

EXHIBIT A
JANUARY, 2016
DARPA AGENCY SPECIFIC TERMS AND CONDITIONS

This award is subject to the DoD Research and Development (R&D) general terms and conditions, which can be found at <http://www.onr.navy.mil/Contracts-Grants/submit-proposal/grants-proposal/grants-terms-conditions.aspx> under the header “DoD Research and Development General Terms and Conditions,” dated October 2015, and are incorporated herein. The DARPA Agency Specific Terms and Conditions supplement the DoD Research and Development general terms and conditions. This document addresses agency-specific concerns in addition to the above referenced regulations. Award recipients (hereafter, recipient) are accountable for all applicable statutory and regulatory requirements that govern these awards, even if not specifically listed in this document or documents referenced herein.

ORDER OF PRECEDENCE

Any inconsistencies in the requirements of this award shall be resolved in the following order:

- Federal statutes
- Federal regulations
- 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103
- Award-specific terms and conditions (DARPA Agency Specific terms and conditions)
- DoD Research and Development general terms and conditions

In case of disagreement with any requirements of this award, the recipient shall contact the Grants/Agreements Officer listed in the award document in order to resolve the issue. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

1. Research Responsibility
2. Amendment of Award
3. Payments
4. Prior Approvals
5. Reports and Reports Distribution
6. Public Release or Dissemination of Information
7. Acknowledgment of Sponsorship
8. Intellectual Property Matters
9. Activities Abroad
10. Security
11. Research Involving Recombinant DNA Molecules
12. Restrictions on Printing
13. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements

1) **Research Responsibility:**

a) The recipient has full responsibility for the conduct of the research activity supported by this award, in accordance with the recipient's proposal, and the terms and conditions specified in this award. Recipients are encouraged to suggest or propose to discontinue or modify unpromising lines of investigation or to explore interesting leads which may appear during the development of the research. However, they must consult the Grants Officer's Representative (GOR)/Agreement Officer's Representative (AOR) through the Administrative Grants Officer (AGO)/Administrative Agreements Officer (AAO) before significantly deviating from the objectives or overall program of the research originally proposed.

b) The recipient shall immediately notify the Grants Officer/Agreements Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2) **Amendment of Award:** The only method by which this award can be amended is by a formal, written amendment signed by either the Grants Officer/Agreements Officer or the AGO/AAO. No other communications, whether oral or in writing, shall modify this award.

3) **Payments:**

a) **Submitting Payments Through Wide Area Work Flow (WAWF):** All payments shall be made by funds transfers to the bank account registered in the System for Award Management (SAM), <http://www.sam.gov>. The recipient agrees to maintain its registration in SAM, including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in SAM, it is the recipient's responsibility to notify the AGO/AAO and obtain a modification to this award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of a recipient's failure to maintain correct/current EFT information within its SAM registration.

- 1) Any request for advance payments must be approved by the AGO/AAO at the Administrative Office designated in the award document.
- 2) Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. Electronic submission of payment requests requires the recipient to register in WAWF and have the appropriate CAGE code activated. The recipient's SAM Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the recipient's CAGE Code is activated, the SAM EBPOC will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. The ONR Regional Offices will assist in this process. The ONR Regional Office is listed as the Administrative Office in the award document. Please call the ONR Regional Office with any questions regarding access to or use of WAWF.

4) **Prior Approvals:**

In addition to the prior approvals required by the DoD R&D general terms and conditions, prior written approval is required for the following actions:

- o The subaward, transfer, or contracting out of any work under this award, unless described in the recipient's proposal and specifically approved and funded in the Award Schedule. The recipient's request for approval shall include the following supporting data:
 - (i) Basis for contractor selection;
 - (ii) Justification for lack of competition when competitive bids or offers are not obtained;

- (iii) Basis for award cost or price, to include price or cost analysis performed by the recipient; and
- (iv) Approval of the GOR/AOR.

5) **Reports and Reports Distribution**: Reports shall be furnished as specified below:

a) **Report Types**.

1) *Quarterly R&D Status Report* - This report, due 30 days after the reporting period, shall keep the Government informed of recipient activity and progress toward accomplishment of award objectives and advancement in state-of-the-art on the research and development involved.

2) *Special Technical Report* - This report, due as required, shall document the results of a significant task, test, event or symposium.

3) *Final Technical Report* - This report, due 90 days after expiration or termination of the award, shall document the results of the complete effort. It shall contain brief information on each of the following:

a) A comparison of actual accomplishments with the goals and objectives established for the award, the findings of the investigator, or both.

b) Reasons why established goals were not met, if appropriate.

c) Other pertinent information.

4) *Final Financial Status Report* - This report, due 90 days after completion of the award, shall be submitted on a Standard Form 425 "Federal Financial Report (FFR)". The report shall be on a cash or accrual basis, depending on how the recipient's accounting records are normally kept.

5) *Report of Federal Cash Transactions [applicable only to advance payment awards]* – This report, due 15 days following the end of each quarter, shall be submitted on a Standard Form 425. The recipient shall provide forecasts of Federal cash requirements in the "Remarks" section of the report.

b) **Report Distribution**:

<u>Addresses</u>	<u>Report Types [7.(a)]</u>	<u>Number of Copies</u>
Grants Officer's Representative/ Agreement Officer's Representative	1, 2, 3, 4, 5	2
DARPA Program Manager	1, 2, 3, 4, 5	1
Administrative Grants Officer/ Administrative Agreements Officer	3, 4, 5	2
DARPA/Research Services	3	1
Defense Technical Information Center ATTN: DTIC-O 8725 John J. Kingman Road Ft. Belvoir, VA 22060-6218	3	2
DARPA Grants Officer/ Agreements Officer	3, 4, 5	1

6) **Public Release or Dissemination of Information**

- a) At this time, DARPA expects the work performed under this award to be fundamental research, and it is, therefore, not subject to publication restrictions. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and requirements, pursuant to DoD Instruction 5230.27 dated October 6, 1987.
- b) All papers resulting from this award will include the following distribution statement:

“Approved for public release; distribution is unlimited.”
- c) Should the character of the research change during award performance so that the research is no longer considered fundamental, the award will be modified to impose the restrictions on public release and dissemination of information that apply to those research efforts that are not considered fundamental research.

7) **Acknowledgment of Sponsorship:**

a) The recipient agrees that in the release of information relating to this award, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not necessarily reflect the position or the policy of the Government, and (3) no official endorsement should be inferred.

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

c) Nothing in the foregoing shall affect compliance with the requirements of the clause entitled "Security."

- 8) **Intellectual Property Matters:** Questions regarding intellectual property matters should be referred to Grants Officer/Agreements Officer.

All patent reports (interim and final) shall be submitted using the i-Edison.gov reporting website (<http://s-edison.info.nih.gov/iEdison>). In the event the recipient is unable to submit reports through i-Edison, the recipient may 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 AGO/AAO for proper disposition and forwarding to the Grants/Agreements Officer.

- 9) **Activities Abroad:** The recipient 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 recipient compliance with the laws and regulations of the country in which the activities are to be conducted.
- 10) **Security:** The recipient may not be granted access to classified information under this award. If security restrictions should happen to apply to certain aspects of the proposed research, the recipient will be so informed. In the event that the scientific work under this award may need classification, or involve access to or storage of any classified data, the Government shall make its decision on the need to classify, or require such access or storage, within 30 days after receipt of written notice from the recipient. If the decision is affirmative, the Government shall invoke the clause in reference to the “Termination” proceedings in the DoD R&D general terms and conditions.
- 11) **Research Involving Recombinant DNA Molecules:** Any recipient 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,” July 5, 1994 (59 FR 34496) as amended, or such later revision

of those guidelines as may be published in the Federal Register.

12) **Restrictions on Printing:**

Unless otherwise authorized in writing by the AGO/AAO, reports, data, or other written material produced using funds provided by this award and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple page report. These restrictions do not preclude the writing, editing, and preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this award, or incidental printing such as forms or materials necessary to be used by the recipient to respond to the terms of the award. To satisfy the requirements of the Defense Technical Information Center, at least one copy of each technical report submitted to the Defense Technical Information Center must be black typing or reproduction of black on white paper or suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this paragraph.

In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the recipient is encouraged to submit paper documents, such as letters or reports, that are printed/copied double-sided on recycled paper that has at least 30 percent postconsumer material.

13) **Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements**

- a) The recipient shall not require employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - 1) Will prohibit the recipient's use of any FY 2016 or FY 2015 funds under this award, in accordance with Federal appropriations law; and
 - 2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.