**(SAMPLE - CONSORTIUM MODEL - Expenditure Based Approach)**

**OTHER TRANSACTION FOR RESEARCH**

BETWEEN

*(INSERT CONSORTIUM NAME AND ADDRESS)*

AND

THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

675 NORTH RANDOLPH STREET

ARLINGTON, VA 22203-1714

CONCERNING

*(INSERT RESEARCH AND DEVELOPMENT EFFORT)*

Agreement No.: HR0011-XX-3-XXXX

Purchase Requisition No.: *XXXXXXXXXXXXXX*

Total Amount of the Agreement: $(INCLUDES CONSORTIUM AND GOVERNMENT FUNDING)

Total Estimated Government Funding of the Agreement: $*XXXXXXXXXXXXXX*

Funds Obligated: $*XXXXXXXXXXXXXX*

Authority: 10 U.S.C. § 4021

Line of Appropriation:

AA $

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

FOR (*INSERT COMPANY NAME*) FOR THE GOVERNMENT

 DEFENSE ADVANCED RESEARCH PROJECTS

 AGENCY

(Signature) (Signature)

(Name, Title) (Date) (Name, Title) (Date)

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## ARTICLE I: SCOPE OF THE AGREEMENT

**A. Background**

*THIS SECTION PARAGRAPH(S) DESCRIBES THE VISION OF THE PROGRAM AND SHOULD ANSWER THE FOLLOWING QUESTIONS:*

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

**B. Definitions**

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

**Consortium**: The group of Consortium Members collaborating to accomplish the objectives of the Agreement, one of which must be a for-profit entity.

**Consortium Member**: A single Consortium performer operating under the Articles of Collaboration referred to in this Agreement.

**Data:** Recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions included under Article VII.

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

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

**Government Purpose Rights:** Rights to use, duplicate, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only.

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

**Know-How:** All information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

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

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

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

**Program:** Research and development being conducted by the Consortium, as set forth in Article I, Paragraph C.

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

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

**Technology:** Discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, maskworks, and copyrights developed under this Agreement.

**Unlimited Rights:** Rights to use, duplicate, release, or disclose, Data in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

**C. Scope**

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

 2. The Consortium shall be paid for each milestone accomplished in accordance with the Schedule of Milestones and Payments set forth in Attachment 3 and the procedures of Article V. Both the Schedule of Payments and the Funding Schedule set forth in Attachments 3 and 4 respectively may be revised or updated in accordance with Article III.

3. The Government and the Consortium (Parties) estimate that the TDD of this Agreement can only be accomplished with the Consortium aggregate resource contribution of $ (*INSERT DOLLAR AMOUNT*) from the effective date of this Agreement through (*INSERT NUMBER OF MONTHS*) (*xx*) months thereafter. The Consortium intends and, by entering into this Agreement, undertakes to cause to be provided these funds. Consortium contributions will be provided as detailed in the Funding Schedule set forth in Attachment 4. If either DARPA or the Consortium is unable to provide its respective total contribution, the other party may reduce its project funding by a proportional amount.

**D. Goals/Objectives**

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

 2. The Government will have continuous involvement with the Consortium. The Government will also obtain access to research results and certain rights in data and patents pursuant to Articles VII and VIII. DARPA and the Consortium are bound to each other by a duty of good faith and best research effort in achieving the goals of the Consortium. This Agreement reflects the collaborative document identified as “Articles of Collaboration for (*INSERT NAME OF CONSORTIUM*),” which document binds Consortium Members.

 3. This Agreement is an “other transaction” pursuant to 10 U.S.C. § 4021. The Parties agree that the principal purpose of this Agreement is for the Government to support and stimulate the Consortium to provide its best efforts in advanced research and technology development and not for the acquisition of property or services for the direct benefit or use of the Government. This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

**ARTICLE II: TERM**

**A. Term of this Agreement**

The Program commences upon the date of the last signature hereon and continues for (*INSERT NUMBER OF MONTHS*) (*xx*) months. If all funds are expended prior to the (*INSERT NUMBER OF MONTHS*) (*xx*)-month duration, the Parties have no obligation to continue performance and may elect to cease development at that point. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified herein, shall be given effect, notwithstanding this Article.

**B. Termination Provisions**

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

**C. Extending the Term**

The Parties may extend by mutual written agreement the term of this Agreement if funding availability and research opportunities reasonably warrant. Any extension shall be formalized through modification of the Agreement by the Agreements Officer (“AO”) and the Consortium Administrator.

