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United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, DC 20240

IN REPLY REFER TO:
7202.4-OS-2014-00016

November 4, 2013

Via email: john@greenewald.com

John Greenewald
[REDACTED]
[REDACTED]

Dear Mr. Greenewald:

On August 2, 2013, you filed a Freedom of Information Act (FOIA) request with the Department of Defense (DOD) seeking the following:

[C]opy of all documents pertaining to the project that DARPA awarded to ASU entitled, "Toward Narrative Disruptors and Inductors: Mapping the Narrative Comprehension Network and its Persuasive Effects".

DOD sent this request to this office for response. On October 18, 2013, we acknowledged your request and advised you of your fee status under the FOIA. We are writing today to respond to your request on behalf of the Department of the Interior. Please find attached 2 files consisting 29 pages, which are being released in their entirety.

Fees

Because there were only 29 pages of responsive documents and the FOIA fees incurred in processing this request did not exceed \$50.00, there is no billable fee for the processing of this request (see 43 C.F.R. § 2.39, 2.49(a)(1)).

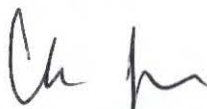
For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. § 552(c). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

As part of the 2007 FOIA amendments, the Office of Government Information Services (OGIS) was created to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. You may contact OGIS in any of the following ways:

Office of Government Information Services (OGIS)
National Archives and Records Administration
8601 Adelphi Road
College Park, MD 20740-6001
E-mail: ogis@nara.gov
Web: <https://ogis.archives.gov>
Telephone: 202-741-5769
Toll-free: 1-877-684-6448

If you have any questions about our response to your request, you may contact Kevin Lynch by phone at 202-513-0765, by fax at 202-219-2374, by email at os_foia@ios.doi.gov, or by mail at U.S. Department of the Interior, 1849 C Street, NW, MS-7328, Washington, D.C. 20240.

Sincerely,



Clarice Julka
Office of the Secretary
FOIA Officer

Electronic Enclosure

DEPARTMENT OF THE INTERIOR
National Business Center
Acquisition Services Directorate, Sierra Vista Division
P.O. Box 1420
Sierra Vista, AZ 85636

RESEARCH GRANT SCHEDULE

1. **Grant Number:** D12AP00074
2. **Grantee:** Arizona State University
660 S. Mill Avenue, Suite 312
Box 876011
Tempe, AZ 85281-6011
3. **Identification Numbers:**

Tax Identification Number (TIN): 86-01-96696

Data Universal Numbering System (DUNS) Number: 943360412

Commercial and Government Entity (CAGE) Code: 4B293

Federal Interagency Code for Education (FICE): 001081

Catalog of Federal Domestic Assistance (CFDA): 12.910

Defense Advanced Research Projects Agency (DARPA) Order (A/O) Number: P413/00
4. **Principal Investigator/Key Personnel:** Dr. Steve Corman

Steve.Corman@asu.edu
5. **Statement of Work:** The research to be accomplished is identified in the Grantee's redacted technical/management and redacted cost proposal listed below, which is incorporated by reference pursuant to Article 8 of Exhibit A of this grant.
 - a. **Research Title:** "Toward Narrative Disruptors and Inductors: Mapping the Narrative Comprehension Network and its Persuasive Effects"
 - b. **Date of Proposal:** November 22, 2011, and revised cost proposal, received 21 May 2012
 - c. **Broad Agency Announcement** BAA 12-03
6. **Points of Contact:**
 - a. **Grant Administrator:** Department of the Interior
National Business Center
Acquisition Services Directorate
Division III
P.O. Box 1420
Sierra Vista, AZ 85636
Attention: Thupten Tsering

Telephone: (520) 439-2479
Fax: (520) 439-2595
Email: thupten_d_tsering@nbc.gov

b. Grants Officer's Representative: Department of the Interior
National Business Center
Acquisition Services Directorate
Division III
P.O. Box 1420
Sierra Vista, AZ 85636

Attention: Roy L. Peters
Telephone: (520) 439-2465
Fax: (520) 439-2595
Email: Roy_L_Peters@nbc.gov

c. DARPA Program Manager (PM): Defense Advanced Research Projects Agency
Defense Sciences Office (DSO)
3701 N. Fairfax Drive
Arlington, VA 22203-1714

Attention: Dr. William Casebeer
Telephone: (571) 526-4163
Fax: (571) 218-4553
Email: william.casebeer@darpa.mil

7. **Administered By:** Department of Interior/National Business Center (DOI/NBC).and the Office of Naval Research (ONR). See Article 15 of Exhibit A for the administration duties delegated to the ONR. The cognizant ONR office that will perform the delegated duties is identified below:

Office of Naval Research
140 Sylvester Road, Bldg. 140
San Diego, CA 92106-3501
Phone: 619-221-6500
Email: ONR_San_Diego@onr.navy.mil

8. **Performance Period:** The period of performance will be for a 54 month period and will be effective **06/27/2012 through 12/26/2016**

FY12 Base Period	(Phase 1) - 6 months	06/27/2012 – 12/26/2012
FY13 Base Period	(Phase 1) - 12 months	12/27/2012 – 12/26/2013
FY14 Option Period 1	(Phase 2) - 18 months	12/27/2013 – 06/26/2015
FY15 Option Period 2	(Phase 3) - 18 months	06/27/2015 – 12/26/2016

9. **Funding:** The following funds are allotted to this grant.

FY12 Base Period	(Phase 1) - \$ 895,687 (P413/00)
FY13 Base Period	(Phase 1) - \$1,407,509 (if funded)
FY14 Option Period 1	(Phase 2) - \$1,835,062 (if funded)
FY15 Option Period 2	(Phase 3) - \$1,943,364 (if funded)

a.	Award Amount:	\$6,081,622.00
b.	Funded Amount:	\$ 895,687.00
c.	Unfunded Amount	\$5,185,935.00

10. Appropriation Data:

AO # P413/00 \$895,678.00

Account Assignment: Y G/L Account: 6100.255C0
Business Area: D000 Commitment Item: 255C00 Cost
Center: DS68694100 Functional Area:
DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center:
DS68694100 Project/WBS: DR.WHDRP.12P41300 PR Acct
Assign Line: 01

11. **Terms and Conditions:** This grant is subject to Department of Interior, National Business Center, Acquisition Services Directorate, Sierra Vista Division, General Terms and Conditions for Grant Award to Educational Institutions, Nonprofit Organizations, and State and Local Governments set forth in the attached Exhibit A and to any Special Terms and Conditions contained in Item 18 of this Research Grant Schedule.

12. Options for Additional Periods of Research:

Option Period 1 (Phase 2) - 18 months 12/27/2013 – 06/26/2015
Option Period 2 (Phase 3) - 18 months 06/27/2015 – 12/26/2016

13. **Funding Increments and Options:** The Grantor's obligation to provide funding for increments and/or options is pursuant to Article 12 of Exhibit A.

14. **Reporting Requirements:** Reporting requirements pursuant to Articles 16 and 17 of Exhibit A.

15. **Payments:** Payments will be made IAW Article 13 of Exhibit A.

16. **Acceptance of Grant:** Acceptance of this grant is pursuant to Article 9 of Exhibit A.

17. **Special Terms and Conditions:** None Stated.

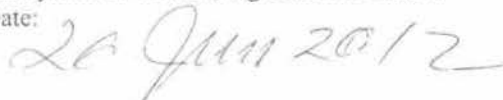
THIS ACTION IS MADE ON BEHALF OF A DoD CUSTOMER UTILIZING DoD FUNDS.

UNITED STATES OF AMERICA
DOI/NBC
Acquisition Services Directorate
Division III



NancyAnn K. Tinnell, Agreements Officer

Date:



Exhibits:

Exhibit A: General Terms and Conditions for Grant Awards to Educational Institutions, Nonprofit Organizations, and State and Local Governments.

DEPARTMENT OF INTERIOR
NATIONAL BUSINESS CENTER
ACQUISITION SERVICES DIRECTORATE
SIERRA VISTA DIVISION
GENERAL TERMS AND CONDITIONS FOR GRANT AWARD TO
EDUCATIONAL INSTITUTIONS, NONPROFIT ORGANIZATIONS
AND FOR PROFIT ORGANIZATIONS

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1. RESEARCH RESPONSIBILITY

- a. The Grantee has full responsibility for the conduct of the research activity supported by this Grant, in accordance with the Grantee's proposal, and the terms and conditions specified in this Grant.
- b. The principal investigator(s) specified in the Research Grant Schedule will be continuously responsible for the conduct of the research project and will be closely involved with the research effort.
- c. The Grantee will obtain the Grantor's approval to change the principal investigator/key personnel or to continue research work during a continuous period in excess of thirty (30) days without the participation of an approved principal investigator.
- d. The Grantee will obtain the Grantor's approval to change:
 - (1) The methodology or experiment when such is stated in the Grant as a specific objective;
 - (2) The stated objectives of the research effort; or
 - (3) The phenomenon or phenomena under study.

2. ORDER OF PRECEDENCE

This Grant is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:

- a. The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Grant.
- b. Department of Defense Grant and Assistance Regulations (DoDGARs) Part 32, Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, or Part 34, Administrative Requirements for Grants and Agreements with For-Profit Organizations, as appropriate and Appendix A thereto.
- c. These Terms and Conditions.
- d. Other terms and conditions contained within the Grant and any attached schedules.

3. STATUTES AND REGULATIONS

This Grant is subject to the applicable laws and regulations of the United States that apply to assistance instruments. Pursuant to Public Law 108-7, Section 144, the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992, and other related legislation, the Department of the Interior has the authority to enter into grants, cooperative agreements, and other transactions on behalf of Department of Defense customers. Department of Defense Grant and Assistance Regulations (DoDGARs) Part 32, Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, or Part 34, Administrative Requirements for Grants and Agreements with For-Profit Organizations, as appropriate and Appendix A thereto are hereby incorporated into this Grant by reference. In addition, the following, as appropriate, are incorporated into this Grant:

- a. 2 CFR, Part 220, "Cost Principles for Educational Institutions."
- b. 2 CFR, Part 225, "Cost Principles for State, Local and Indian Tribal Governments."

- c. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments."
- d. 2 CFR, Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
- e. 2 CFR, Part 230, "Cost Principles for Nonprofit Organizations" (see note below).
- f. OMB Circular A-133, "Audits of States, Local Governments, and Other Nonprofit Organizations."

NOTE: For those nonprofit organizations specifically exempted from the provisions of 2 CFR, Part 230, The Federal Acquisition Regulation (FAR) Subpart 31.2 (48 CFR Subpart 31.2) shall apply.

These regulations may be obtained from:

Office of Management and Budget
EOP Publications Office
New Executive Office Building
725 17th Street, N.W. Room 2200
Washington, DC 20503
www.whitehouse.gov/omb/circulars
Telephone: (202) 395-7332

4. ADMINISTRATION AND COST PRINCIPLES

Applicable to this Grant, and incorporated herein by reference, are the requirements, standards and provisions of the DoDGARs (www.dtic.mil/whs/directives/corres/html/32106r.htm), and the appropriate OMB Circulars and attachments hereto, as revised as of the effective date of this Grant. For purpose of this paragraph, the term "appropriate" is determined by the organizational nature of the Grantee (educational institution, nonprofit organization, state or local Government).

DoDGARs Part 32, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and the OMB Circulars below apply specifically to educational institutions or nonprofit organizations.

- a. 2 CFR, Part 220, "Cost Principles for Educational Institutions."
- b. 2 CFR, Part 225, "Cost Principles for State, Local and Indian Tribal Governments."
- c. 2 CFR, Part 230, "Cost Principles for Nonprofit Organizations" (see note below).
- d. OMB Circular A-133, "Audits of States, Local Governments, and Other Nonprofit Organizations."

In accordance with DoDGARs Part 34, for-profit organizations, for-profit organizations will use their existing financial management system established for doing business in the commercial marketplace, to the extent that the systems comply with Generally Accepted Accounting Principles and the minimum standards contained in DODGARs 34.11, 34.16, and 34.17.

NOTE: For those nonprofit organizations specifically exempted from the provisions of 2 CFR, Part 230, The Federal Acquisition Regulation (FAR) Subpart 31.2 (48 CFR Subpart 31.2) shall apply.

5. PRE-AWARD COSTS

- a. Grantees may incur preaward costs of up to ninety (90) calendar days prior to the effective date of the Grant award.

- b. Preaward costs as incurred by the Grantee must be necessary for the effective and economical conduct of the project and the costs must be otherwise allowable in accordance with the appropriate cost principles.
- c. Any preaward costs are made at the Grantee's risk. Incurring preaward costs by the Grantee does not impose any obligation on the Government, if an award is not subsequently made or if an award is made for a lesser amount than the Grantee expected.

6. SUBAWARDS AND CONTRACTS/SUBCONTRACTS

The applicable Federal cost principles for subawards and contracts/subcontracts under this Grant shall be those applicable to the type of organization receiving the subaward, contract or subcontract. The applicable cost principles are:

- a. 2 CFR, Part 220 applicable to educational institutions.
- b. 2 CFR, Part 230 applicable to other nonprofit organizations, except those specifically exempted by the circular.
- c. Subpart 31.2 of the Federal Acquisition Regulation (48 CFR Subpart 31.2) applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of 2 CFR, Part 230.
- d. 2 CFR, Part 225 for state and local governments.
- e. 45 CFR Part 74, Appendix E, for hospitals.

7. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS

The following sections will not be distributed with the Grant; however, they are incorporated in and form a part of the resultant Grant as though furnished in full text therewith:

Representations, Certifications and Other Statement of Offerors

8. STATEMENT OF WORK

The Grantee, ASU, shall furnish non-personal services necessary to cover personnel, materials, and facilities requirements to perform the research specified in the grantee's technical proposal entitled: "Toward Narrative Disruptors and Inductors: Mapping the Narrative Comprehension Network and its Persuasive Effects" dated 11/22/2011, and revised cost proposal submitted 05/21/2012 .

9. ACCEPTANCE OF GRANT/AMENDMENT

The Grantee is not required to countersign the Grant document; however, the Grantee agrees to the conditions specified in the Grant Schedule and the Articles herein unless notice of disagreement is furnished to the Agreement Officer within 15 calendar days after the date of Agreement Officer's signature. In case of disagreement, the Grantee shall not assess the Grant of any costs of the research unless and until such disagreement(s) is/are resolved.

10. AMENDMENT OF THE GRANT

- a. The only method by which this Grant may be amended is through formal written amendment signed by the Agreement Officer.
- b. The Agreement Officer may unilaterally execute amendments. Grantee acceptance will be in accordance with Article 9, Acceptance of Grant/Amendment.

11. CHANGES IN PERFORMANCE PERIOD

Grantee may initiate a one-time extension of the expiration date of the award for up to 12 months, unless one or more of the following conditions apply:

- a. The terms and conditions of award prohibit the extension.
- b. The extension requires additional funds.
- c. The extension involves any change in the approved objectives or scope of the project.

The Grantee must obtain the Agreement Officer's approval in writing at least 10 days before the expiration date specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

12. FUNDING INCREMENTS AND/OR OPTIONS

The Grantee is advised that the Grantor's obligation to provide funding for funding increments and/or options included in the Grant is contingent upon (i) satisfactory performance and (ii) the availability of funds. Accordingly, no legal liability on the part of the Grantor exists unless or until (i) funds are made available to the Grantor and notice of such availability is confirmed in writing to the Grantee and (ii) performance of the research is deemed satisfactory in the judgment of the Agreement Officer.

13. PAYMENTS

Requests for Payments for this effort shall be submitted through the Department of The Treasury's Automated Standard Application Payments System (ASAP).

Please complete the attached ASAP Participation Request form and the ACH form. Upon completion this form should be returned to the Government point of contact for this effort identified in Item 6a of the Grant Schedule.

Once the Government has submitted your completed forms to ASAP, you will receive an e-mail with further instructions from ASAP. Recipients who currently have an ASAP Identification Number only need to complete and return the ASAP Participation Request.

The recipient organization can use on-line process to request payments. Payment requests are approved or rejected automatically unless placed on review or based on the amount of available funds in the ASAP account. The available balance for an ASAP account is displayed when initiating the payment request. Recipient organizations will receive immediate notification of approval or rejection for all on-line payment requests with the exception of those subject to review. The timing and amount of cash advances shall be as close as is administratively feasible to the Grantee's actual disbursements for direct program costs and the proportionate share of any allowable indirect costs.

Advance Payments:

- a. The Agreement Officer, by affixing a signature here agrees that the grantee may request advance payments; N/A
- b. All advance payments to the grantee will be made by EFT. Standard Form 270 must be submitted for the advance payment to the Activity identified in Item 6d of the Grant Schedule. The Activity will certify and transmit it for payment to Department of the Interior, National Business Center, Accounting Operations Branch, 7301 West Mansfield Avenue, Denver, Colorado 80235-2230.

- c. Grantee shall provide AOR with the name and address of the bank and the number of the interest bearing account, as required below.

Interest Bearing Account (Non Assignable). The Grantee shall maintain grant funds in an interest bearing account. Use of women-owned and minority-owned banks is encouraged. Interest earned on grant funds shall be remitted annually to the Department of Health and Human Services, Division of Payment Management, P.O. Box 6021, Rockville, MD 20852. Interest should be remitted to HHS through an electronic medium such as FEDWIR Deposit System or by certified and/or cashier check through the Department of Interior, National Business Center, Acquisition Services Directorate, P.O. Box 1420, Sierra Vista, AZ 85636. Interest amounts up to \$250.00 per year may be retained by the Grantee for administrative expenses.

The schedule of advance payment will be outlined in the grant itself.

14. ENFORCEMENT

- a. Grantor's rights of enforcement are as set forth in 2 CFR Part 215 and Sections 32.62 and 33.43 of the DoDGARS (32 CFR 32.62 and 32 CFR 33.43), which are incorporated herein by reference. These rights are in addition to any other legal rights the Grantor may have by statute, regulation, or decision.
- b. Unless otherwise provided by statute, regulation or a waiver by the appeal authority, any right of appeal shall be exercised in writing to the appeal authority.

15. DELEGATION OF ADMINISTRATION DUTIES

The administrative duties listed below have been delegated to the Office of Naval Research, identified in Item 7 of the Grant Schedule:

(a) During performance:

- 1. Perform property administration.
- 2. Perform plant clearance.
- 3. Obtain technical and patent reports, as required.
- 4. Ensure that the audits required by Circular A-133 are properly performed when due. (9) Provide technical advice and counsel to auditees and auditors as requested.
- 5. Issue a management decision on audit findings within six months after receipt of the audit report and ensure that the recipient takes appropriate and timely corrective action.

(b) Upon expiration of agreement:

- 1. Obtain the final SF 425, if applicable.
- 2. Obtain final property report and dispose of Government property on those assistance awards containing residual Government property.
- 3. Perform a review of final incurred costs and assist the awarding grants officer in resolving exceptions, if any, resulting from questioned costs.
- 4. Perform cost sharing adjustments, if applicable.
- 5. Assure that all refunds due the Government are received.
- 6. Notify the grants officer when the final SF 270 and/or SF 425 indicate an unexpended balance.
- 7. Obtain Final Technical Report and submit to point of contacts identified in item 6 of the Grant Schedule, as required.
- 8. Obtain Final Report of Inventions and Subcontract (DD Form 882) and submit to Grant Administrator identified in item 6 of Grant Schedule, as required.

16. TECHNICAL REPORTING REQUIREMENTS

The following technical reports are required for Grantees and should be submitted to each of the Points of Contact set out in the Grant Schedule:

- a. **Quarterly R&D Status Report** - This report shall keep the Government informed of Grantee activity and progress toward accomplishment of Grant objectives. This report is due 15 days after the end of each quarter.
- b. **Final Technical Report** - This report is due 30 days after completion of the Grant, and shall document the results of the complete effort.

The Final Report must be electronically submitted to the DARPA PM as identified in the Grant Schedule. The DARPA PM is responsible for reviewing and redacting any information prior to submitting Final Report to the Defense Technical Information Center (DTIC), DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-6218. The DARPA PM shall send an electronic copy to the Government Agreement Administrator as identified in the Grant Schedule when the final report is sent to the DTIC.

17. FINANCIAL REPORTING REQUIREMENTS

The following financial reports are required for Grantees receiving advanced funding and shall be submitted to each of the Points of Contact set out in the Grant Schedule.

The Federal Financial Report–SF 425 replaces the Federal Cash Transaction Report–SF 272. The SF 425 shall be submitted quarterly as follows:

- a. Within 15 *working* days following the end of each government quarter for recipients covered by A-102; or
- b. Within 15 *calendar* days following the end of each government quarter for recipients covered by 2 CFR 215.

For Grantees receiving funds by reimbursement on a predetermined schedule, the following financial reports are required:

The Federal Financial Report–SF 425 replaces the Financial Status Report–SF 269 and the Federal Cash Transaction Report–SF 272. The SF 425 is due:

- a. Annually during the term of the Grant, and
- b. Upon completion of the Grant, as a final report.

18. PUBLICATION AND ACKNOWLEDGEMENT

- a. **Publication.** Unless classified, the Grantee is encouraged to publish results of the research in appropriate journals. One copy of each paper planned for publication shall be submitted to the DARPA Program Manager (PM) simultaneously with its submission for publication. Copies of all publications resulting from the research will be forwarded to the PM, as they become available, even if publication occurs subsequent to the expiration date of this Grant.
- b. **Acknowledgment.** The Grantee agrees that, in the release of information relating to this Grant, such release shall include a statement to the effect that the project or effort depicted was, or is, sponsored by DARPA, and that the content of the information does not necessarily reflect the position or the policy of the Government, and no official endorsement should be inferred. For the

purpose of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, etc.

19. WAIVERS OF 2 CFR PRIOR APPROVALS AND OTHER AUTHORIZATIONS (Universities Only)

Prior Approvals. All prior approvals required by 2 CFR Part 220 and 2 CFR Part 215 are waived except the following:

- a. Change in the scope or objectives of the Research Project as required by Article 1, "Research Responsibility."
- b. Any request for additional funding.
- c. Change in principal investigator/key personnel as required by Article 1, "Research Responsibility."
- d. Exclusive of supplies, material, equipment or general support services, the award of a subcontract or subGrant to accomplish substantial programmatic work required in the agreement to be performed by the prime Grantee.
- e. Unless identified in the budget incorporated as part of the Grant, expenditures for general-purpose equipment and specific purpose equipment costing \$5,000 or more.
- f. Unless identified in the budget incorporated as part of the Grant, expenditures for foreign travel.

20. UNEXPENDED BALANCES

In the absence of any specific notice to the contrary, the Grantee is authorized to carry forward unexpended balances to subsequent funding periods of the Grant agreement.

21. COST-SHARING

Cost-sharing amounts, if any, identified in the Grant documents must meet the allocability test of the appropriate cost principles identified in Article 4 of these Terms and Conditions. If, at the end of the Grant period, the actual cost of the research project is less than the project cost negotiated, the actual cost will be allocated between the Grantor and the Grantee in the total dollar ratio originally proposed. Excess Grantor funds will be returned to the Government. If the Agreement Officer approves a significant departure from the original research objectives, the Grantee may request that the negotiated cost-sharing percentage be adjusted.

22. TITLE TO EXPENDABLE AND NONEXPENDABLE ACQUIRED PROPERTY AND REPORTING

(a) If the Grantee is an institution of higher education, hospital, or other non-profit organization, title to all expendable and nonexpendable tangible personal property purchased by the Grantee with grant funds shall be deemed to have vested in the Grantee upon purchase, unless stated otherwise in this Grant, without further obligation to the U.S. Government. No cost associated with the acquisition of property under this grant is allowable under any future award.

(b) If the Grantee is a for-profit organization, title to all expendable and nonexpendable tangible personal property purchased under the Grant shall conditionally vest in the Grantee, unless stated otherwise in the Grant. The Grantee shall report and dispose of such property as required in DoDGARs 34.20-34.23.

(c) The grantee shall report any purchase of property, plant or equipment whose unit cost exceeds \$100,000 to the DARPA Comptroller and the Agreement Officer. DoD FMR 7000.14R, Vol. 4, Chapter 6 and Federal Financial Accounting Standards No. 6 Accounting for Property, Plant and Equipment, applies.

23. PROGRAM INCOME

All program income earned during the project period shall be retained by the Grantee and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Government's share of costs is based.

24. PATENT RIGHTS

Patent rights are as specified in 48 CFR 227, 37 CFR 401.14, FAR 52.227-11 (Short Form) and DFARS 252.227-7034, all of which are herein incorporated by reference. The Grantee shall utilize DD Form 882, Report of Inventions and Subcontracts, for submission of interim and final invention reports. The DD Form 882 and all invention disclosures shall be submitted to the Administrative Agreement Officer.

25. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

Rights in technical data and computer software under this Grant shall be as specified in 48 CFR 227, DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7037 as amended, which are herein incorporated by reference.

26. DISPUTES

In accordance with the provisions of Section 22.815 of the Department of Defense Grant and Agreement Regulations (DoDGARS) (to be codified at 32 CFR 22.815) the following procedures apply to any claim, dispute, or appeal of issues arising under or related to this Grant:

a. **Policy.** Disputes between the Grantee and the Grantor shall be resolved by mutual agreement at the Agreement Officer level, to the maximum extent possible. If resolution cannot be obtained between the Grantee and the Agreement Officer, the parties may agree to seek resolution through Alternative Disputes Resolution (ADR).

b. **ADR Procedures.**

(1) If the Agreement Officer and the Grantee are unable to resolve an issue through unassisted negotiations, the parties shall consider implementation of ADR procedures. ADR procedures may be used prior to submission of a claim or at any time prior to the Grant Appeal Authority's decision on an appeal.

(2) ADR procedures are any voluntary means (e.g., arbitration, mediation, etc.) used to resolve issues in controversy without resort to litigation or formal administrative claims or appeals.

c. **Claims.**

(1) Claims arising under or relating to the Grant must be submitted in writing not more than 180 days after the Grantee is made aware of the basis for the claim. The claim shall specify the nature and basis for the relief requested, and include all the available data to support the claim.

(2) Within 60 calendar days of receipt of the written claim, the Agreement Officer shall either:

(a) Prepare a written decision, which shall state the grounds for the decision, identify all relevant data on which the decision is based, and identify and give the mailing address for the cognizant Grant Appeal Authority; or

(b) Notify the Grantee of a specific date when a written decision will be rendered, if more time is required to do so. The notice shall inform the Grantee of the reason for the delay.

(3) The decision of the Agreement Officer shall be final, unless the Grantee decides to appeal as set forth in Article 26(d). During appeal, the parties may submit the matter for ADR.

d. Appeal Procedures.

(1) Within 90 calendar days of receiving the decision, Grantee may file a written "Notice of Appeal" with the Grant Appeal Authority and the Agreement Officer. The Appeal Authority is designated as the person occupying the position one level above the Agreement Officer. If the Grantee elects to use ADR procedures, Grantee is permitted an additional 60 calendar days to file the written "Notice of Appeal."

(2) Within 30 calendar days of receiving the "Notice of Appeal", the Agreement Officer will forward to the Grants Appeal Authority and the Grantee, the appeal file, which shall include copies of all documents relevant to the appeal. The Grantee may supplement the file with additional documents it deems relevant to the appeal. Both the Agreement Officer and the Grantee may supplement the file with a memorandum in support of their respective positions. The Grant Appeal Authority may request additional information from either the Agreement Officer or the Grantee.

(3) The appeal shall be decided solely on the basis of the written record, unless the Grant Appeal Authority decides to conduct fact-finding procedures or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

(4) Grantee may be represented by counsel or any other designated representative in any claim, appeal, or ADR proceeding brought pursuant to this Article, as long as the representative is not otherwise prohibited by law or regulation from appearing before the Grantors Agency.

(5) The parties agree that the Appeal Authority's decision shall be final. Nothing in this agreement is intended to limit the Grantee's right to any remedy under the law.

27. SUSPENSIONS AND TERMINATIONS

a. The award may be terminated, in whole or in part, only if one of the following applies:

(1) By the Grantor if the Grantee materially fails to comply with the terms and conditions of the award.

(2) By the Grantor, with the consent of the Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

(3) By the Grantee upon sending the Grantor written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If the Grantor determines, in the case of partial termination, that the reduced or modified portion of the Grant will not accomplish the purposes for which the Grant was made, it may terminate the Grant in its entirety under either a. (1) or (2) above.

b. If costs are allowed under an award, the responsibilities of the Grantee regarding closeout as defined in THE APPROPRIATE PART OF 2 CFR, including those for property management, if applicable, shall be considered in the termination of the award, and provisions shall be made for continuing responsibilities of the Grantee after termination, if appropriate.

28. SECURITY

As a general rule, principal investigators will not need access to classified security information in the conduct of research supported under this Grant. Should it appear that access to such information is desirable; the Grantee shall advise the Grantor and request clearance for the investigator. Should information be developed under the course of work under this Grant that, in the judgment of the principal investigator or the Grantee, should be classified, the Grantor shall be notified immediately.

29. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of the Grant, or to any benefits that may arise there from, in accordance with 41 U.S.C. 22.

30. NONDISCRIMINATION

By accepting funds under this Grant, the recipient assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).

(c) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

31. ACCESS TO INFORMATION

a. Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditures. The United States Government shall have access to records in accordance with DoDGARs 32.53 and 34.42.

b. The parties understand that information and materials provided pursuant to or resulting from this Grant may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Grantee is responsible for compliance with all applicable laws and regulations. Nothing in this Grant shall be construed to permit any disclosure in violation of those restrictions.

The Grantee will be conducting *unclassified* fundamental research that will become part of the public domain. This type of activity is exempt from ITAR per 22 CFR 120.11 Section (a) Item (8), FAR 27.404(g)(2) as implemented by NSDD Rule 189.

The concept of "fundamental research" was established by National Security Decision Directive 189 (NSDD 189), which establishes a national policy with regard to how such research shall be treated for purposes of the various export control regimes.

NSDD 189 defines fundamental research as:

basic and applied research in science and engineering where the resulting information is to be shared broadly within the scientific community.

NSDD 189 provides that the conduct, products, and results of fundamental research are to proceed largely unfettered by deemed export restrictions. It also states that the government must determine - before releasing a research opportunity - whether the research should be classified or otherwise kept secret. Research that carries access, participation, or dissemination restrictions will not qualify as fundamental research for purposes of the export control regulations.

Because export regulations expressly recognize that fundamental research is not subject to deemed export controls, no export license or other authorization is needed to involve foreign nationals in fundamental research activity. However, such research may give rise to export issues if it requires exposure of foreign nationals to export-controlled items or information being provided by a third party. Vendors, and occasionally government collaborators, may have needed information or equipment that is disclosure-restricted.

Even though the conduct, products, and results of fundamental research may proceed openly and be shared freely with foreign nationals in the United States without concern for deemed export restrictions, export-controlled information or materials provided by a third party may not be openly shared with foreign nationals, even though those individuals may be important contributors to the performance of the fundamental research. For example, a vendor or a research partner may have to disclose the heat and vibration tolerances on a piece of export-controlled hardware being provided for use in carrying out a fundamental research experiment. Information about export-controlled equipment is itself export-controlled. It carries with it export control requirements that must be honored by the researcher who agrees to be a recipient of such information.

The Grantee agrees to permit any person or persons designated by the Grantor access during normal business hours to such books, records, accounts, and other sources of information, and facilities as is reasonably necessary to ascertain compliance with the provisions of this Grant.

32. ENVIRONMENTAL STANDARDS

By accepting funds under this Grant, the recipient assures that it will:

(a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.

- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

(b) Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.

(3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

33. RESEARCH INVOLVING RECOMBINANT DNA MOLECULES

Any Grantee performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," Nov 1984 (49 FR46266-46291), or such later revision of those guidelines as may be published in the Federal Register.

34. HUMAN SUBJECTS/LIVE ORGANISMS

i. Assurance of Compliance by Internal Review Board (IRB). The Grantee is responsible for the assurance of compliance by the Internal Review Board (IRB) for the protection of the rights and welfare of any human subjects. The Grantee is responsible to have the most current and valid assurance. See Section ii and iii for further information.

ii. Human Subjects. The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this award. The Grantee agrees to comply with the agencies implementation on the common rule (i.e. June 3, 1986 51 FR 20204; November 10, 1988 53 FR 45660; and June 18, 1991 56 FR 28004) on protection of human subjects, and such other requirements as are established by the awarding agency.

The Grantee **SHALL** notify the DARPA PM, and GRANT/Agreement Administrator within 24 hours if any of the following occurs: 1. the protocol is suspended, 2. a death occurs as a consequence of the research protocol, or 3. a life-threatening adverse event occurs as a consequence of the research protocol. Notification **SHALL** be made orally and followed up in writing.

iii. Live Organisms. By accepting funds under this GRANT, the Grantee assures that it will comply with applicable provisions of national policies concerning live organisms.

a. Human Subject. Government funds may NOT be used for research that uses uninformed or non-voluntary humans as experimental subjects. The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities supported by this grant. The Grantee agrees to comply with:

(1) The Common Federal Policy for the Protection of Human Subjects codified by the Department of Health and Human Services at 45 CFR Part 46 and implemented by the Department of Defense 32 CFR Part 219, current edition.

(2) DoD Directive 3216.2, "Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research," 25 March, 2002.

(3) DHHS Regulations, "Protection of Human Subjects" (45 CFR 46), December 2001, as amended.

(4) FDA Regulations, 21 CFR, subchapters A, D, and H.

(5) DoD 3210.6-R, "DoD Grant & Agreement Regulations," 13 April, 1998.

(6) Section 980 of Title 10, United States Code.

(7) DoD Directive 6200.2 "Use of Investigational New Drugs for Force Health Protection," 1 August 2000.

(8) DoD Directive 6000.8 "Funding and Administration of Clinical Investigation Programs," 3 November 1999.

b. Animals. The Grantee is responsible for the protection of the rights and welfare of any animal involved in research, experimentation, or testing supported by this contract. The Grantee agrees to comply with:

(1) Rules on animal acquisition, transport, care, handling, and use in (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2159, as amended); and (ii) the "Guide for the Care and Use of Laboratory Animals", National Institutes of Health Publication No. 86-23.

(2) Prohibitions on the purchase or use of dogs and cats for certain medical training purposes, in Section 8019 (10 U.S.C. 2241 note) of the Department of Defense Appropriations Act, 1991 (Public Law 101-511).

(3) Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking possession, transport, purchase, sale, export or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

iv. This article shall be flowed down to subcontractors, suitably modified to ensure that the recipient fully complies with this article.

No work can be performed on human subjects without a valid Institutional Review Board (IRB), Federal-Wide Assurance (FWA), and Consent Form Review and Approval. Protection of Human/Animal Subjects applies to both Prime and Sub-Awardees. No research under this contract involving human subjects can be performed until all certifications and approvals have been obtained and kept updated.

Protection of Human/Animal Subjects applies to both Prime and Sub-Awardees. This clause shall be flowed down to subcontractors, suitably, modified to ensure that the recipient fully complies with this clause.

35. CERTIFICATION OF IRB, FWA, CONSENT FORM REVIEW AND APPROVAL

The grantee shall provide written certification in accordance with the requirements of 32 CFR 219 that the research being performed under this grant involving human subjects has been reviewed and approved or determined to be exempt by a duly established Institutional Review Board (IRB). A copy of the approved human subject research protocol, the approved consent form, a copy of the IRB approved assurance, and a copy of the Federal-Wide Assurance shall be included with the certification. In lieu of a new assurance, a current assurance appropriate for the research under this grant that is on file with the Office for the Protection from Research Risks, Department of Health and Human Services, and that is approved for federal-wide use, will be acceptable. Per 32 CFR 219 Section 219.114, grantees performing this research in conjunction with one or more other institutions, may enter into a cooperative agreement with the other institution(s) for the purpose of the IRB approval.

This deliverable is due 30 days after contract award, annually, and prior to expiration of any documentation. A one-time extension of 30 days will be granted upon request to the Grant Officer.

Additional submissions are due annually and prior to expiration of any documentation following the first submission. If the period of performance of this grant is less than 1 year, and in the event the grant is extended beyond 12 months, this deliverable shall be required.

Failure to provide this deliverable, in a complete form with all approval documentation could result in termination of the grant.

36. DATA COLLECTION

Data collection activities, if any, performed under this project are the responsibility of the Grantee, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The Grantee shall not represent to respondents that such data are being collected for or in association with the awarding agency, without the specific written approval of the Agreement Officer. However, this requirement is not intended to preclude mention of awarding agency support of the project in response to an inquiry or to preclude acknowledgment of such support in any publication of this data.

37. SITE VISITS

The Grantor, through authorized representatives, has the right during normal business hours, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the Grantor to the premises of the Grantee, a sub-Grantee, or sub-contractor, the Grantee shall provide, and shall require its sub-Grantees and sub-contractors to provide, all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work.

38. PREFERENCE FOR U. S. FLAG AIR CARRIERS

Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

39. ACTIVITIES ABROAD

The Grantee shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activities are to be conducted.

40. CARGO PREFERENCE

The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

41. DEBARMENT AND SUSPENSION

This award is subject to any Federal regulations that provide for debarring organizations or individuals from eligibility to participate under financial assistance programs.

42. TRAVEL APPROVAL

a. If the Grantee is an educational institution, travel and per diem shall be allowed in accordance with the Grantee's established policy and 2 CFR Part 220. If there is a conflict between the policies, 2 CFR Part 220 shall take precedence.

b. If the Grantee is a nonprofit organization, state and local government or for profit organization, travel and per diem costs claimed shall not exceed those rates specified in Volume II of the Joint Travel Regulation in effect at the time travel is actually performed. All travel costs shall not exceed the Joint Travel Regulations statutory limitations. The Grantee agrees to use the most economical method of travel available. The Grantee will use his best effort to make reservations in advance, thereby obtaining lower costs for airfare.

c. Foreign travel requires liaison with the Agreement Officer Representative for advance approval. Grantee is cautioned that such advance approval could require 90 days in certain situations.

43. MILITARY RECRUITING ON CAMPUS (UNIVERSITIES ONLY)

As a condition for receipt of funds under this award, the Grantee agrees that it is not an institution of higher education (as defined in 32 CFR Part 216) that has a policy of denying or effectively preventing the Secretary of Defense from obtaining for military recruiting purposes: (A) entry to campuses or access to students on campuses; or (B) access to directory information pertaining to students. If it is determined, during the period of performance of this agreement, using the procedures in 32 CFR Part 216, that Grantee is such an institution of higher education, and therefore, in breach of this provision, the Government will cease all payment of DOD funds under this agreement and all other DOD Grants and cooperative agreements to the Grantee. The Government may suspend or terminate such Grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

RESEARCH GRANT SCHEDULE

7. Points of Contact:

a. Grant Administrator: Department of the Interior
Interior Business Center
Acquisition Services Directorate
Division III
P.O. Box 1420
Sierra Vista, AZ 85636
Attention: Kurrin Benham
Telephone: (520) 439-2420
Fax: (520) 439-2595
Email: Kurrin_Benham@nbc.gov

8. Performance Period: The period of performance will be for a 54 month period and will be effective **06/27/2012 through 12/26/2016**

Base Period (Phase 1) - 18 months 06/27/2012 – 12/26/2013
Option Period 1 (Phase 2) - 18 months 12/27/2013 – 06/26/2015
Option Period 2 (Phase 3) - 18 months 06/27/2015 – 12/26/2016

9. Funding: The following funds are allotted to this grant.

Base Period (Phase 1) - \$2,303,196.00 (P413/00, P413/01)
Option Period 1 (Phase 2) - \$1,835,062.00 (if funded)
Option Period 2 (Phase 3) - \$1,943,364.00 (if funded)

a. Award Amount: \$6,235,816.00
b. Funded Amount: \$1,049,881.00
c. Unfunded Amount \$5,185,935.00

10. Appropriation Data:

AO # P413/00 \$895,687.00

Account Assignment: Y G/L Account: 6100.255C0
Business Area: D000 Commitment Item: 255C00
Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000
Fund: XXXD4523WH Fund Center: DS68694100
Project/WBS: DR.WHDRP.12P41300
PR Acct Assign Line: 01

AO # P413/01 \$154,194.00

Account Assignment: Y G/L Account: 6100.255C0
Business Area: D000 Commitment Item: 255C00
Cost Center: DS68694100 Functional Area: DWHAQE000.1K0000
Fund: XXXD4523WH Fund Center: DS68694100
Project/WBS: DR.WHDRP.12P41301
PR Acct Assign Line: 01

11. **Terms and Conditions:** This grant is subject to Department of Interior, Interior Business Center, Acquisition Services Directorate, Sierra Vista Division, General Terms and Conditions for Grant Award to Educational Institutions, Nonprofit Organizations, and State and Local Governments set forth in the attached Exhibit A and to any Special Terms and Conditions contained in Item 18 of this Research Grant Schedule.

12. **Options for Additional Periods of Research:**

Option Period 1 (Phase 2) - 18 months 12/27/2013 – 06/26/2015

Option Period 2 (Phase 3) - 18 months 06/27/2015 – 12/26/2016

13. **Funding Increments and Options:** The Grantor's obligation to provide funding for increments and/or options is pursuant to Article 12 of Exhibit A.

THIS ACTION IS MADE ON BEHALF OF A DoD CUSTOMER UTILIZING DoD FUNDS.

UNITED STATES OF AMERICA
DOI/IBC
Acquisition Services Directorate
Division III

NancyAnn K. Tinnell, Agreements Officer
Date:

DEPARTMENT OF THE INTERIOR
Interior Business Center
Acquisition Services Directorate, Sierra Vista Division
P.O. Box 1420
Sierra Vista, AZ 85636

RESEARCH GRANT SCHEDULE

1. Grant Number: D12AP00074 **Amendment 0002**

2. Grantee: Arizona State University
660 S. Mill Avenue, Suite 312
Box 876011
Tempe, AZ 85281-6011

3. Identification Numbers:

Tax Identification Number (TIN): **86-01-96696**

Data Universal Numbering System (DUNS) Number: **943360412**

Commercial and Government Entity (CAGE) Code: **4B293**

Federal Interagency Code for Education (FICE): **001081**

Catalog of Federal Domestic Assistance (CFDA): **12.910**

Defense Advanced Research Projects Agency (DARPA) Order (MIPR Number:
(HR001131708)

4. Principal Investigator/Key Personnel: Dr. Steve Corman
Phone: (480) 965-4291
Steve.Corman@asu.edu

5. Purpose: The purpose of amendment 0002 is to:

- a. Correct Item 9, entitled, Funding of the Research Grant Schedule, Amendment 0001, dated 11/20/2012,
- b. Incrementally fund the Base Period (Phase 1),
- c. Update Items 6b, and 6c, entitled Points of Contact, of the Research Grant Schedule, and,

d. Update Exhibit a, Article 17, entitled, Financial Reporting Requirements of the Terms and Conditions.

6. The Base period (Phase 1), Item 9 entitled funding of the Research Grant Schedule Amendment 0001, dated, 11/20/2012 is hereby corrected as follows;

From: Base Period (Phase 1) - \$2,303,196.00 (P413/00, P413/01)

To: Base Period (Phase 1) - \$2,457,390.00 (P413/00, P413/01)

7. The Base Period (Phase 1) is hereby incrementally funded in the amount of \$470,000.00, in accordance with Exhibit A, Article 12, entitled, Funding Increments and/or Options, of the Terms and Conditions for Grant Award to Educational Institutions, Nonprofit Organizations, and State and Local Governments.
8. Items 6b and 6c are hereby updated to reflect the Department of the Interior, name change and Defense Advanced Research Projects Agency (DARPA) address change as follows:

6. Points of Contact:

b. Grants Officer's Representative:

Department of the Interior
Interior Business Center
Acquisition Services Directorate
Division III
P.O. Box 1420
Sierra Vista, AZ 85636

Attention: Roy L. Peters
Telephone: (520) 439-2465
Fax: (520) 439-2595
Email: Roy_L_Peters@nbc.gov

c. DARPA Program Manager (PM)

Defense Advanced Research Projects
Agency
Defense Sciences Office (DSO)
675 N. Randolph Street
Arlington, VA 22203-2114

Attention: Dr. William Casebeer
Telephone: (571) 526-4163
Fax: (571) 218-4553
Email: William.casebeer@darpa.mil

9. Exhibit A, Article 17, of the Terms and Conditions, entitled, Financial Reporting Requirements is hereby updated to reflect paragraph c. in accordance with Public Law 109-

282 FFATA Legislation. Agencies awarding Grants shall include language and delineate reporting requirements in the Transparency Act.

c. The Grantee shall report on first-tier sub awards and executive compensation in accordance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associated 2008 amendments. Reporting is required for grants equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently deobligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of FFATA. The Grantee shall report the information as per the instructions at www.fsrs.gov.

10. Item 8, of the Base Research Grant Schedule, entitled, Performance Period is restructured as follows:

8. Period of Performance Profile:

- a. Base Period (Phase 1) (06/27/2012 – 12/26/2013) \$2,457,390.00 (AO #P413/00, P413/01, HR001131708)
- b. Option Period 1 (Phase 2) (12/27/2013 – 06/26/2015) \$1,835,062.00 (if funded)
- c. Option Period 2 (Phase 3) (06/27/2015 – 12/26/2016) \$1,943,364.00 (if funded)
- d. **Total Amount of Award: \$6,235,816.00**

11. Item 9, of the Base Research Grant Schedule, entitled, Funding is restructured as follows:

9. Funding: Funds allotted to this grant.

FY12	\$895,687.00 (AO#P413/00)
FY12	\$154,194.00 (AO#P413/01)
FY13	\$470,000.00 (MIPR# HR001131708)

TOTAL: \$1,519,881.00

12. Item 10, of the Base Research Grant Schedule, entitled, Appropriation Data, is hereby updated to reflect the current appropriation data pursuant to this action.

10. Appropriation Data: Pursuant to this action.

MIPR# HR001131708 \$470,000.00

Account Assignment: Y G/L Account: 6100.255C0

Business Area: D000 Commitment Item: 255C00 Cost

Center: DS68694100 Functional Area:

DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center:

DS68694100 Project/WBS: DR.WHDRP.13170800 PR Acct

Assign Line: 01

13. The Base Period (Phase 1) funded amount is hereby increased by \$470,000.00 from \$1,049,881.00 to \$1,519,881.00.
14. The estimated award amount of the Base Period (Phase 1) remains unchanged at \$2,457,390.00. If funded.
15. The overall award amount of the Grant remains unchanged at \$6,235,816.00, if all options are funded.
16. The period of Performance of the Base Period (Phase 1) remains unchanged at 06/27/2012 through 12/26/2013.
17. The overall Period of Performance remains unchanged at 06/27/2012 through 12/26/2016, if all options are implemented.
18. All other terms and conditions remain unchanged.

THIS ACTION IS MADE ON BEHALF OF A DoD CUSTOMER UTILIZING DoD FUNDS.

UNITED STATES OF AMERICA
DOI/IBC
Acquisition Services Directorate
Division III

NancyAnn K. Tinnell
Agreements Officer
Date:

DEPARTMENT OF THE INTERIOR
Interior Business Center
Acquisition Services Directorate, Sierra Vista Division
P.O. Box 1420
Sierra Vista, AZ 85636

RESEARCH GRANT SCHEDULE

1. **Grant Number:** D12AP00074 **Amendment 0003**
2. **Grantee:** Arizona State University
660 S. Mill Avenue, Suite 312
Box 876011
Tempe, AZ 85281-6011
3. **Identification Numbers:**

Tax Identification Number (TIN): 86-01-96696

Data Universal Numbering System (DUNS) Number: 943360412

Commercial and Government Entity (CAGE) Code: 4B293

Federal Interagency Code for Education (FICE): 001081

Catalog of Federal Domestic Assistance (CFDA): 12.910

Defense Advanced Research Projects Agency (DARPA) MIPR Number:
(HR001133500)
4. **Principal Investigator/Key Personnel:** Dr. Steve Corman
Phone: (480) 965-4291
Steve.Corman@asu.edu
5. **Purpose:** The purpose of amendment 0003 is to:
 - a. Incrementally fund the Base Period (Phase 1),
6. The Base Period (Phase 1) is hereby incrementally funded in the amount of \$937,509.00, in accordance with Exhibit A, Article 12, entitled, Funding Increments and/or Options, of the Terms and Conditions for Grant Award to Educational Institutions, Nonprofit Organizations, and State and Local Governments.

7. Item 8, of the Base Research Grant Schedule, entitled, Performance Period is restructured as follows:

8. Period of Performance Profile:

- a. Base Period (Phase 1) (06/27/2012 – 12/26/2013) \$2,457,390.00 (AO #P413/00, P413/01, HR001131708, HR001133500)
- b. Option Period 1 (Phase 2) (12/27/2013 – 06/26/2015) \$1,835,062.00 (if funded)
- c. Option Period 2 (Phase 3) (06/27/2015 – 12/26/2016) \$1,943,364.00 (if funded)
- d. **Total Amount of Award: \$6,235,816.00**

8. Item 9, of the Base Research Grant Schedule, entitled, Funding is restructured as follows:

9. Funding: Funds allotted to this grant.

FY12	\$895,687.00 (AO#P413/00)
FY12	\$154,194.00 (AO#P413/01)
FY13	\$470,000.00 (MIPR# HR001131708)
FY13	\$937,509.00 (MIPR# HR001133500)

TOTAL: \$2,457,390.00

9. Item 10, of the Base Research Grant Schedule, entitled, Appropriation Data, is hereby updated to reflect the current appropriation data pursuant to this action.

10. Appropriation Data: Pursuant to this action.

MIPR# HR001133500 \$937,509.00
Account Assignment: Y G/L Account: 6100.255C0
Business Area: D000 Commitment Item: 255C00 Cost
Center: DS68694100 Functional Area:
DWHAQE000.1K0000 Fund: XXXD4523WH Fund Center:
DS68694100 Project/WBS: DR.WHDRP.13170800 PR Acct
Assign Line: 01

10. The Base Period (Phase 1) funded amount is hereby increased by \$937,509.00 from \$1,519,881.00 to \$2,457,390.00.

11. The estimated award amount of the Base Period (Phase 1) remains unchanged at \$2,457,390.00. The Base Period (Phase 1) is fully funded.
12. The overall award amount of the Grant remains unchanged at \$6,235,816.00, if all options are funded.
13. The period of Performance of the Base Period (Phase 1) remains unchanged at 06/27/2012 through 12/26/2013.
14. The overall Period of Performance remains unchanged at 06/27/2012 through 12/26/2016, if all options are implemented.
15. All other terms and conditions remain unchanged.

THIS ACTION IS MADE ON BEHALF OF A DoD CUSTOMER UTILIZING DoD FUNDS.

UNITED STATES OF AMERICA
DOI/IBC
Acquisition Services Directorate
Division III

NancyAnn K. Tinnell
Agreements Officer
Date: