply with FAR 31.205-46, "Travel Costs." Contractors will be required to travel as part of this contract. If written evidence of COR approval for contractor overnight travel, that deviates from the statement of work, cannot be provided upon request of the government official inspecting or accepting vendor invoices, reimbursement for such travel may be denied. The contractor must be able to support emerging travel requirements and/or as required by the ONA for times within the period of performance. All travel surge requirements will be contingent on the availability of government funding.

ODCs shall not include any cost for food. Food is not allowable and will not be reimbursed.

6.2 Kick-off Meeting

If the Office of Net Assessment determines a kick-off meeting is required, the Contractor shall participate in a kick-off meeting with ONA no later than (NLT) forty-five (45) working days after contract award date to discuss details of the contract, confirm schedule, and format of deliverables.

6.3 Deliverables and Departing Personnel

All contract deliverables are expected to continue regardless of any departing or on-boarding of personnel or any vacant positions. Contractor shall notify the COR and Contracting Officer of any personnel leaving from the contract at least 15 days prior to the departure date. The backfill for any vacant position shall be filled within thirty (30) calendar days. Vendor shall provide replacement personnel that have the minimum qualifications as required by the contract.

6.4 Classification

The project work may be up to the TS/SCI level.

6.5 Non-Disclosure Statements

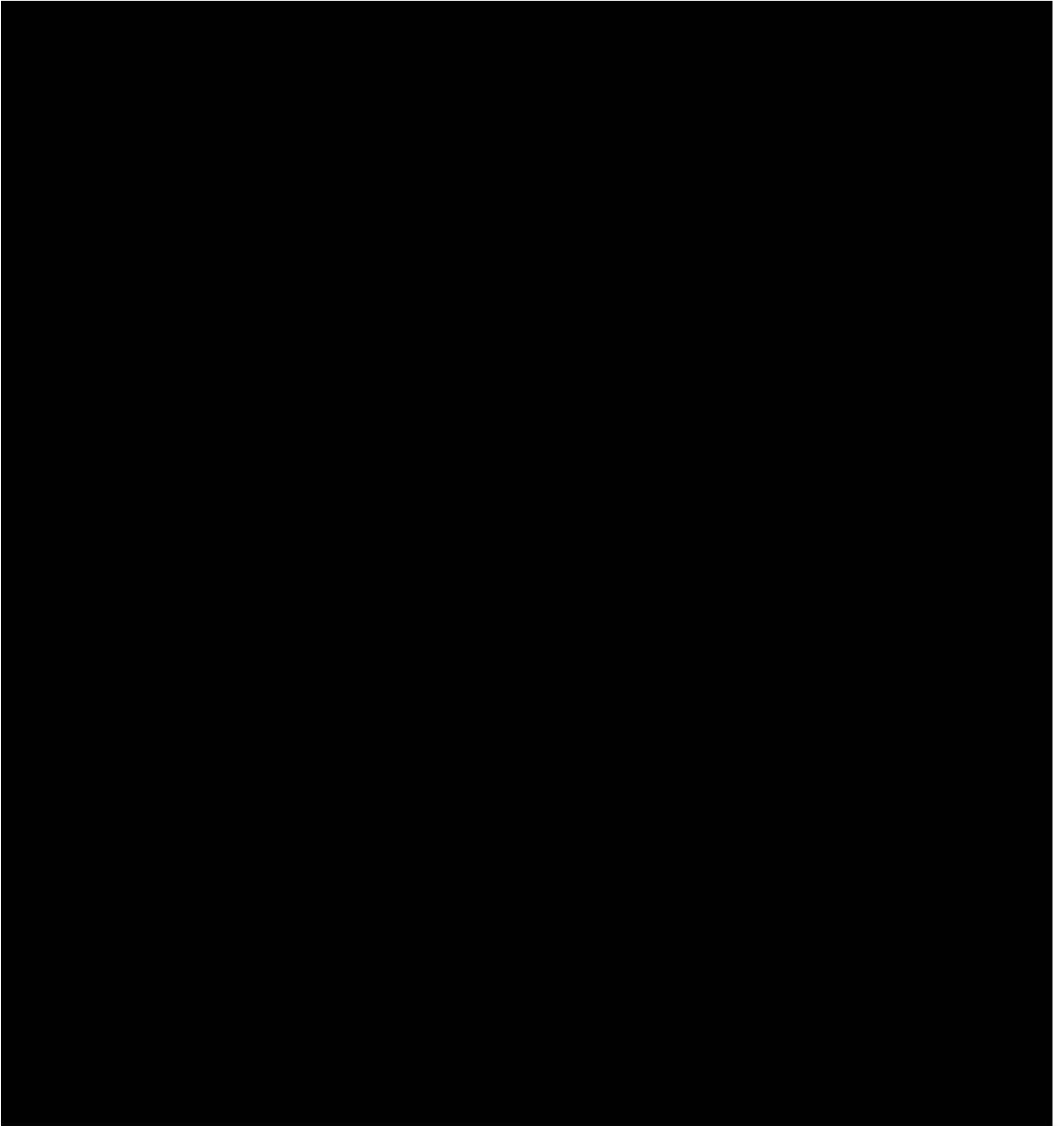
The Contractor shall not publish or disclose in any manner, without the Office of Net Assessment's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

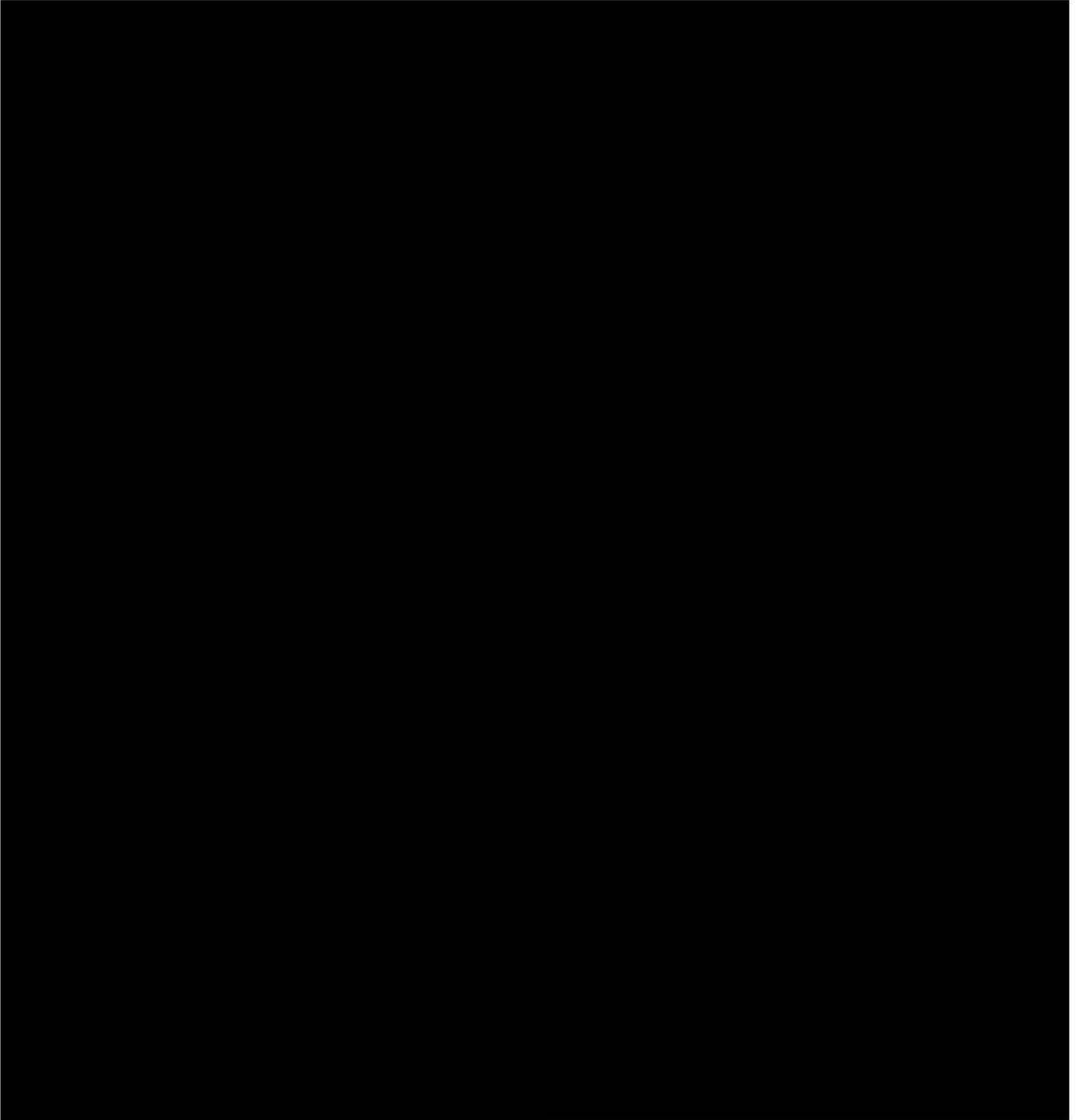
6.6 Releases or Publications

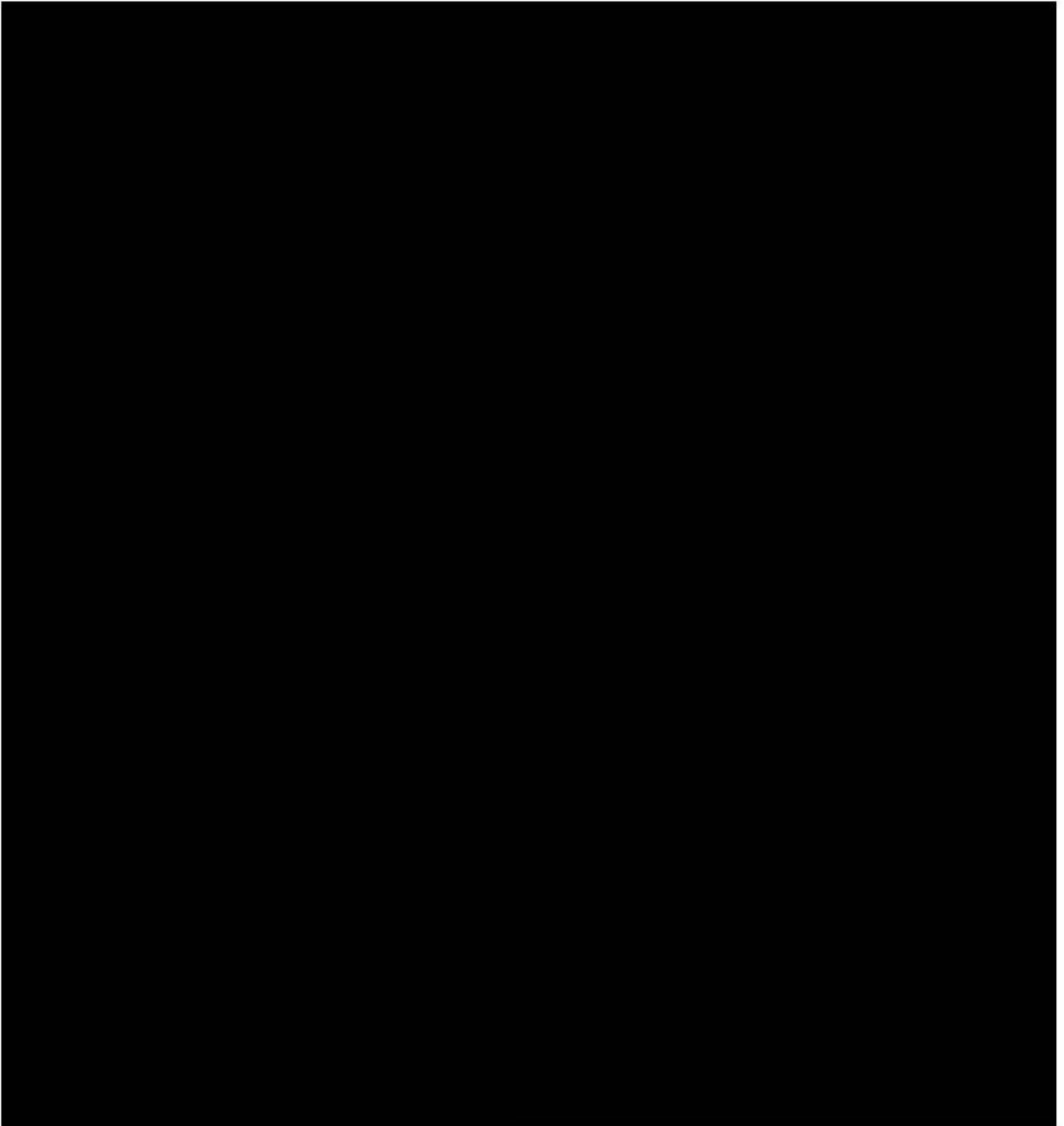
No insights or outputs from this effort shall be openly published without prior approval from The Office of Net Assessments, even at the unclassified level. No exceptions

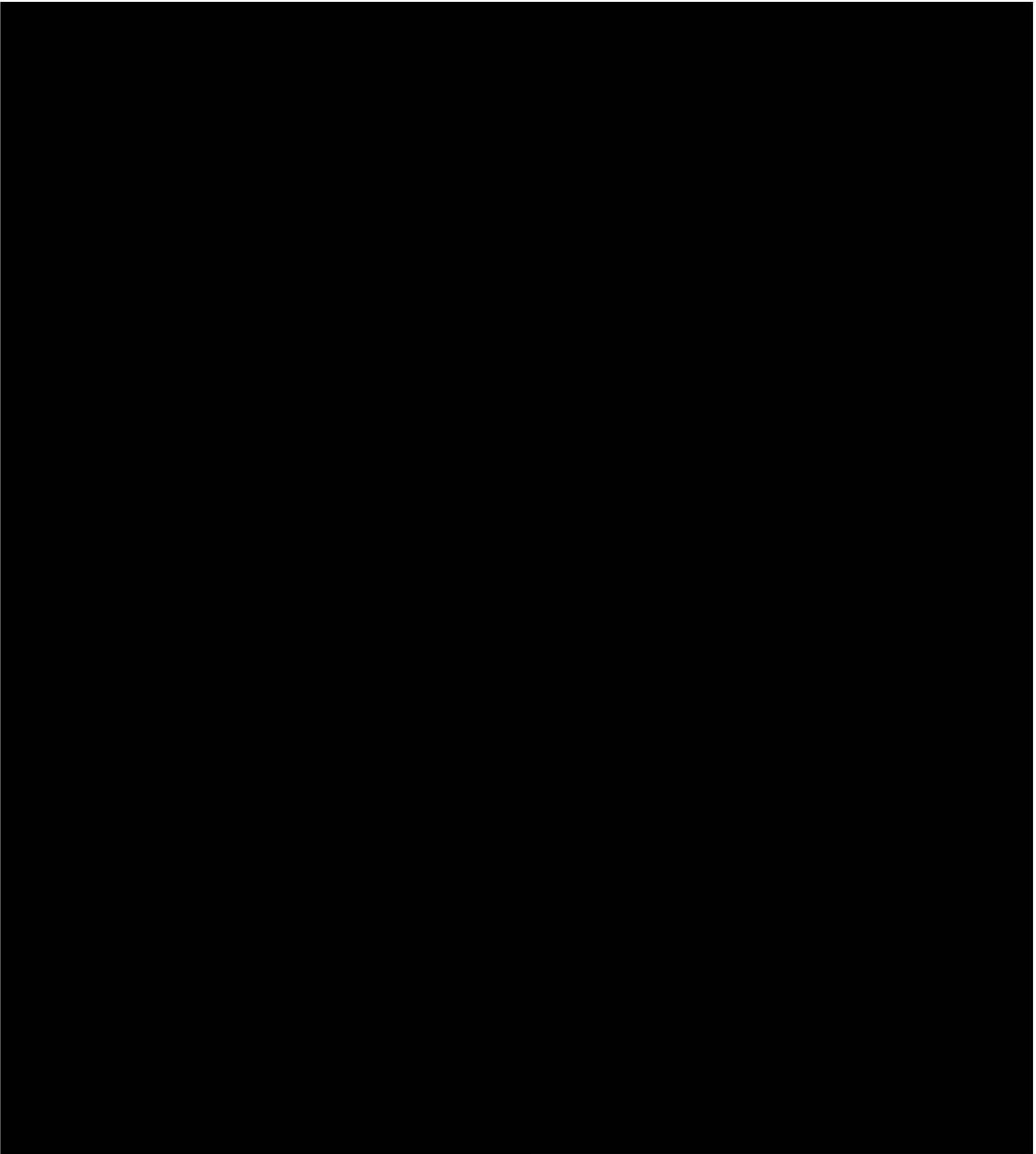
6.7 Media Inquiries

The contractor shall not respond to any media inquiries. Any inquiries from the media shall be immediately relayed to the OSD Public Affairs Office. There shall be no interviews, comments, or any other response without the knowledge and approval of the Director, OSD Public Affairs Office.

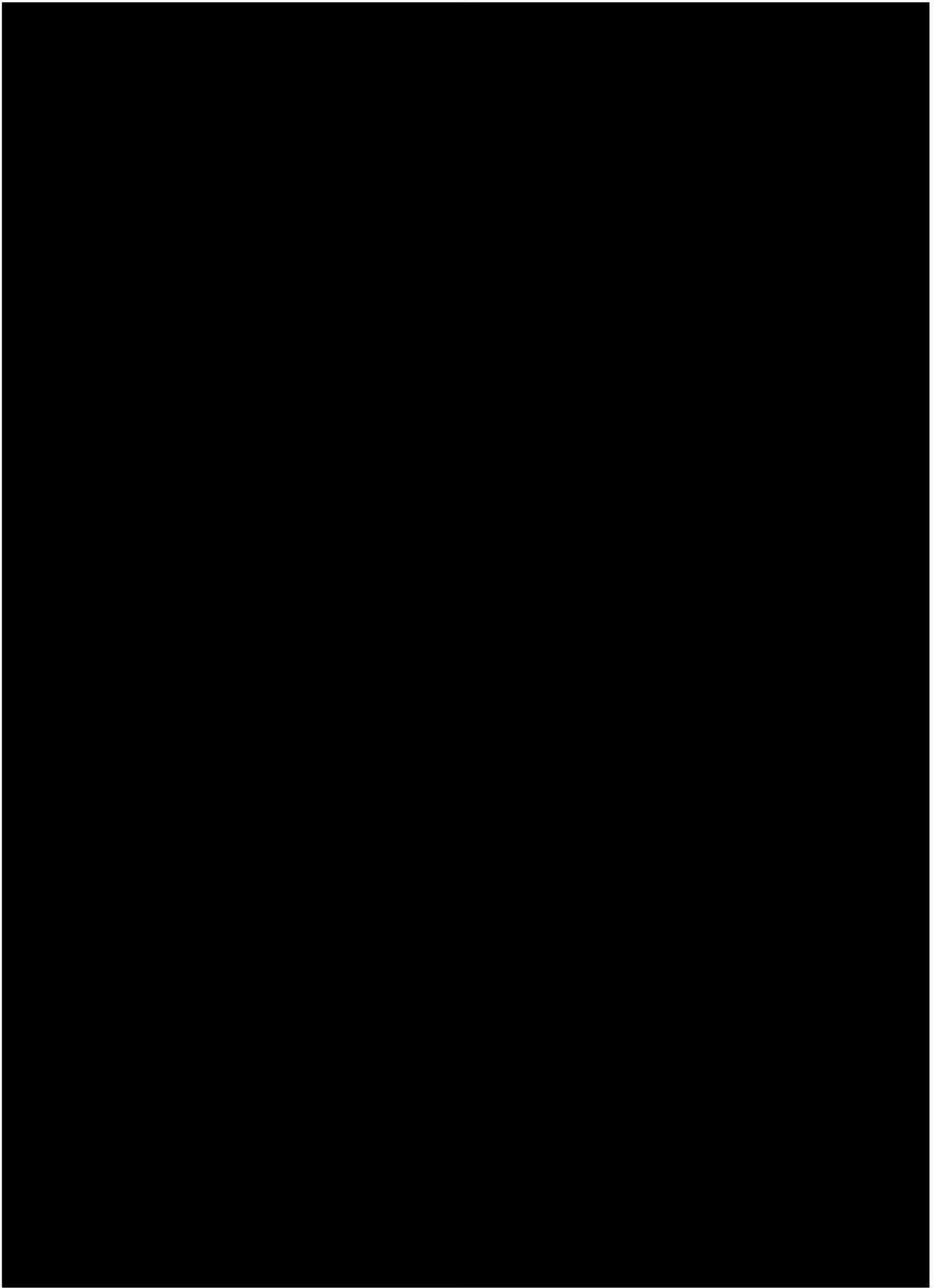








DELIVERY INFORMATION



CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-1	Instructions to Offerors--Commercial Items	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-5	Evaluation Of Options	JUL 1990
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-14	Limitations On Subcontracting	JAN 2017
52.222-3	Convict Labor	JUN 2003
52.222-7	Withholding of Funds	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.237-3	Continuity Of Services	JAN 1991
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

- ___ (ii) Alternate I (NOV 2011).
- ___ (iii) Alternate II (NOV 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Aug 2018) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- ___ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- ___ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

- ____ (ii) Alternate I (July 2014) of 52.222-36.
- ____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-16.
- ____ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ____ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

____ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

_____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 15 days before the end of the contract.option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 months.

(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://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/Far1toc.htm#TopOfPage>

(End of clause)

252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of

objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is:

(end of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

_____ N/A _____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

_____ 2 in 1 _____

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0768
Issue By DoDAAC	HQ0034

Admin DoDAAC**	HQ0067
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HQ0067
Service Acceptor (DoDAAC)	HQ0067
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

tracy.m.whittlesey.civ@mail.mil

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

tracy.m.whittlesey.civ@mail.mil

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

(End of clause)

252.237-9000 WHS/AD LOCAL CLAUSE: MANDATORY CONTRACTOR MANPOWER REPORTING (MAR 2015)

(a) The Contractor shall report **all** contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

(b) There are four separate ECMRA tools at the ECMRA website: Army, Air Force, Navy and All Other Defense Components. The appropriate ECMRA reporting tool to use is determined by the requiring activity being supported by the service. The Contractor shall use the "All Other Defense Components" tool unless otherwise directed by the Contracting Officer's Representative or Contracting Officer.

(c) Reporting inputs will be for the labor executed during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate ECMRA tool to establish the basic contract record no later than 15 business days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the Contracting Officer when the basic contract record has been established in the appropriate ECMRA tool.

(d) Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil>.
[Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]
(end of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 16
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 13-Feb-2020	4. REQUISITION/PURCHASE REQ. NO. [REDACTED]	5. PROJECT NO. (if applicable)	
[REDACTED]				
CODE [REDACTED]	FACILITY CODE	10B. DATED (SEE ITEM 13) X 31-Jul-2019		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 - Types of Contract Modifications.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: beah192703 The purpose of this modification is to: (1) remove clauses not applicable to this contract (252-237-9000). (2) include Mr. Jared Hill as the POC for contracting concerns. (3) include the DD254. (4) POF changed for all CLINs.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
[REDACTED]				

(b)(6)
(bealt192703)
Page 2 of 16

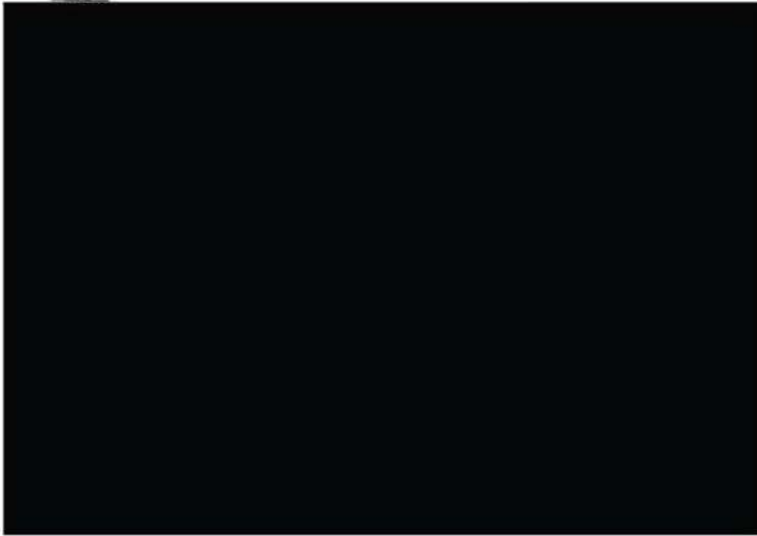
SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

POCS



SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

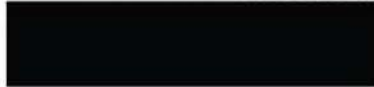
The vendor signature required has changed from required to not required.

The number of award copies required 1 has been deleted.

The facility code 7B133 has been added.

The contractor organization below has been deleted:

TEXAS A&M UNIVERSITY SYSTEM, THE



DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
---------------	----------	-----------------

DODAAC / CAGE

POP 31-JUL-2019 TO 30-JUL-2020 N/A

To:

DELIVERY DATE QUANTITY

POP 13-FEB-2020 TO 12-FEB-2021 N/A

The following Delivery Schedule item for CLIN 0003

DELIVERY DATE QUANTITY

POP 31-JUL-2019 TO 30-JUL-2020 N/A

To:

DELIVERY DATE QUANTITY

POP 13-FEB-2020 TO 12-FEB-2021 N/A

The following Delivery Schedule item for CLIN 0003

DELIVERY DATE QUANTITY



POP 31-JUL-2019 TO N/A
30-JUL-2020

To:

DELIVERY DATE QUANTITY

POP 13-FEB-2020 TO N/A
12-FEB-2021

The following Delivery Schedule item for CLIN 1001 has

DELIVERY DATE QUANTITY

POP 31-JUL-2020 TO N/A
30-JUL-2021

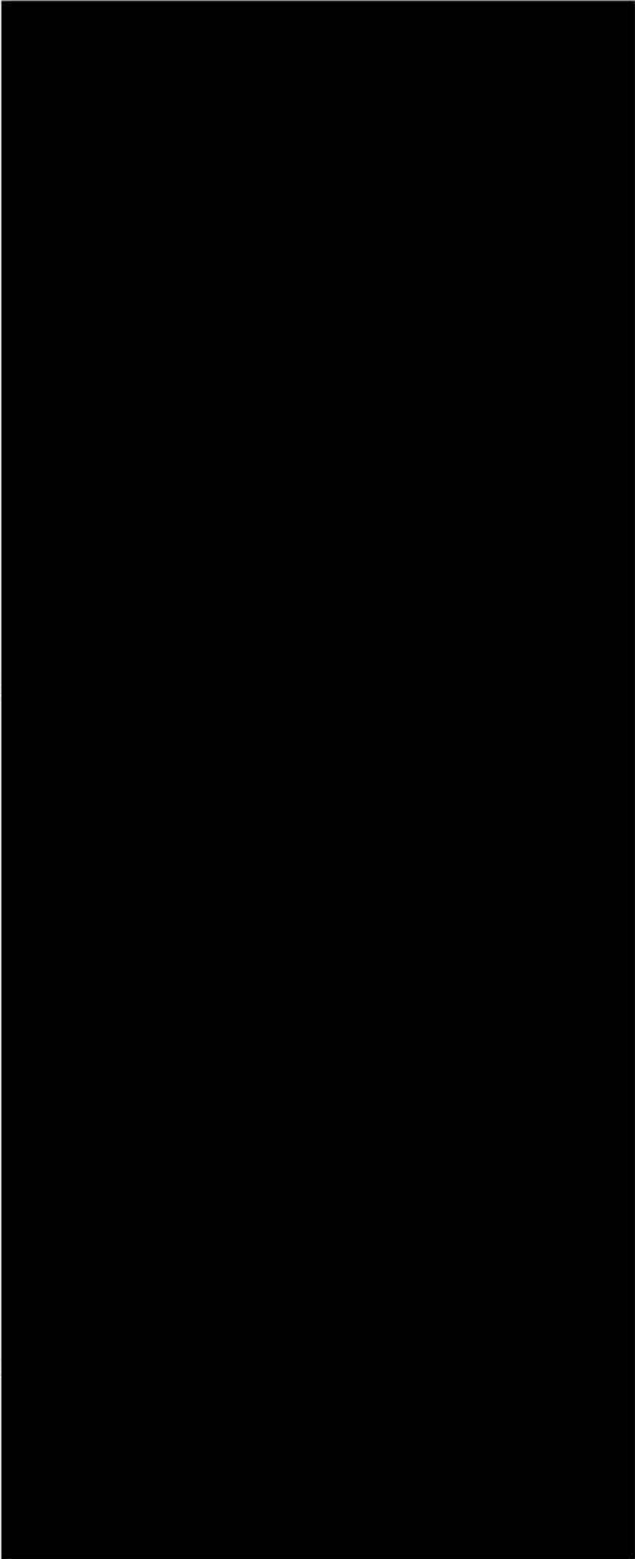
To:

DELIVERY DATE QUANTITY

POP 13-FEB-2021 TO N/A
12-FEB-2022

The following Delivery Schedule item for CLIN 1002 has

DELIVERY DATE QUANTITY



POP 31-JUL-2020 TO 30-JUL-2021 N/A

To:

DELIVERY DATE QUANTITY

POP 13-FEB-2021 TO 12-FEB-2022 N/A

The following Delivery Schedule item for CLIN 1003

DELIVERY DATE QUANTITY

POP 31-JUL-2020 TO 30-JUL-2021 N/A

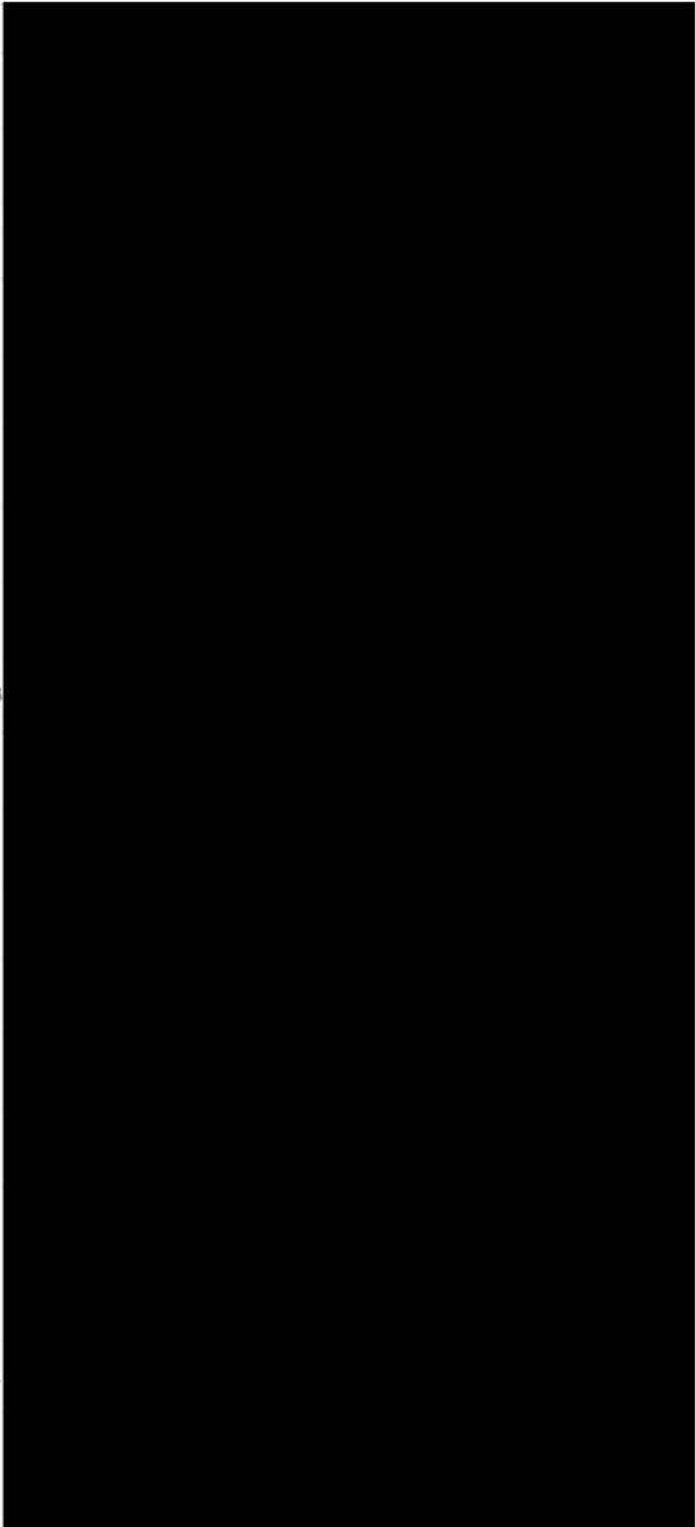
To:

DELIVERY DATE QUANTITY

POP 13-FEB-2021 TO 12-FEB-2022 N/A

The following Delivery Schedule item for CLIN 1004

DELIVERY DATE QUANTITY



POP 31-JUL-2020 TO 30-JUL-2021 N/A

To

DELIVERY DATE QUANTITY

POP 13-FEB-2021 TO 12-FEB-2022 N/A

The following Delivery Schedule item for CLIN 2001 h

DELIVERY DATE QUANTITY

POP 31-JUL-2021 TO 30-JUL-2022 N/A

To

DELIVERY DATE QUANTITY

POP 13-FEB-2022 TO 12-FEB-2023 N/A

The following Delivery Schedule item for CLIN 2002 h

DELIVERY DATE QUANTITY



POP 31-JUL-2021 TO 30-JUL-2022 N/A

To:

DELIVERY DATE QUANTITY

POP 13-FEB-2022 TO 12-FEB-2023 N/A

The following Delivery Schedule item for CLIN 2003 P

DELIVERY DATE QUANTITY

POP 31-JUL-2021 TO 30-JUL-2022 N/A

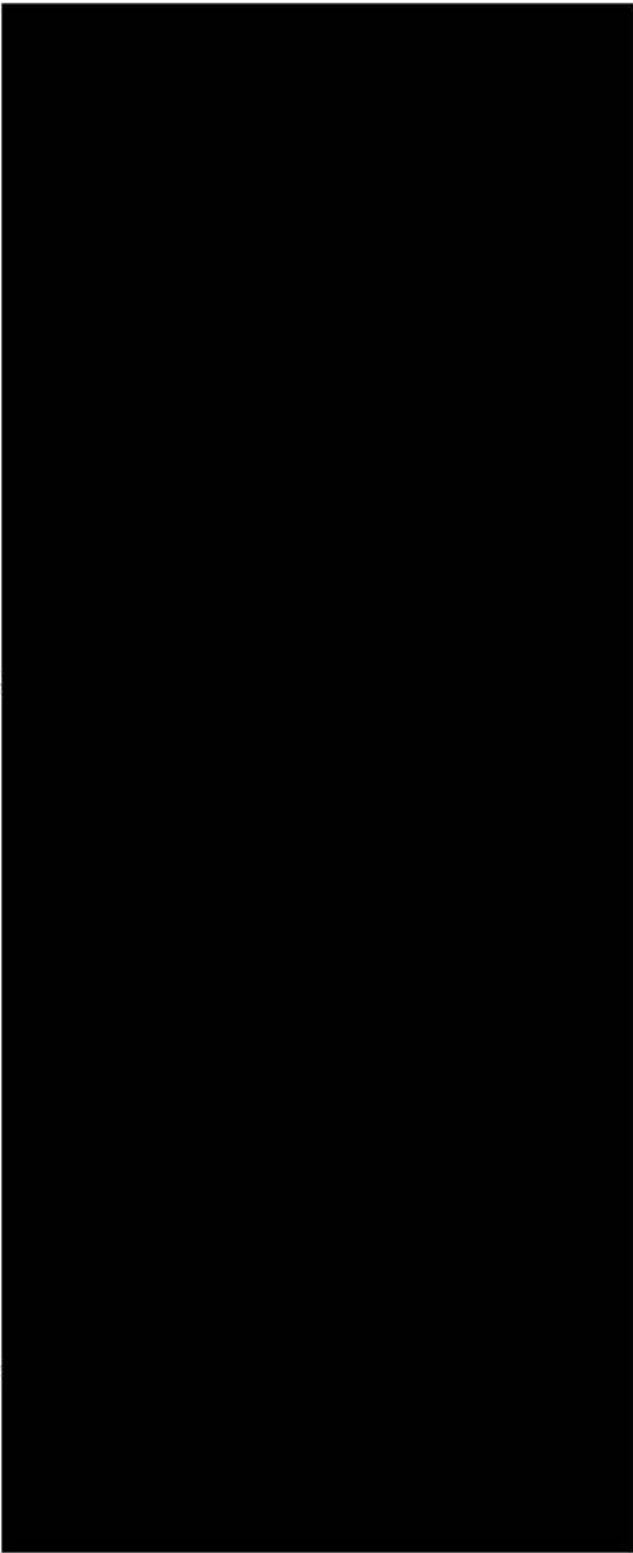
To:

DELIVERY DATE QUANTITY

POP 13-FEB-2022 TO 12-FEB-2023 N/A

The following Delivery Schedule item for CLIN 2004 P

DELIVERY DATE QUANTITY

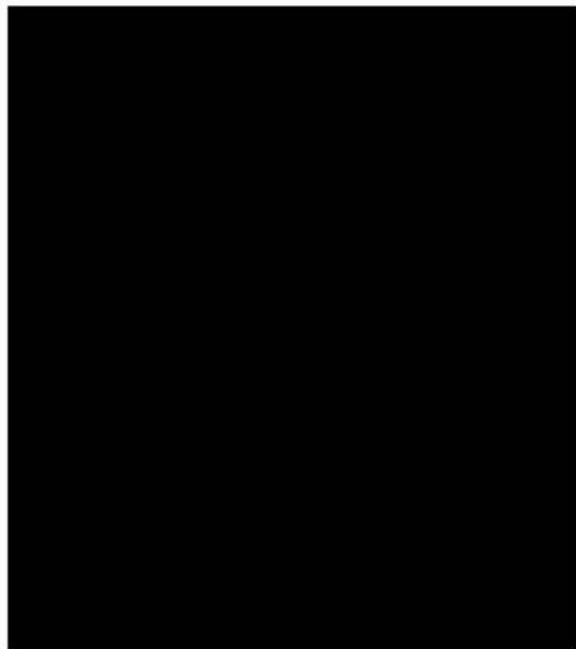


POP 31-JUL-2021 TO N/A
30-JUL-2022

To:

DELIVERY DATE QUANTITY

POP 13-FEB-2022 TO N/A
12-FEB-2023



The following have been added by full text:
DD254
See DD254 Attached, dated June 26, 2019.

The following have been modified:

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or

action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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 1 day before the end of the contract option.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(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://farsite.hill.af.mil/regis/ml/regis/far2afmefars/fardfars/far/Far1toc.htm#TopOfPage>

(End of clause)

If any of the referenced clauses are not applicable, as determined by the Contracting Officer, by their terms or prescription, they may be deemed unenforceable.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

_____ N/A _____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

_____ 2 in 1 _____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

(b) (5) - ACP
(b) (5) - DPP
(bealt192703)
Page 16 of 16

tracey@whittlesey.civ@mail.mil

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

(End of clause)

The following have been deleted:

252.237-9000	WHS/AD LOCAL CLAUSE: MANDATORY CONTRACTOR MANPOWER REPORTING (MAR 2015)	MAR 2015
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(End of Summary of Changes)

CLASSIFICATION (When filled in): Unclassified

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <small>(The requirements of the National Industrial Security Program (NISIP) apply to all security aspects of this effort involving classified information.)</small>		OMB No. 0704-0567 OMB approval expires: October 31, 2020
<p>The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p style="text-align: center;">RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.</p>		
1. CLEARANCE AND SAFEGUARDING		
a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED <small>(See instructions)</small> Top Secret	b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/ MATERIAL REQUIRED AT CONTRACTOR FACILITY Secret	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable.)</i> <input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER <small>(See instructions)</small> [REDACTED] <input type="checkbox"/> b. SUBCONTRACT NUMBER <input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD)		3. THIS SPECIFICATION IS: <i>(X and complete as applicable.)</i> <input checked="" type="checkbox"/> a. ORIGINAL <small>(Complete date in all cases.)</small> DATE (YYYYMMDD) 20190625 <input type="checkbox"/> b. REVISED <small>(Supersedes all previous specifications.)</small> REVISION NO. DATE (YYYYMMDD) <input type="checkbox"/> c. FINAL <small>(Complete Item 5 in all cases.)</small> DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>If yes, complete the following:</i> Classified material received or generated under _____ <small>(Preceding Contract Number)</small> is transferred to this follow-on contract.		
5. IS THIS A FINAL DD FORM 254? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>If yes, complete the following:</i> In response to the contractor's request dated _____, retention of the classified material is authorized for the period of: _____		
6. CONTRACTOR <small>(Include Commercial and Government Entity (CAGE) Code)</small>		
a. NAME, ADDRESS, AND ZIP CODE The Texas A&M University System [REDACTED]	b. CAGE CODE 7B133	c. COGNIZANT SECURITY OFFICE(S) (CSO) <small>(Name, Address, ZIP Code, Telephone required, Email Address optional)</small> DSS/IFSO [REDACTED]
7. SUBCONTRACTOR(S) <small>(Click button if you choose to add or list the subcontractors - but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)</small>		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE(S) (CSO) <small>(Name, Address, ZIP Code, Telephone required, Email Address optional)</small>
8. ACTUAL PERFORMANCE <small>(Click button to add more locations.)</small>		
a. LOCATION(S) <small>(For actual performance, see instructions)</small> [REDACTED]	b. CAGE CODE <small>(If applicable, see instructions.)</small>	c. COGNIZANT SECURITY OFFICE(S) (CSO) <small>(Name, Address, ZIP Code, Telephone required, Email Address optional)</small>
a. LOCATION(S) <small>(For actual performance, see instructions)</small> The Texas A&M University System DBA: Texas A&M Engineering Experiment Station [REDACTED]	b. CAGE CODE <small>(If applicable, see instructions.)</small> 7B133	c. COGNIZANT SECURITY OFFICE(S) (CSO) <small>(Name, Address, ZIP Code, Telephone required, Email Address optional)</small> DSS/IFSO [REDACTED]
9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT To provide contract support to the Office of Net Assessment.		

CLASSIFICATION (When filled in): Unclassified

<p>10. CONTRACTOR WILL REQUIRE ACCESS TO: <i>(X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION <input checked="" type="checkbox"/> b. RESTRICTED DATA <input checked="" type="checkbox"/> c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI) <i>(If CNWDI applies, RESTRICTED DATA must also be marked.)</i> <input checked="" type="checkbox"/> d. FORMERLY RESTRICTED DATA e. NATIONAL INTELLIGENCE INFORMATION: <input checked="" type="checkbox"/> (1) Sensitive Compartmented Information (SCI) <input checked="" type="checkbox"/> (2) Non-SCI </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION <input type="checkbox"/> g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION <input type="checkbox"/> h. FOREIGN GOVERNMENT INFORMATION <input type="checkbox"/> i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION <input checked="" type="checkbox"/> j. CONTROLLED UNCLASSIFIED INFORMATION (CUI) <i>(See instructions.)</i> <input checked="" type="checkbox"/> k. OTHER (Specify) <i>(See instructions.)</i> See attachment </td> </tr> </table>		<input type="checkbox"/> a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION <input checked="" type="checkbox"/> b. RESTRICTED DATA <input checked="" type="checkbox"/> c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI) <i>(If CNWDI applies, RESTRICTED DATA must also be marked.)</i> <input checked="" type="checkbox"/> d. FORMERLY RESTRICTED DATA e. NATIONAL INTELLIGENCE INFORMATION: <input checked="" type="checkbox"/> (1) Sensitive Compartmented Information (SCI) <input checked="" type="checkbox"/> (2) Non-SCI	<input type="checkbox"/> f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION <input type="checkbox"/> g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION <input type="checkbox"/> h. FOREIGN GOVERNMENT INFORMATION <input type="checkbox"/> i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION <input checked="" type="checkbox"/> j. CONTROLLED UNCLASSIFIED INFORMATION (CUI) <i>(See instructions.)</i> <input checked="" type="checkbox"/> k. OTHER (Specify) <i>(See instructions.)</i> See attachment				
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<p>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: <i>(X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY <i>(Applicable only if there is no access or storage required at contractor facility. See instructions.)</i> <input type="checkbox"/> b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY <input checked="" type="checkbox"/> c. RECEIVE, STORE, AND GENERATE CLASSIFIED INFORMATION OR MATERIAL <input type="checkbox"/> d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE <input type="checkbox"/> e. PERFORM SERVICES ONLY <input type="checkbox"/> f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES </td> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER <input type="checkbox"/> h. REQUIRE A COMSEC ACCOUNT <input type="checkbox"/> i. HAVE A TEMPEST REQUIREMENT <input type="checkbox"/> j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS <input type="checkbox"/> k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE <input checked="" type="checkbox"/> l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI). <i>(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI protection requirements. Non-DoD Components: see instructions.)</i> <input checked="" type="checkbox"/> m. OTHER (Specify) <i>(See instructions.)</i> See attachment </td> </tr> </table>		<input type="checkbox"/> a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY <i>(Applicable only if there is no access or storage required at contractor facility. See instructions.)</i> <input type="checkbox"/> b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY <input checked="" type="checkbox"/> c. RECEIVE, STORE, AND GENERATE CLASSIFIED INFORMATION OR MATERIAL <input type="checkbox"/> d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE <input type="checkbox"/> e. PERFORM SERVICES ONLY <input type="checkbox"/> f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/> g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER <input type="checkbox"/> h. REQUIRE A COMSEC ACCOUNT <input type="checkbox"/> i. HAVE A TEMPEST REQUIREMENT <input type="checkbox"/> j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS <input type="checkbox"/> k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE <input checked="" type="checkbox"/> l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI). <i>(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI protection requirements. Non-DoD Components: see instructions.)</i> <input checked="" type="checkbox"/> m. OTHER (Specify) <i>(See instructions.)</i> See attachment				
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<p>12. PUBLIC RELEASE</p> <p>Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPOM) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. <i>(See instructions)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"> <input type="checkbox"/> DIRECT </td> <td style="width: 33%; border: none;"> <input checked="" type="checkbox"/> THROUGH <i>(Specify below)</i> </td> <td style="width: 34%; border: none;"> Public Release Authority: </td> </tr> <tr> <td colspan="2" style="border: none;"> Director Freedom of Information & Security Review, 3100 Defense Pentagon, Room 2C757, Washington, DC 20301 </td> <td style="border: none;"></td> </tr> </table>		<input type="checkbox"/> DIRECT	<input checked="" type="checkbox"/> THROUGH <i>(Specify below)</i>	Public Release Authority:	Director Freedom of Information & Security Review, 3100 Defense Pentagon, Room 2C757, Washington, DC 20301		
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Director Freedom of Information & Security Review, 3100 Defense Pentagon, Room 2C757, Washington, DC 20301							
<p>13. SECURITY GUIDANCE</p> <p>The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. <i>(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)</i></p> <p>The Contractor will be required to have a TOP SECRET facility clearance granted by the Defense Security Service (DSS) prior to contract implementation. This contract will only be used to support ONA efforts. Prior approval must be obtained from the COR to utilize this contract to approve or reestablish any existing systems accreditations or approvals.</p> <p>All applicable provision of DoD 5220.22M and it supplements apply.</p>							

CLASSIFICATION (When filled in): Unclassified

List of Attachments [1] (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)		
Updated_Block 13 Continuation Attachment_KRG edits.pdf		
PFPA Industrial Security	NAME & TITLE OF REVIEWING OFFICIAL	SIGNATURE
14. ADDITIONAL SECURITY REQUIREMENTS Requirements, in addition to NISPOM requirements for classified information, are established for this contract. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <i>If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)</i>		
See security addendum (cont block 13)		
15. INSPECTIONS Elements of this contract are outside the inspection responsibility of the CSO. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <i>If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)</i>		
The SSO DIA has exclusive security responsibility for all SCI classified material released to or developed under the contract. DSS is relieved of security inspection responsibility for all such material. DIA is responsible for reviewing all the contracts SCIF documentations to ensure compliance with SCIF directives and regulations. DSS retains oversight/inspection responsibility for collateral information and facility clearance requirements. Prior approval of COR is required for subcontracting. COR: Tracy Whittlesey, OSD/NA , 703-692-3823.		
16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC)		
a. GCA NAME	c. ADDRESS (Include ZIP Code)	d. POC NAME
17. CERTIFICATION AND SIGNATURES Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing item 17h, no changes can be made as the form will be locked.		
a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial) <i>(See Instructions)</i>		

CLASSIFICATION (When filled in): Unclassified

	d. AAC OF THE CONTRACTING OFFICE <i>(See Instructions)</i>	h. SIGNATURE
	e. CAGE CODE OF THE PRIME CONTRACTOR <i>(See Instructions)</i>	
	f. TELEPHONE <i>(Include Area Code)</i> [REDACTED]	i. DATE SIGNED <i>(See Instructions)</i>
	g. EMAIL ADDRESS <i>(See Instructions)</i>	

15. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHER AS NECESSARY *(If more room is needed, continue in Item 13 or on additional page if necessary.)*

Attachment 1 to the DD Form 254.

Continuation for Block 13, DD Form 254 for contract number: HQ0034-19

1. **General:** This contract involves varying levels of classified access and clearance requirements based on individual office and mission requirements. Contractors shall follow all applicable Standard Office Procedures.
 - a. All contractor personnel performing under this contract shall possess a minimum of a (Top Secret) and briefed at the SCI level, unless otherwise specified.
 - b. Following the major heading below there are variable provisions, which the applicability is indicated by a block marked by the COR/CM as applicable or not applicable as appropriate to this contract. Provisions not containing this variable indicating not applicable will apply in all cases to performance of this contract.
 - c. Prior approval of the contracting activity and concurrence of the COR/CM is required for any subcontracting.
 - d. No electronic devices are authorized in ONA spaces.
 - e. All contractor personnel performing under this contract for ONA shall be required to sign and execute a proprietary information non-disclosure statement. The proprietary information non-disclosure statement must be executed prior to performing any work under this contract within ONA spaces. The proprietary information non-disclosure will be maintained on file within the ONA. Contractor personnel who refuse to sign the proprietary information non-disclosure statement will not be permitted to support ONA

2. **Top Secret Clearance.** *(Item 1a must be marked Top Secret for this to apply)*
Specified positions designated by the Contracting Officers Representative (COR) or Contract Monitor (CM) will require a Top Secret clearance and briefed for SCI.

Applicable Not Applicable.

3. **Actual Performance.** *(Item 8a must be marked "See Item 13" and applies if 11a is marked yes)* List location(s) of performance ALC.

4. **COMSEC information.** *(Applies if block 10a is marked yes)*

Applicable Not Applicable.

Attachment 1 to the DD Form 254.

5. **Restricted Data.** *(Applies if block 10b is marked yes)* Access to RESTRICTED DATA, information which is classified and controlled under the Atomic Energy Act of 1954, or CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI) is required. A final U.S. Government (Top Secret or Secret) clearance is required for this project. Information in this category relates to: (1) the design, manufacture or utilization of atomic weapons, (2) the production of special nuclear material; or, (3) the use of special nuclear material in the production of energy. Information of this category shall not be disseminated outside official and authorized channels without the consent of the originator. Access to and dissemination of this information shall be governed by DoD Instruction 5210.02.

Applicable Not Applicable.

6. **CNWDI Information.** *(Applies if 10c is yes)* Contract personnel are permitted access to CNWDI in the performance of this contract. The government program manager or designated representative will brief all contractors prior to granting access to CNWDI information. Contractor must be briefed by an appropriate government agent and follow the guidelines as outline in DoD Instruction 5210.02.

Applicable Not Applicable.

7. **Formerly Restricted Data.** *(Applies if block 10d is marked yes)*

Applicable Not Applicable.

8. **SCI Requirement.** *(Applies if 10e(1) is yes)* Performance requiring access to or at the SCI level shall be governed by the SCI addendum titled “**Release Of Sensitive Compartmented Information (SCI) Intelligence Information To Us Contractors**”. Prior approval of contracting activity is required for subcontracting. Access to Intelligence information requires SCI indoctrination and a final Top Secret U.S. Government clearance. Contractor will require access IAW to DCID 6/4 (ICD 704), and ICD 710. The names of contractor personnel requiring access to SCI shall be submitted to the contracting officer's representative (COR) for approval. The COR will approve nominations. Notification of any visits on behalf of ONA will be provided to the COR for awareness.

Applicable Not Applicable.

9. **Non SCI Intelligence.** *(Applies if 10e(2) is yes)* Performance requiring access to Non-SCI intelligence information shall be governed by the addendum titled “**Release of Non-SCI Intelligence Information to DoD Contractors**” Contractor will comply with ICD 503.

Attachment 1 to the DD Form 254.

Applicable Not Applicable.

10. Special Access Provisions Apply. (*Applies if block 10f is marked yes*)

Applicable Not Applicable.

11. NATO Information. (*Applies if block 10g is marked yes*)

Applicable Not Applicable.

12. Foreign Government Information. (*Applies if block 10h is marked yes*)
IAW with NISPOM.

Applicable Not Applicable.

13. ACCM Information. (*Applies if block 10i is marked yes*)

Applicable Not Applicable.

14. CUI Information. (*Applies if block 10j is marked yes*) Controlled Unclassified Information under this contract shall be safeguarded as specified in DoD 5200.01-V4 "DoD Information Security Program: Controlled Unclassified Information (CUI)". Contractor will have access to unclassified sensitive information normally identified as For Official Use Only (FOUO), Privacy Act information, Sensitive but Unclassified and Law Enforcement Sensitive. Contractor shall follow the safeguarding requirements in DoD 5200.01-V1-4, Information Security Program and USD(I) guidance for safeguarding unclassified sensitive information. DoD 5400.7-R, DoD Freedom of Information Act Program applies.

Applicable Not Applicable.

15. Performance in Government Facilities. (*Mark block 10k yes*) This contract requires personnel to perform work in direct support of ONA staff and will require individuals to work within cleared facilities. All contractor personnel under this contract who have access to classified information must possess a U.S. clearance. The Contract Monitor will provide security classification guidance for the performance of this contract as required.

Contract performance is restricted to: specified locations identified in the contract when classifying information follow appropriate classification guidance along with ONA security classification guidance under the performance of this contract. Cleared personnel are required to perform this service because access to classified information cannot be precluded. The contractor is not authorized to release classified information to any activity or person, including sub-contractors, without

Attachment 1 to the DD Form 254.

the government Contracting Officer Representative's (COR) written approval. Only with the expressed permission of the government COR may the contractor reproduce any classified information/material outside of this contract. All requirements for control and accounting for original documentation and copies apply. All classified information must be marked in accordance with Executive Order 13526. All applicable provisions of DoD 5220.22M, National Industrial Security Program Operating Manual (NISPOM) and supplements apply.

Applicable Not Applicable.

- a. This contract requires personnel to perform work in direct support of ONA ONA and may require individuals to obtain and maintain government issued building access cards to enable performance within Government controlled facilities. As a condition of this contract, all personnel issued government access cards are required to ensure the card is returned to the ONA Security office upon removal from the contract or termination of employment under this contract. Applies in all cases where paragraph 15 above is marked applicable.

16. Common Access Cards. This contract may requires personnel to obtain the Government issued Common Access Card in order to provide identification or to access government computer systems. As such, all contractor personnel are required to coordinate with the ONA Security to obtain a CAC. As a condition of this contract, all personnel issued Government Common Access Cards are required to ensure the card is returned to the ONA Security Office or the CAC Coordinator upon removal from the contract or termination of employment under this contract.

Applicable Not Applicable.

17. NIPRNET access required. *(Mark block 10k yes)* This contract may require the contractor to access and use the unclassified government computer system known as the NIPRNET at government locations. All provisions of DoD Information Technology Security Certification and Accreditation Process (DITSCAP) apply. This system is Unclassified only, and inappropriate or improper use of the system will result in a reportable incident to the Defense Security Service.

Applicable Not Applicable

18. SIPRNET access required. *(Mark block 10k yes)* This contract may require the contractor to access and use the classified government computer system known as the SIPRNET at government locations. All provisions of DoD Information Technology Security Certification and Accreditation Process (DITSCAP) apply. This system is authorized for use to but not exceeding the Secret level only and inappropriate or improper use of the system will result in a reportable incident to

Attachment 1 to the DD Form 254.

the Defense Security Service. SIPR tokens will be issued by the government agency, if required.

Applicable Not Applicable.

- 19. JWICS access required.** *(Mark block 10k yes)* This contract may require the contractor to access and use the classified government computer system known as the JWICS at government locations. All provisions of DoD Information Technology Security Certification and Accreditation Process (DITSCAP) apply. This system is authorized for use to but not exceeding the Secret level only and inappropriate or improper use of the system will result in a reportable incident to the Defense Security Service. JWICS account will be sponsor by the government agency, if required.

Applicable Not Applicable.

- 20. Have access to classified information only at another contractor's facility or a government activity.** *(Applies if block 11a is marked yes)* If other than ONA, upon approval for CM. Performance of work will be at ONA and Texas' A&M University. CM must approved work at another location.

Applicable Not Applicable.

- 21. Receive and store Classified Documents.** *(8a and applies if 11b is marked yes)*

Applicable Not Applicable.

- 22. Receive, store, and Generate classified material.** *(Applies if block 11c is marked yes)*

Applicable Not Applicable.

- 23. Fabricate, Modify, or Store Classified Hardware.** *(Applies if 11d is marked yes)* Contractor may fabricate, modify, receive, and generate classified information and hardware. Contractor is authorized to process and store up to and including (SCI) information and hardware at contract facility listed in 6a. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need-to-know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the CM. Applies in all cases where paragraph 20 above is marked applicable.

Attachment 1 to the DD Form 254.

Applicable Not Applicable.

24. Perform Services Only. *(Mark block 11e yes)*

Applicable Not Applicable.

25. Have access to classified outside the U.S. *(Applies if 11f is marked yes) .*

Applicable Not Applicable.

26. Government Travel. *(Applies if 11f is marked yes)*

Applicable Not Applicable.

27. DTIC Access Required. *(Mark block 11g is marked yes)* Contractor is authorized to use the services of the Defense Technical Information Center (DTIC) and is required to prepare and process DD Form 1540. Contracting Officials, with concurrence from the program manager/project manager, must review and approve contractors need-to-know and ensure all identified DTIC information requirements are within Scope of Work prior to approving the DD Form 1540. Certification of need-to-know and use of DTIC field of interest register for the acquisition of reference materials classified through Top Secret/RD, disclosures authorizations, and visits clearance approvals, fall under the responsibility of the Contract Monitor (CM).

Applicable Not Applicable.

28. Require a COMSEC Account. *(Mark block 11h yes)*

Applicable Not Applicable.

29. Emissions Security (AKA) TEMPEST. *(Applies if block 11i is marked yes)*

Applicable Not Applicable.

30. Operations Security. *(Applies if block 11j is marked yes)* The contractor shall comply with OPSEC requirements specified in DoD 5220-22-M, National Industrial Security Program Operating Manual (NISPOM). OPSEC requirements are applicable to the contractor.

Applicable Not Applicable.

31. Authorized to use Defense Courier Service. *(Applies if 11k is marked yes)*

Applicable Not Applicable.

Attachment 1 to the DD Form 254.

32. Courier authorizations. *(Mark block 11k yes)* This contract requires personnel to obtain Courier Authorization. All courier authorizations will be in accordance with the NISPOM. As such, all contractor personnel are required to obtain courier cards from their FSO.

Applicable Not Applicable.

33. Receive, Store or Generate CUI Information. *(Mark 11l Applies if block 10j is marked yes)* Controlled Unclassified Information under this contract shall be safeguarded as specified in DoD 5200.01-V4 "DoD Information Security Program: Controlled Unclassified Information (CUI)". Contractor will have access to unclassified sensitive information normally identified as For Official Use Only (FOUO), Privacy Act information, Sensitive but Unclassified and Law Enforcement Sensitive. Contractor shall follow the safeguarding requirements in DoD 5200.01-V1-4, Information Security Program and USD(I) guidance for safeguarding unclassified sensitive information. DoD 5400.7-R, DoD Freedom of Information Act Program applies.

Applicable Not Applicable.

34. Performance as Activity Security Representatives. *(Mark block 11m yes)*

Applicable Not Applicable.

35. IT Operation and Support Positions. *(Mark block 11m yes)* Contractor will require access to sensitive unclassified government automated information systems (AIS) at different levels.

Applicable Not Applicable.

Attachment 2 to the DD Form 254.

FOUO REQUIREMENTS FOR DOD CONTRACTORS

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) materials:

1. **HANDLING:** Access to FOUO material shall be limited to those employees needing the material to perform their duties. The FOUO marking is assigned to material created by a DoD User Agency. FOUO is not a classification, but requires extra precautions to ensure it is not released to the public.
2. **MARKING:** Mark unclassified documents containing FOUO: “FOR OFFICIAL USE ONLY at the bottom of each page and back cover (if any). In a classified document:
 - a. Mark individual paragraph that contains FOUO, but not classified material by placing “FOUO at the beginning of the paragraph.
 - b. Mark top and bottom of each page that has both FOUO and classified material with the highest security classification of the material on that page.
 - c. Mark “FOUO at the bottom of each page that has FOUO but not classified material.
 - d. If a classified document also contains FOUO material or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page under the classification marking: “NOTE: If declassified, review the document to make sure the material is not FOUO and not exempt under DoD Regulation 5400.7 before public release.
 - e. Mark other records such as computer print outs, photographs, films, tapes, or slides FOR OFFICIAL USE ONLY” so the receiver or viewer knows the record contains FOUO material.
 - f. Mark each part of a message that contains FOUO material. Unclassified messages containing FOUO material must show the abbreviation “FOUO before the text begins.
 - g. Ensure documents that transmit FOUO material call attention to any FOUO attachments.

Attachment 2 to the DD Form 254.

- h. FOUO material released to a contractor by a DoD user agency must have the following statement on the front page or cover: 11-118 DOCUMENT CONTAINS MATERIAL EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION(S) _____ APPLY.”
3. **STORAGE:** During normal duty hours, place FOUO material in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the material. After normal duty hours, store FOUO material to prevent unauthorized access. File with other unclassified records in unlocked files or desks when internal building security is provided. When there is no internal security, locked buildings or rooms usually provide adequate after hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO material is prohibited –
4. **TRANSMISSION:** FOUO documents and materials may be transmitted via first class mail, parcel post or for bulky shipments- fourth class mail. Within the CONUS discussion of FOUO material on the telephone is authorized if necessary for the performance of the contract. Electronic transmission of FOUO information (voice, data or facsimile) should be by approved secure communications systems whenever practical.
5. **RELEASE:** FOUO material shall not be released outside of the contractor’s facility except to the representative of the DOD.
6. **DESTRUCTION:** When no longer needed FOUO material shall be disposed of by a method that precludes its disclosure to unauthorized individuals.

Attachment 3 to the DD Form 254.

**Release of Non-SCI Intelligence Information to DoD
Contractors**

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: [REDACTED]
CONTRACT EXPIRATION DATE: 12 months from date of contract
award or as extended by contract modification.

1. Requirements for access to non-SCI:
 - a. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
 - b. The contractor must not reproduce intelligence material without the written permission of the originating agency through the DIA/SSO. If permission is granted, each copy shall be controlled in the same manner as the original.
 - c. The contractor must not destroy any intelligence material without advance approval or as specified by the contract monitor (CM). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
 - d. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the CM.
 - e. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
 - f. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except

Attachment 3 to the DD Form 254.

with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contract monitor and shall include:

- (1) A copy of the proposed disclosure.
- (2) Full justification reflecting the benefits to US interests.
- (3) Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.

g. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see IW regulations) are authorized in writing by the CM.

h. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

i. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contract monitor unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the CM for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.

j. Classification, regrading, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If

Attachment 3 to the DD Form 254.

a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contract monitor. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.

2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence which clearly identifies, or would reasonably permit ready identification of an intelligence source or method which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.

b. "Authorized for Release to (Name of Country(ies)/International Organization." The above is abbreviated "REL _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

3. The following procedures govern the use of control markings.

a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the CM. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients.

Attachment 3 to the DD Form 254.

Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.

c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. 13526 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

4. Request for release of intelligence material to a contractor must be prepared by the contract monitor (CM) and submitted to the DIA/SSO. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

Attachment 4 to the DD Form 254.

**RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI)
INTELLIGENCE INFORMATION TO US CONTRACTORS**

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: [REDACTED]

CONTRACT EXPIRATION DATE: 12 months from date of contract award or as extended by contract modification.

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. Nomination package with names of contractor personnel requiring access to SCI will be submitted to the contract monitor (CM) for approval. Once approved, the company will receive notification of approval and an indoc date will be selected to brief the individual for access to SCI.
- d. Inquiries pertaining to classification guidance on SCI will be directed through the government agency CSSO.
- e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the CM.
- f. SCI will be stored and maintained only in properly accredited facilities at the contractor location.

2. The contract monitor (CM) will:

- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the CM has reviewed the SCI product(s) for contract applicability and determined that the product is required by the contractor

Attachment 4 to the DD Form 254.

to complete obligations, the CM must request release from the originator through the DIA/SSO. Originator release authority is required on the product types below:

- (1) Documents bearing the control markings of ORCON, PROPIN.
- (2) GAMMA controlled documents.
- (3) Any NSA/SPECIAL marked product.
- (4) All categories as listed in DoD 5105.21-M-1
 - a. Notification and approval is required for visits by contractor employees when such visits are conducted as part of the contract effort.
 - b. Determine dissemination of SCI studies or materials originated or developed by the contractor.
 - c. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.
 - d. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.
 - e. Request for release of intelligence material to a contractor must be prepared by the contract monitor (CM) and submitted to the DIA/SSO. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirement and copies of the DD Form 254 and Statement of Work.

Intra-System Subaward # M2000523
Attachment 3

FFATA Reporting

- Subrecipient Institutional Information:

Texas A&M Engineering Experiment Station, DUNS 84-720-5572

- Subrecipient is currently registered in CCR
- Subrecipient is exempt from reporting compensation
- Subrecipient Place of Performance:

City: College Station

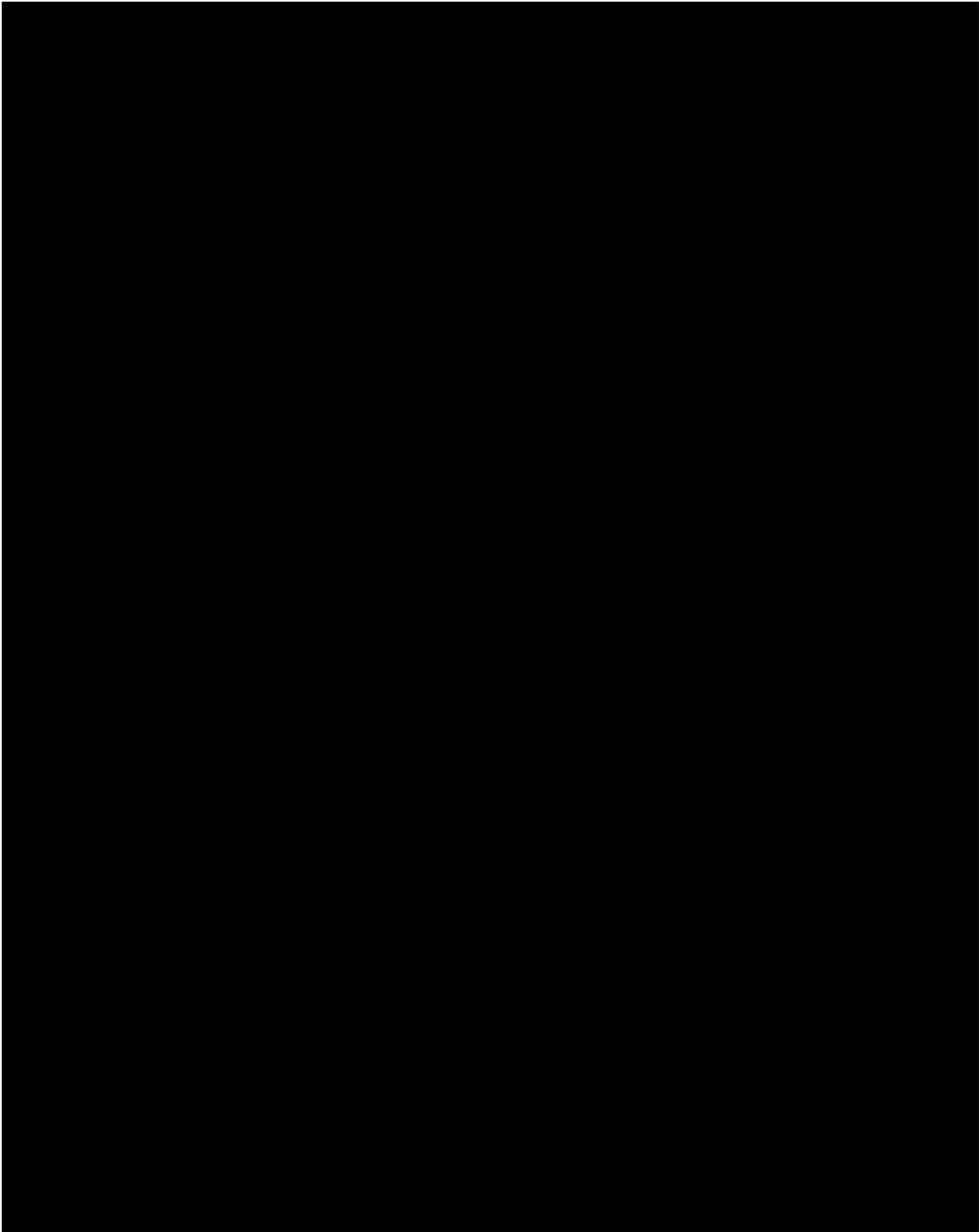
State: TX

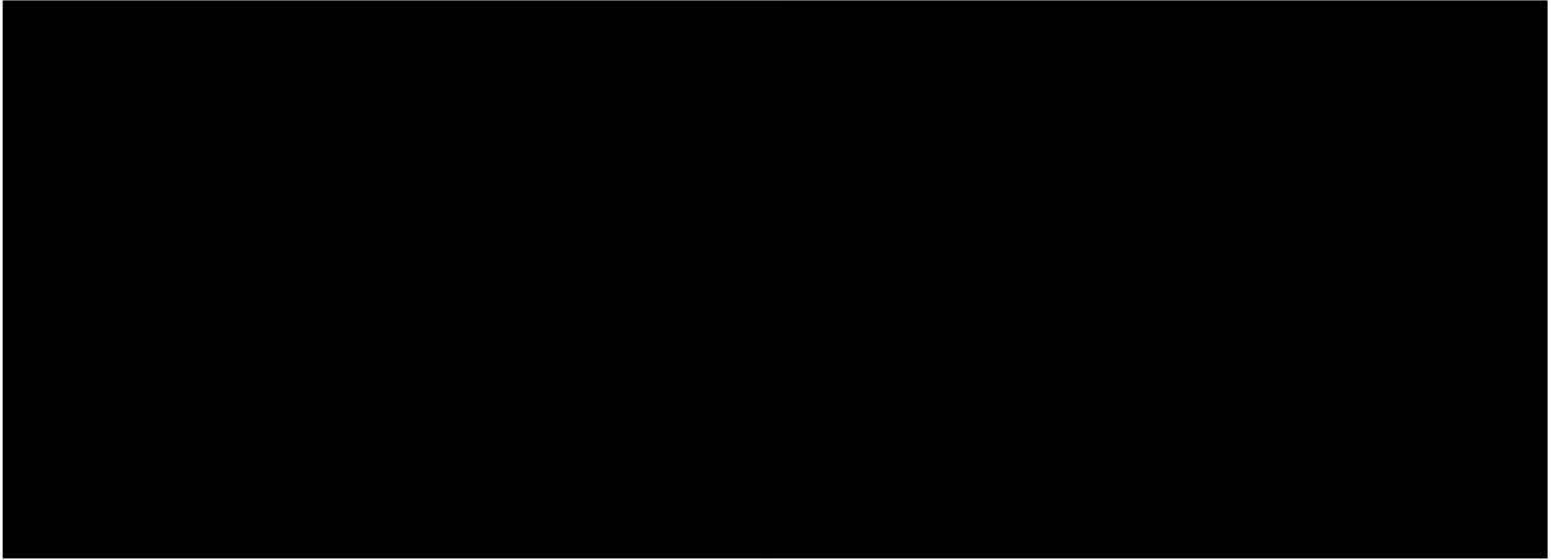
Zip Code +4: 77845-6194

Congressional District: TX-017

Attachment 4
Scope of Work and Budget

SRS Budget Worksheet





“Digitization” to “Information Command”

Developing a Framework to Assess Implications of Digitization on Conduct of Warfare

Cost Proposal

Submitted in Response to:

Research and Studies for the Office of Net Assessment (OSD/NA)
BROAD AGENCY ANNOUNCEMENT: HQ0034-ONA-13-BAA-0001

Submitted by:

Texas Engineering Experiment Station
On behalf of:
Institute for National-Security and Cyber-Security Education and Research
Texas A&M University System
College Station, TX

Principal Investigator:

[REDACTED]

Business Contact

Justin Allison

Senio

[REDACTED]

Area of Interest

[REDACTED]

Date of Submission:

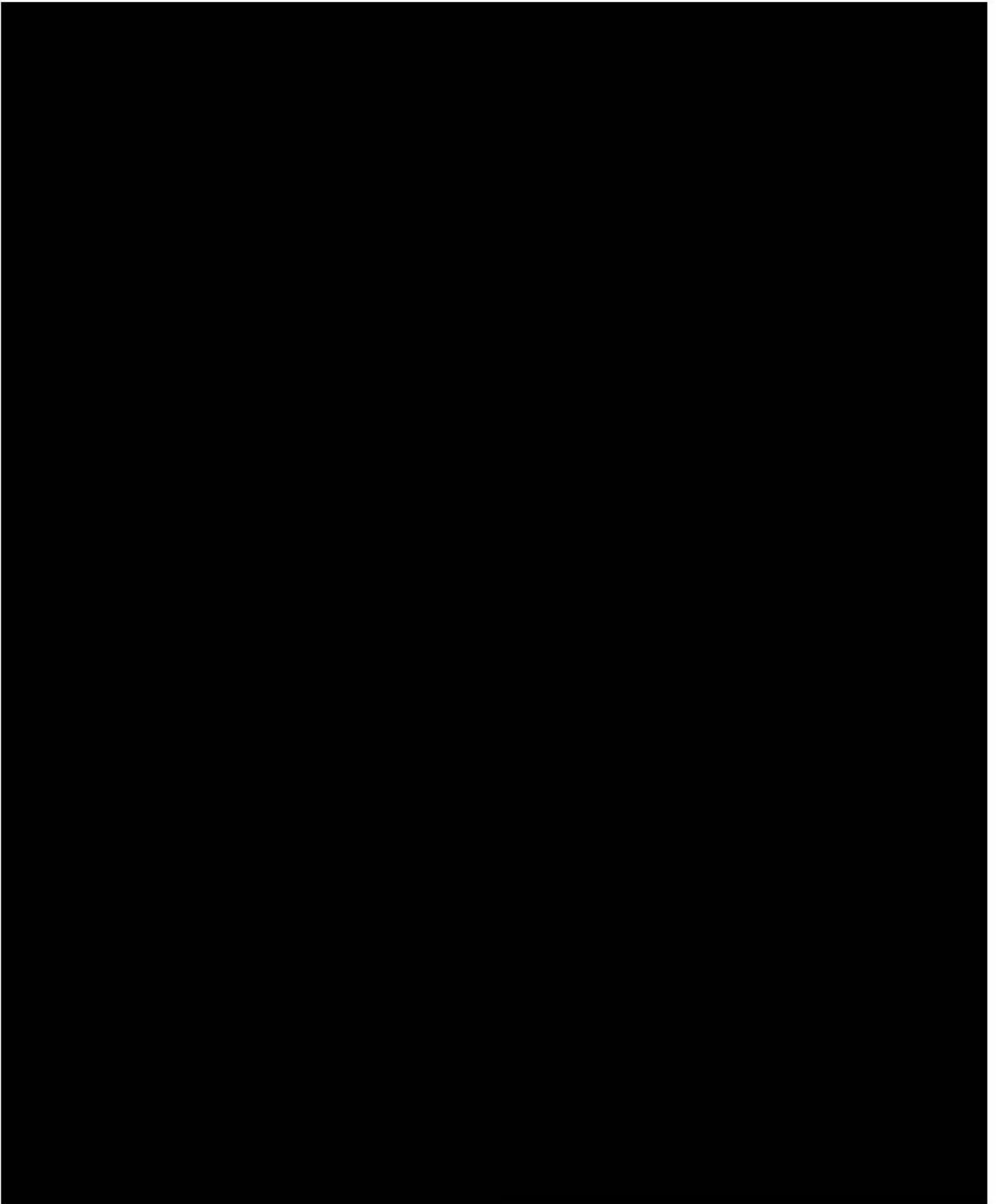
July 16, 2019

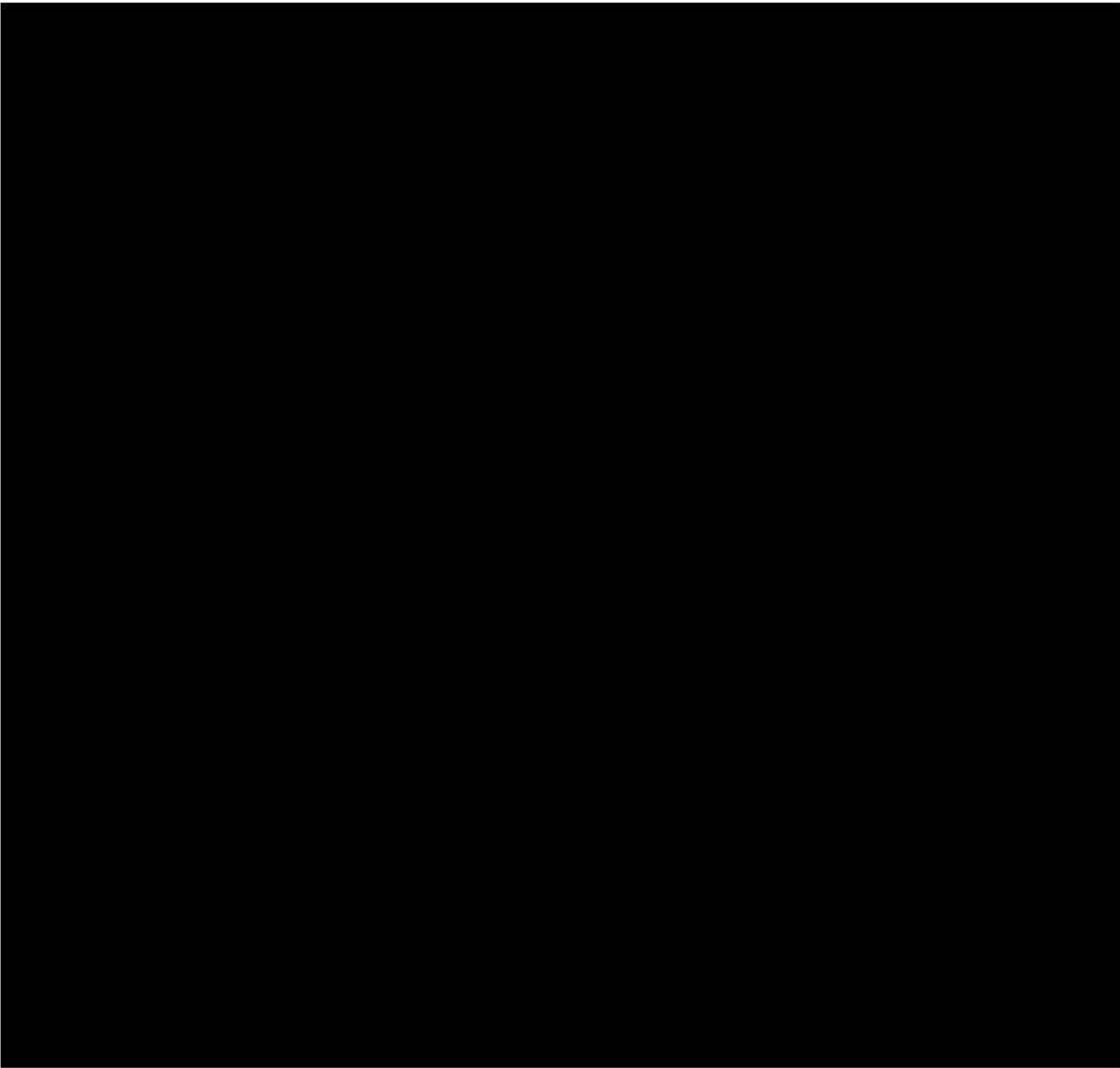
Duration of Effort:

One (1) year from date of award with
Two (2) one-year options

This technical and cost proposal are valid for twelve (12) months from date of submission

Cost Proposal





“Digitization” to “Information Command:”

Developing a Framework to Assess Implications of Digitization on Conduct of Warfare

Technical Proposal

Submitted in Response to:

Research and Studies for the Office of Net Assessment (OSD/NA)
BROAD AGENCY ANNOUNCEMENT: HQ0034-ONA-13-BAA-0001

Submitted by:

Texas Engineering Experiment Station
On behalf of:
Institute for National-Security and Cyber-Security Education and Research
Texas A&M University System
College Station, TX

Principal Investigator:

[REDACTED]

Business Contact

[REDACTED]

Area of Interest

Additional Research Topics:

Analysis comparing the standing, trends, and future prospects of US and foreign military capability and military potential, including an assessment of the underlying factors with important effects on those issues

Date of Submission:

July 16, 2019

Duration of Effort:

One (1) year from date of award with
Two (2) one-year options

This technical and cost proposal are valid for twelve (12) months from date of submission

Digitized Warfare to "Information Command"

A. Background