**ARTICLE III: MANAGEMENT OF THE PROJECT**

**A. Consortium Members**

Consortium Members, as set forth in the Articles of Collaboration of the Consortium, are:

1. (*LIST CONSORTIUM MEMBERS*)
2. (*LIST CONSORTIUM MEMBERS*)

**B. Consortium Management Committee (“CMC”)**

 1. The CMC shall be comprised of one voting representative from each Consortium Member, and in accordance with the Consortium Articles of Collaboration, bind the Consortium Members. The following CMC decisions are subject to DARPA approval:

 (a) Changes to the Articles of Collaboration if such changes substantially alter the relationship of the Parties as originally agreed upon when the Agreement was executed;

 (b) Changes to, or elimination of, any DARPA funding allocation to any Consortium Member as technically and/or financially justified;

 (c) Technical and/or funding revisions to the Agreement; and

 (d) Admission of additional or replacement Consortium Members.

 2. The CMC is responsible for establishing a schedule of regular technical meetings to be held on a quarterly basis. The CMC shall notify all Consortium Members and the DARPA Agreements Officer’s Representative (“AOR”) of the established meeting schedule and, in the event of changes to this schedule, shall notify all Consortium Members and the DARPA PM and AOR thirty (30) calendar days prior to the next scheduled meeting.

 3. A quorum *(INSERT QUORUM DEFINITION DURING NEGOTIATION)* is required of the Program Managers (or designees) representing the Consortium Members and the DARPA PM (or designee) at quarterly technical meetings. All technical decisions shall be made by (*MAJORITY/CONSENSUS/ETC.)* vote of the CMC and the DARPA PM (or designee).

**C. Management and Program Structure**

Technical and program management of the coordinated research program established under this Agreement shall be accomplished through the management structures and processes detailed in this Article.

 1. The CMC shall be responsible for the overall management of the Consortium including technical, programmatic, reporting, financial and administrative matters.

 2. The DARPA AOR shall fully participate in all meetings of the CMC. Other Government personnel as deemed appropriate by the DARPA AOR may also participate in the technical portion of these meetings.

**D. Program Management Planning Process**

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

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

 2. Overall Program Plan Annual Review

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

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

**E. Modifications**

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

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

3. For minor or administrative Agreement modifications (e.g. changes in the paying office or appropriation data, changes to Government or Consortium personnel identified in the Agreement, etc.) no signature is required by the Consortium.

**ARTICLE IV: AGREEMENT ADMINISTRATION**

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

A. Government Points of Contact:

 Agreements Officer (AO):

(NAME)

(TITLE)

(PHONE NUMBER)

(EMAIL)

 DARPA Program Manager (PM):

(NAME)

(TITLE)

(PHONE NUMBER)

(EMAIL)

 Agreements Officer’s Representative (AOR):

(NAME)

(TITLE)

(PHONE NUMBER)

(EMAIL)

 Administrative Agreements Officer (AAO): *[REMOVE IF NO AAO FOR THIS OT]*

(NAME)

(TITLE)

(ADDRESS)

(PHONE NUMBER)

(EMAIL)

B. Consortium Points of Contact

 Consortium Administrative/Contracting:

(NAME)

(TITLE)

(ADDRESS)

(PHONE NUMBER)

(EMAIL)

 Consortium Program Manager:

(NAME)

(TITLE)

(ADDRESS)

(PHONE NUMBER)

(EMAIL)

Each party may change its representatives named in this Article by written notification to the other party.

**ARTICLE V: OBLIGATION AND PAYMENT**

**A. Obligation**

The Government’s liability to make payments to the Consortium is limited to only those funds obligated under this Agreement or by modification to the Agreement. DARPA may incrementally fund this Agreement.

**B. Payments**

 1. In addition to any other financial reports provided or required, the CMC shall notify the DARPA AO immediately if any contribution from a Consortium Member is not made as required.

 2. Prior to the submission of invoices to DARPA by the Consortium Administrator, the Consortium shall have and maintain an established accounting system which complies with Generally Accepted Accounting Principles and with the requirements of this Agreement, and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for all funding. The Parties recognize that as a conduit, the Consortium does not incur nor does it allocate any indirect costs of its own to the Consortium Member cost directly incurred pursuant to this Agreement. Consistent with this, an acceptable accounting system will be one in which all cash receipts and disbursements are controlled and documented properly.

 3. The CMC shall document the accomplishments of each milestone by submitting or otherwise providing the Milestone Report required by Attachment 2, Part E. The Consortium shall submit one (1) copy of all invoices to the AO for payment approval. After written verification of the accomplishment of the milestone by the DARPA AOR, and approval by the AO, the invoices will be forwarded to the payment office within fifteen (15) calendar days of receipt of the invoices at DARPA.

4. Address of Payee: *(INSERT NAME AND ADDRESS OF PAYEE)*

5. Payments will be made by the Defense Finance and Accounting Services office, as indicated below, within 30 (thirty) calendar days of an accepted invoice in Wide Area Workflow (WAWF). Wide Area Workflow (WAWF) is a secure web-based system for electronic invoicing, receipt and acceptance.  The WAWF application enables electronic form submission of invoices, government inspection, and acceptance documents in order to support DoD’s goal of moving to a paperless acquisition process.  Authorized DoD users are notified of pending actions by e-mail and are presented with a collection of documents required to process the contracting or financial action.  It uses Public Key Infrastructure (PKI) to electronically bind the digital signature to provide non-refutable proof that the user (electronically) signed the document with the contents.  Benefits include online access and full spectrum view of document status, minimized re-keying and improving data accuracy, eliminating unmatched disbursements and making all documentation required for payment easily accessible.

The Consortium is required to utilize the Wide Area Workflow system when processing invoices and receiving reports under this Agreement. The Consortium shall (i) ensure an Electronic Business Point of Contact is designated in System for Award Management at <http://www.sam.gov> and (ii) register to use WAWF–RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this Agreement. Step by Step procedures to register are available at the <https://wawf.eb.mil> site. The Consortium is directed to use the “2-in-1” format when processing invoices. The Consortium shall maintain an active registration for “All Awards” in System for Award Management (SAM) throughout the life of the award. The Consortium should submit a copy of the AOR approval of the milestone, as well as a copy of the milestone report, with each invoice. For WAWF Payment and Invoicing Support, email DARPAInvoices@darpa.mil or contact WAWF help desk at 866-618-5988 or email disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil.

1. For the Issue By DoDAAC, enter HR0011.
2. For the Admin DoDAAC, enter HR0011.
3. For the Service Acceptor AOR fields, enter the Service Acceptor AOR DoDAAC.
4. Leave the Inspect by DoDAAC, Ship From Code DoDAAC, Service Approver, and LPO DoDAAC fields blank unless otherwise directed by the AO.
5. The following guidance is provided for invoicing processed under this Agreement through WAWF:
* The AOR identified in Article IV, "Agreement Administration" shall continue to formally inspect and accept the deliverables/milestones. To the maximum extent practicable, the AOR shall review the deliverable(s)/milestone report(s) and either: 1) provide a written notice of rejection to the Consortium which includes feedback regarding deficiencies requiring correction, or 2) written notice of acceptance to the DARPA PM and AO.
* Acceptance within the WAWF system shall be performed by the AOR upon receipt of a confirmation email, or other form of transmittal, from the AOR.
* The Consortium shall send an email notice to the AOR and upload the AOR approval as an attachment upon submission of an invoice in WAWF (this can be done from within WAWF).
* Payments shall be made by DFAS-(INSERT APPROPRIATE DFAS OFFICE).
* The Consortium agrees, when entering invoices entered in WAWF to utilize the CLINs associated with each milestone as delineated at Attachment 3. The description of the CLIN shall include reference to the associated milestone number along with other necessary descriptive information. The Consortium agrees that the Government may reject invoices not submitted in accordance with this provision.

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

 5. Payee Information: As identified at Central Contractor Registration.

* Cage Code:
* SAM UEI:
* TIN:

 6. Government funds shall be maintained in an interest-bearing account prior to disbursement to Consortium Members. This account shall not be in U. S. Treasury Notes. Any interest earned shall be remitted annually to the DARPA AO, or designee. Interest payments shall be made payable to the U. S. Treasury. Interest amounts less than $250 per year may be retained by the Consortium for administrative expenses.

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

 8. Payments shall be made in the amounts set forth in Attachment No. 3, provided the DARPA AOR has verified the accomplishment of the milestone. It is recognized that the quarterly accounting of current expenditures reported in the “Business Status Report” submitted in accordance with Attachment No. 2 is not necessarily intended or required to match the milestone until submission of the Final Report; however, milestones shall be revised during the course of the program to reflect current and revised projected expenditures.

 9. Financial Records and Reports: The Consortium and Consortium Members shall maintain adequate records to account for all funding under this Agreement and shall maintain adequate records to account for Consortium Member funding provided under this Agreement. Upon completion or termination of this Agreement, whichever occurs earlier, the Consortium Administrator shall furnish to the AO a copy of the Final Report required by Attachment 2, Part F. The Consortium’s and Consortium Members’ relevant financial records are subject to examination or audit on behalf of DARPA by the Government for a period not to exceed three (3) years after expiration of the term of this Agreement. The AO or designee shall have direct access to sufficient records and information of the Consortium and Consortium Members, to ensure full accountability for all funding under this Agreement. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

**ARTICLE VI: DISPUTES**

**A. General**

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

**B. Dispute Resolution Procedures**

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

 2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under Subparagraph B.3 of this Article constitute the basis for relief under this Article unless the Director of DARPA in the interests of justice waives this requirement.

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

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

**C. Limitation of Damages**

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

**ARTICLE VII: PATENT RIGHTS**

**A. Allocation of Principal Rights**

1. Unless the Consortium shall have notified DARPA, in accordance with Subparagraph B.2 below, that the Consortium does not intend to retain title, the Consortium shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this Article.

2. With respect to any subject invention in which the Consortium retains title, DARPA shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world.

**B. Invention Disclosure, Election of Title, and Filing of Patent Application**

 1. The Consortium shall disclose each subject invention to DARPA within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to DARPA shall be in the form of a written report and shall identify the Agreement and circumstances under which the invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the Invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted and/or accepted for publication at the time of disclosure.

2. If the Consortium determines that it does not intend to retain title to any such Invention, the Consortium shall notify DARPA, in writing, within eight (8) months of disclosure to DARPA. However, in any case where publication, sale, or public use has initiated the one (1)-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by DARPA to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.

 3. The Consortium shall file its initial patent application on a subject invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. The Consortium may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

 4. The Consortium shall notify DARPA of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

5. Requests for extension of the time for disclosure election, and filing under this Article, may be granted at DARPA’s discretion after considering the circumstances of the Consortium and the overall effect of the extension.

 6. The Consortium shall submit to DARPA annual listings of subject inventions. At the completion of the Agreement, the Consortium shall submit a comprehensive listing of all subject inventions identified during the course of the Agreement and the current status of each.

**C. Conditions When the Government May Obtain Title**

Upon DARPA’s written request, the Consortium shall convey title to any subject invention to DARPA under any of the following conditions:

 1. If the Consortium fails to disclose or elects not to retain title to the subject invention within the times specified in Paragraph B of this Article; however, DARPA may only request title within sixty (60) calendar days after learning of the failure of the Consortium to disclose or elect within the specified times;

 2. In those countries in which the Consortium fails to file patent applications within the times specified in Paragraph B of this Article; however, if the Consortium has filed a patent application in a country after the times specified in Paragraph B of this Article, but prior to its receipt of the written request by DARPA, the Consortium shall continue to retain title in that country; or

 3. In any country in which the Consortium decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a subject invention.

**D. Minimum Rights to the Consortium and Protection of the Consortium’s Right to File**

 1. The Consortium shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Consortium fails to disclose the subject invention within the times specified in Paragraph B of this Article. The Consortium’s license extends to its domestic (including Canada) subsidiaries and affiliates, if any, and includes the right to grant licenses of the same scope to the extent that the Consortium was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of DARPA, except when transferred to the successor of that part of the business to which the subject invention pertains. DARPA approval for license transfer shall not be unreasonably withheld.

 2. The Consortium’s domestic license may be revoked or modified by DARPA to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 C.F.R. Part 404. This license shall not be revoked in that field of use or the geographical areas in which the Consortium has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DARPA to the extent the Consortium, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

 3. Before revocation or modification of the license, DARPA shall furnish the Consortium a written notice of its intention to revoke or modify the license, and the Consortium shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

**E. Action to Protect the Government’s Interest**

 1. The Consortium agrees to execute or to have executed and promptly deliver to DARPA all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Consortium elects to retain title, and (ii) convey title to DARPA when requested under Paragraph C of this Article and to enable the Government to obtain patent protection throughout the world in that subject invention.

 2. The Consortium agrees to require by written agreement with its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Consortium each subject invention made under this Agreement in order that the Consortium can comply with the disclosure provisions of Paragraph B of this Article. The Consortium shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

 3. The Consortium shall include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement:

This invention was made with Government support under Agreement No. HR0011-XX-3-XXXX, awarded by DARPA. The Government has certain rights in the invention.

**F. Lower Tier Agreements**

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

**G. Reporting on Utilization of Subject Inventions**

1. The Consortium agrees to submit, during the term of the Agreement, an annual report on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Consortium or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Consortium, and such other data and information as the agency may reasonably specify. The Consortium also agrees to provide additional reports as may be requested by DARPA in connection with any march-in proceedings undertaken by DARPA in accordance with Paragraph I of this Article. DARPA agrees it shall not disclose such information to persons outside the Government without permission of the Consortium, unless required by law.
2. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website: <https://www.nist.gov/iedison>. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the Agreements Officer and Administrative Agreements Officer.

**H. Preference for American Industry**

Notwithstanding any other provision of this clause, the Consortium agrees that it shall not grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirements for such an agreement may be waived by DARPA upon a showing by the Consortium that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

**I. March-in Rights**

The Consortium agrees that, with respect to any subject invention in which it has retained title, DARPA has the right to require the Consortium, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Consortium, assignee, or exclusive licensee refuses such a request, DARPA has the right to grant such a license itself if DARPA determines that:

 1. Such action is necessary because the Consortium or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the subject invention;

 2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Consortium, assignee, or their licensees;

 3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Consortium, assignee, or licensees; or

 4. Such action is necessary because the agreement required by Paragraph (H) of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such Agreement.

**ARTICLE VIII: DATA RIGHTS**

**A. Allocation of Principal Rights**

1. The Parties agree that in consideration for Government funding, the Consortium intends to reduce to practical application items, components and processes developed under this Agreement.
2. With respect to Data developed or generated under this Agreement related to the

program, the Government shall receive (*INSERT APPLICABLE DATA RIGHTS*), as defined in Article I, Paragraph B.

1. With respect to Data delivered pursuant to Attachment 2 under the Agreement, the Government shall receive (*INSERT APPLICABLE DATA RIGHTS)*. Notwithstanding the provision in A.4, the Consortium agrees, with respect to data generated or developed under this Agreement, the Government may, within (*INSERT NUMBER OF YEARS)* after completion or termination of this Agreement, require delivery of data and receive (*INSERT APPLICABLE DATA RIGHTS)*.

1. March-In Rights
2. In the event the Government chooses to exercise its March-in Rights, as defined in Article VII, Paragraph I of this Agreement, the Consortium agrees, upon written request from the Government, to deliver at no additional cost to the Government, all Data necessary to achieve practical application within sixty (60) calendar days from the date of the written request. The Government shall retain Unlimited Rights, as defined in Article I, Paragraph B of this Agreement, to this delivered Data.
3. To facilitate any potential deliveries, the Consortium agrees to retain and maintain in good condition until (*INSERT NUMBER OF YEARS)* after completion or termination of this Agreement, all Data necessary to achieve practical application of any subject invention as defined in Article I, Paragraph B of this Agreement.

**B. Marking of Data**

Pursuant to Paragraph A above, any Data delivered under this Agreement shall be marked with the following legend:

Use, duplication, or disclosure is subject to the restrictions as stated in Agreement HR0011-XX-3-XXXX between the Government and the Consortium.

**C. Lower Tier Agreements**

The Consortium shall include this Article, suitably modified to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

## ARTICLE IX: FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the term of the Agreement and for (*INSERT NUMBER OF YEARS)* (*xx*) years thereafter.

**A. General**

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulations (22 C.F.R. Part 120, *et seq.*), National Industrial Security Program Operating Manual (NISPOM) (32 C.F.R. Part 117, *et seq.*), and the Department of Commerce’s Export Administration Regulations (15 C.F.R. Part 730, *et seq.*).

**B. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions**

 1. In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in Subparagraphs C.2, C.3, and C.4 below shall apply to any transfer of Technology. For purposes of this Paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

 (a) sales of products or components, or

(b) licenses of software or documentation related to sales of products or components, or

(c) transfer to foreign subsidiaries of the Consortium Members for purposes related to this Agreement, or

(d) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

 2. The Consortium shall provide timely notice to DARPA of any proposed transfers from the Consortium of Technology developed under this Agreement to Foreign Firms or Institutions. If DARPA determines that the transfer may have adverse consequences to the national security interests of the United States, the Consortium, its vendors, and DARPA shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the Consortium.

 3. In any event, the Consortium shall provide written notice to the DARPA AOR and AO of any proposed transfer to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the Consortium’s written notification, the DARPA AO shall advise the Consortium whether it consents to the proposed transfer. In cases where DARPA does not concur or sixty (60) calendar days after receipt and DARPA provides no decision, the Consortium may utilize the procedures under Article VI, Disputes. No transfer shall take place until a decision is rendered.

 4. In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by DARPA takes place, the Consortium shall (a) refund to DARPA funds paid for the development of the Technology and (b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government an any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the Consortium shall provide written confirmation of such licenses.

**C. Lower Tier Agreements**

The Consortium shall include this Article, suitably modified, to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

**ARTICLE X:** **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**

1. **Background**

Protection of Covered Defense Information (CDI), to include Controlled Unclassified Information (CUI) and Controlled Technical Information (CTI), is of paramount importance to DARPA and can directly impact the ability of DARPA to successfully conduct its mission. Therefore, this Article requires the performer to protect CDI that resides on the performer’s information systems. This Article also requires the performer to rapidly report any cyber incident involving CDI.

1. **Safeguarding CDI**

The performer shall implement the version of NIST Special Publication (SP) 800-171 in effect at the time the solicitation is issued or as authorized by the Agreements Officer for CUI and CTI that resides on the performer’s information systems. Consistent with NIST SP 800-171, implementation may be tailored to facilitate equivalent safeguarding measures used in the performer systems and organization. Any suspected loss or compromise of CDI that resides on the performer’s information systems shall be considered a cyber incident and require the performer to rapidly report the incident to DARPA in accordance with Paragraph C below.

1. **Cyber Incident Reporting**

Upon discovery of a cyber incident involving CUI or CTI, the performer shall take immediate steps to mitigate any further loss or compromise. The performer shall rapidly report the incident to DARPA and provide sufficient details of the event—including identification of detected and isolated malicious software—to enable DARPA to assess the situation and provide feedback to the performer regarding further reporting and potential mitigation actions. The performer shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from reporting the cyber incident to enable DARPA to assess the cyber incident. The performer agrees to rapidly implement security measures as recommended by DARPA and to provide to DARPA any additionally requested information to help the Parties resolve the cyber incident and to prevent future cyber incidents.

1. **Public Release**

All information and data covered by this Article must be reviewed and approved by DARPA prior to any public release. The DARPA public release process is governed by DARPA Instruction 65. An online form is available to support those requests at: <https://www.darpa.mil/work-with-us/contract-management/public-release>

1. **Lower Tier Agreements**

The performer shall include this Article in all subcontracts or lower tier agreements, regardless of tier, for work performed in support of this Agreement.

1. **Definitions**

Compromise: Disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Covered Contractor Information System: Unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered Defense Information (CDI): Unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Controlled Technical Information (CTI): Technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents.

Controlled Unclassified Information (CUI): Unclassified information that requires safeguarding or dissemination controls, pursuant to and consistent with applicable law, regulations, and Government-wide policies. Instructions for the use, marking, dissemination, and storage of CUI can be found in DoD Instruction 5200.48, “Controlled Unclassified Information (CUI).”

Cyber Incident: Actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Information System: A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Rapidly Report: Report to DARPA within 72 hours of discovery of any cyber incident.

**ARTICLE XI: TITLE TO AND DISPOSITION OF PROPERTY** (*USE IF CONSORTIUM NOT EXPECTED TO ACQUIRE PROPERTY VALUED GREATER THAN $5,000)*

**A. Title to Property**

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

**B. Disposition of Property**

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

 1. Purchased by the Consortium at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to DARPA; or

 2. Transferred to a Government research facility with title and ownership being transferred to the Government; or

 3. Donated to a mutually agreed University or technical learning center for research purposes; or

 4. Any other DARPA-approved disposition procedure.

 **OR**

**ARTICLE XI: TITLE TO AND DISPOSITION OF PROPERTY** (*USE IF CONSORTIUM EXPECTED TO ACQUIRE PROPERTY VALUED GREATER THAN $5,000)*

## A. Title to Property

The Consortium will acquire property with an acquisition value greater than $5,000 under this Agreement as set forth in Attachment 5 to this Agreementwhich is necessary to further the research and development goals of this Program and is not for the direct benefit of the Government. Title to this property shall vest in the Consortium upon acquisition. Title to any other items of property acquired under this Agreement with an acquisition value of $5,000 or less shall vest in the Consortium upon acquisition with no further obligation of the Parties unless otherwise determined by the AO. Should any other item of property with an acquisition value greater than $5,000 be required, the Consortium shall obtain prior written approval of the AO. Title to this property shall also vest in the Consortium upon acquisition. The Consortium shall be responsible for the maintenance, repair, protection, and preservation of all property at its own expense.

## B. Disposition of Property

At the completion of the term of this Agreement, items of property set forth in Attachment 5or any other items of property with an acquisition value greater than $5,000 shall be disposed of in the following manner:

 1. Purchased by the Consortium at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to DARPA; or

 2. Transferred to a Government research facility with title and ownership being transferred to the Government; or

 3. Donated to a mutually agreed University or technical learning center for research purposes; or

 4. Any other DARPA-approved disposition procedure.

**ARTICLE XII: CIVIL RIGHTS ACT**

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. Each Consortium Member company has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act. The Parties recognize that since the Consortium has no employees, that compliance is the responsibility of each Consortium Member.

**ARTICLE XIII: ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of this Agreement and language set forth in the Consortium’s Articles of Collaboration, the inconsistency shall be resolved by giving precedence in the following order: (1) The Agreement, (2) Attachments to the Agreement, and (3) Consortium Articles of Collaboration.

**ARTICLE XIV: EXECUTION**

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

**Article XV: Prohibition on certain telecommunications and video surveillance services or equipment**

1. **Definitions**

**Covered Foreign Country:** The People’s Republic of China.

**Covered Telecommunications Equipment or Services:**

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

**Critical Technology:**

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

 (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

 (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

 (ii) For reasons relating to regional stability or surreptitious listening;

 (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

 (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

 (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

 (6) Emerging and foundational technologies controlled pursuant to Section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

1. **Prohibition**

In accordance with Public Law 115-232, Section 889 (b), the Performer is prohibited from obligating or expending funds received by the Government under this Agreement 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 a substantial component of any system, or as Critical Technology as part of any system.
4. **Lower Tier Agreements**

The Performer shall include this Article, suitably modified, in all subcontracts or lower tier agreements.

**ATTACHMENT 1:**

**TASK DESCRIPTION DOCUMENT**

Task 1:

**ATTACHMENT 2:**

**REPORT REQUIREMENTS**

This agreement will utilize the DARPA VAULT website for electronically uploading **all required reports listed below and data deliverables in Attachment 3, Schedule of Milestones and Payments**. It can be accessed at: <https://vault.darpa.mil/>.

New users must be registered prior to using the website. The registration process will be initiated by the DARPA help desk, who will email the performer’s contracting point of contact via email. Once registration has been completed, system related questions/issues can be addressed by referring to the Vault User’s Manual available on the website. Additional assistance can be obtained by contacting action@darpa.mil.

The Vault is an enterprise system that will provide a means for performers to more easily report contractually required technical and financial information. The system is a centralized location for DARPA staff and agents to access performer deliverables.

The Performer shall notify the DARPA Program Manager’s Business Financial Manager (BFM) in writing should a Vault POC need to be removed or additional personnel added.

The Performer shall obtain distribution marking and CUI marking instructions from either the CUI Guide attached to this Agreement or from the DARPA Program Manager.

**A. REPORTS**

On or before ninety (90) calendar days after the effective date of the Agreement and thereafter throughout the term of the Agreement, the Performer shall submit or otherwise provide a report. One (1) copy shall be submitted or otherwise provided to the DARPA PM, one (1) copy shall be submitted or otherwise provided to the DARPA AO, one (1) copy shall be submitted or otherwise provided to DARPA AOR, and one (1) copy shall be digitally uploaded into the DARPA Vault tool. The report will have two (2) major sections.

**1. Technical Status Report**. The technical status report will detail technical progress to date and report on all problems, technical issues, major developments, and the status of external collaborations during the reporting period.

**2. Business Status Report**. The business status report shall provide summarized details of the resource status of this Agreement, including the status of the Performer contributions. This report will include an accounting of current expenditures as outlined in the Annual Program Plan. Any major deviations, over plus or minus 10%, shall be explained along with discussions of the adjustment actions proposed. The report will also include an accounting of any interest earned on Government funds. The Performer is reminded that interest in amounts greater than One Thousand Dollars ($1,000.00) per year is not expected to accrue under this Agreement. In the event that this interest does accrue on Government funds, the Performer is required to provide an explanation for the accrual in the business report. Depending on the circumstances, the Payable Milestones may require adjustment.

**B. DATA MANAGEMENT PLAN**

**(NOTE: This is a one-time submittal due NLT 30 days after award)**

1. A Data Management Plan (DMP) is required for science and technology programs consisting of basic research, applied research, and advanced technology development programs. DMP is a document that describes which data generated through the course of the proposed research will be shared and preserved and how it will be done. It may explain why data sharing or preservation is not possible or scientifically appropriate, or why the costs of sharing or preservation are incommensurate with the value of doing so. The DMP may be in the Performer’s format but shall conform at a minimum to the outline of Section 3.c of Enclosure 3 of Department of Defense Instruction (DoDI) 3200.12, “DoD Scientific and Technical Information Program (STIP).” DoDI 3200.12 is available at the Washington Headquarters Services, Executive Services Directorate website: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/320012p.pdf?ver=2018-12-17-130508-423>
2. The Performer shall submit an electronic copy of their DMP no later than 30 calendar days after award of this Agreement to the DARPA AOR, DARPA PM, DARPA AO, and digitally uploaded to the DARPA Vault tool.

**C. ANNUAL PROGRAM PLAN DOCUMENT**

The Performer shall submit or otherwise provide to the DARPA AOR, DARPA PM, and DARPA AO, one (1) copy each of a report which describes the Annual Program Plan as described in Article III, Paragraph D.

**D. SPECIAL TECHNICAL REPORTS**

As agreed to by the Performer and the DARPA AOR, the Performer shall submit special technical reports on significant events such as significant target accomplishments by the Performer, significant tests, experiments, or symposia.

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

**E. MILESTONE REPORTS**

The Performer shall submit documentation describing the extent of the accomplishment of Attachment 3 payable milestones. This information shall be as required by Article V, Subparagraph B.3 and shall be sufficient for the DARPA AOR to reasonably verify the accomplishment of the milestone in accordance with the TDD.

**F. FINAL REPORT**

**(NOTE: The Final Report is included in the last Payable Milestone for the completed Agreement.)**

The Performer shall submit or otherwise provide a Final Report making full disclosure of all major developments by the Performer upon completion of the Agreement or within sixty (60) calendar days of termination of this Agreement. One (1) copy shall be uploaded to the DARPA Vault; and one (1) copy shall be submitted or otherwise provided to:

1. The DARPA Closeout team at CMO\_closeout@darpa.mil; and
2. The Defense Technical Information Center (DTIC), Attn: DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-0944. Information regarding submission to DTIC, including electronic submission, is provided at <https://www.dtic.mil/dtic/submit/submit.html>.

# G. EXECUTIVE SUMMARY

The Performer shall submit a one-to-two-page executive-level summary of the major accomplishments of the Agreement and the benefits of using the other transactions authority pursuant to 10 U.S.C. § 4022 upon completion of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for both the military and commercial sectors.

**H. PATENT AND INVENTION DISCLOSURE AND REPORTING**

See Article VII.

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

***Note: The above data deliverables shall also be marked per Article VIII, as applicable.***

**I. Property Report**

See Article XI.

The Performer shall submit a report identifying all items of property procured with an acquisition value greater than $5,000 upon completion of the Agreement.

**ATTACHMENT 3**

**SCHEDULE OF MILESTONES AND PAYMENTS**

NOTE: The following chart will detail the list of milestones. Each milestone will mark the completion of a measurable event (i.e., completing a baseline execution plan, completing measurable events in the performance of the research and development of the technology, completing and submitting the final report, etc). Status reports cannot be milestones. The milestone description will show how the milestone will be demonstrably completed. Payments associated with each milestone must reflect the actual comprehensive costs to achieve milestone completion.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TASK** | **MONTH** | **MILESTONE**  | **EXIT CRITERIA** | **DARPA PAYMENT** | **CONSORTIUM CONTRIBUTION** |
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**ATTACHMENT 4:**

**FUNDING SCHEDULE**

1. **PROGRAM FUNDING COMMITMENTS**

 DARPA CONSORTIUM

 Funding Funding

FY XX $ $

FY XX $ $

FY XX $ $

 **TOTALS** **$**  **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

DARPA funding shall be applied toward the following expenses: **(list types of expenses). (NOTE: For example, for traditional Government contractors, fully burdened labor “exclusive of cost of money and fee”. Cost of money and fee are not recognized in a cost sharing situation or when investing in the development of technologies. Also, an agreement between the Parties will be required when allowing unusual expenses.)**

**B. CONSORTIUM CONTRIBUTION**

 **Total Contribution Cash\* In-kind\*\***

 $ $ $

**\*Cash** funding consist of … **(list types of contributions). (NOTE: If** **Government Internal Research and Development (IR&D) expenses are included as contributions, then other documentation is required regarding the treatment of these expenses, i.e. whether Government funds are credited to an IR&D cost pool.)**

**\*\*In-kind** contributions consist of *…* **(list types of contributions but also include the basis for determining the in-kind value).**

**ATTACHMENT 5:**

**PROPERTY/EQUIPMENT**

Below is a list of equipment proposed to be purchased by the Performer with an acquisition value of greater than $5,000. The Government will the Disposition of Property to all equipment purchased under this Agreement in accordance with the terms and conditions of Article XI.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Description** | **Unit Price** | **Quantity** | **Total Projected Cost** |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |