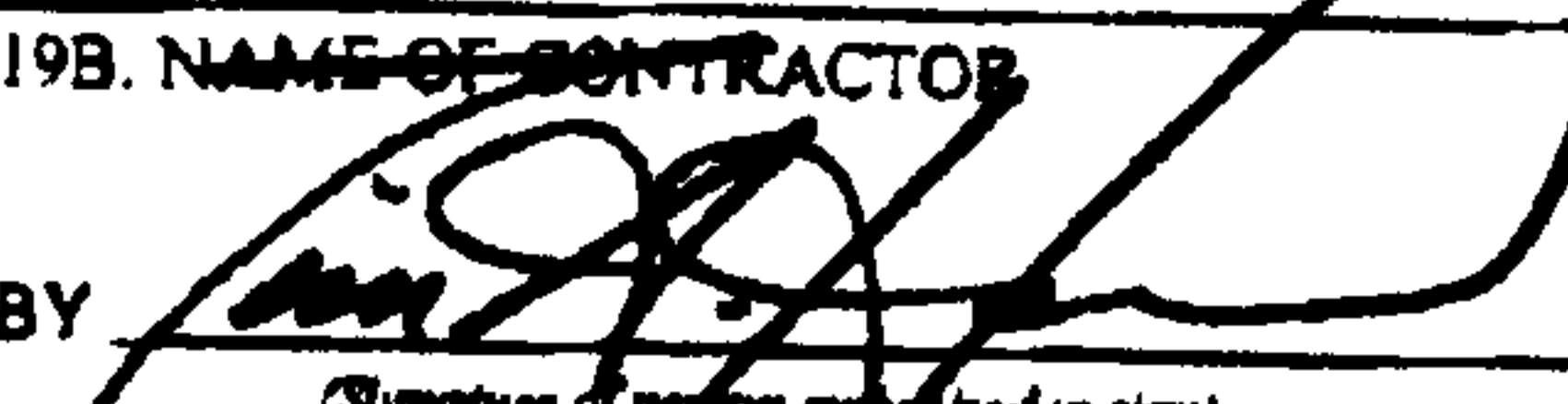


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 20		
2. CONTRACT (Proc. Inv. Ident.) NO. HR0011-08-C-0016		3. EFFECTIVE DATE 04 Jan 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. X148/00			
5. ISSUED BY DARPA CMO ATTN: (b)(6) 3701 N. FAIRFAX DR. ARLINGTON VA 22203		CODE HR0011	6. ADMINISTERED BY (If other than item 5) DCMA BOEING MESA 5000 EAST MCDOWELL ROAD BLDG. 510, MS A277 MESA AZ 85215-8787		CODE S0304A		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) MCDONNELL DOUGLAS HELICOPTER COMPANY 5000 E. MCDOWELL ROAD MESA AZ 85215-8787			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT N/A		
CODE 8V813		FACILITY CODE		10. SUBMIT INVOICES 1 (1 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM Section G		
11. SHIP TO/MARK FOR DARPA 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 162381 COLUMBUS OH 43218-2381		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$1,918,474.00		
16. TABLE OF CONTENTS							
(X) SEC	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15 - 20
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	3 - 5	X	J	LIST OF ATTACHMENTS	20
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	8 - 8		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	10 - 11	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	12 - 14				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return (copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments listed herein.)			18 [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) Timothy Alan Harness Contracts & Pricing Administrator			20A. NAME AND TITLE OF CONTRACTING OFFICER (b)(6)				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 04 Jan 08		20C. DATE SIGNED 1/4/08			
BY  (Signature of person authorized to sign)		(b)(6)					

Section B - Supplies or Services and Prices

<u>CONTRACT LINE ITEM NO. (CLIN)</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL ESTIMATED COST PLUS FIXED FEE</u>
0001	<p>The Contractor shall perform the Battlefield Helicopter Emulator (BHE) Program, Phase I in accordance with Attachment No. 1 - Statement of Work and Section C-1 of the Contract. Technical data, reports, and other deliverables shall be provided in accordance with Sections C-2, F-2, and F-3 of the Contract, and they are not separately priced.</p>	(b)(4)		\$1,918,474.00
000101	<p>Funding for CLIN 0001 AO No. X146/00 ACRN AA: \$848,000.00</p>	(b)(4)		\$1,918,474.00
TOTAL CONTRACT CONSIDERATION:		(b)(4)		\$1,918,474.00

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the Statement of Work entitled, "Battlefield Helicopter Emulator (BHE) Program, Phase I." A copy of the Statement of Work is incorporated into the Contract as Attachment No. 1.

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall be submitted in writing, as defined in FAR 2.101, or as specified below:

(1) R&D STATUS REPORT. This brief narrative, not to exceed five pages in length, shall contain the following:

- (i) For first report only; the date work actually started.
- (ii) Description of progress during the reporting period, supported by reasons for any change in approach reported previously
- (iii) Planned activities and milestones for the next reporting period.
- (iv) Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
- (v) Notification of any changes in key personnel associated with the contract during the reporting period.
- (vi) Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
- (vii) Summary of all problems or areas of concern.
- (viii) Related accomplishments since last report.
- (ix) Fiscal status, to include reporting of summary level financial data in the following format:

**R&D STATUS REPORT
PROGRAM FINANCIAL STATUS**

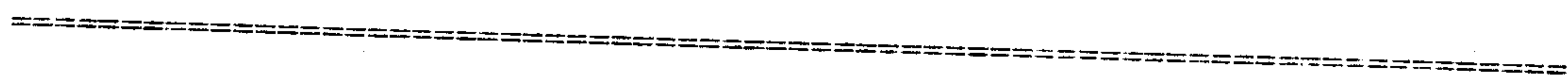
Work Breakdown	Cumulative to Date			At Completion		
Structure or Task Element	Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate	Remarks

Subtotal: _____

Management Reserve: _____

Or Unallocated Resources: _____

TOTAL: _____



Note: Budget at completion changes only with the amount of any scope changes. (Not affected by underrun or overrun)

Based on currently authorized work:

Is current funding sufficient for the current fiscal year (FY)? (Explain in narrative if "NO")

YES NO

What is the next FY funding requirement at current anticipated levels?

\$ _____

Have you included in the report narrative any explanation of the above data and are they cross-referenced?

YES NO

(2) FINAL REPORT. This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. Title pages shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

The Final Technical Report summary shall include:

- Task Objectives
- Technical Problems
- General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
- Technical Results
- Important Findings and Conclusions
- Significant Hardware Development
- Special Comments
- Implications for Further Research
- Standard Form 298, August 1998

(3) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES. The Contractor shall, as applicable, deliver those data items identified in Attachment No. 1 - Statement of Work. The Contractor shall adhere to the schedule, as applicable, in the Statement of Work. Briefing materials (hardcopy and softcopy) for all technical reviews and presentations shall be provided to the Government in the Contractor's format.

(b) Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

(c) Bulky Reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

(d) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting the sponsorship. In addition, a bibliography of the titles and authors of all such papers are to be included in the Final Technical Report.

(1) The cover or title page of each of the above reports or publications prepared, will have the following citation:

Sponsored by
Defense Advanced Research Projects Agency
Tactical Technology Office (TTO)
Program: Battlefield Helicopter Emulator (BHE) Program
Issued by DARPA/CMO under Contract No. HR0011-08-C-0016

(2) The title page shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

(3) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with an appropriate Distribution Statement.

(4) Distribution Statement B applies. "Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-9 **Inspection Of Research And Development (Short Form)** **APR 1984**

252.246-7000 **Material Inspection And Receiving Report** (*Note: Material Inspection and Receiving Reports will only be required for the final reports for the Basic Contract.*) **MAR 2003**

CLAUSES INCORPORATED BY FULL TEXT

E-1 Inspection and Acceptance

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

The term of the Contract commences on January 4, 2008 and continues through January 3, 2009.

F-2 Reports and Other Deliverables

Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with the following:

<u>Description</u>	<u>Due Date</u>
R&D Status Report	On a monthly basis. Due fifteen (15) days after the end of the reporting month.
Final Report	Upon completion of the Contract.
Additional Miscellaneous Data Deliverables	Reference to Attachment No. 1 - Statement of Work

F-3 Report Distribution

- (a) DARPA/TTO
ATTN: Dr. Daniel Newman
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: daniel.newman@darpa.mil
(one copy of all reports and deliverables)
- (b) DARPA/TTO
ATTN: Jeffrey Smith, Assistant Director, Program Management
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: adpm-tto@darpa.mil
(one copy of the R&D Status Reports and Final Report)
- (c) NASA Ames Research Center
Flight Vehicle Research and Technology Division
ATTN: William Warmbrodt, COR
Mail Stop: 243-12
Moffett Field, CA 94035-1000
Arlington, VA 22203-1714
Email: william.warmbrodt@nasa.gov
(one copy of the R&D Status Reports and Final Report)

- (d) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Report)
- (e) DARPA/CMO
ATTN: Christopher L. Glista
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: reportscg@darpa.mil
(one copy of the R&D Status Reports and Final Report)
- (f) Defense Technical Information Center
- (1) Email: TR@dtic.mil
(one electronic copy of the Final Report, if unclassified)
OR
- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Report if unclassified)

Note 1: (a) through (e) - submission of unclassified materials only. Submission of classified materials shall be coordinated through DARPA SID and/or Daniel Newman in accordance with the attached DD Form 254.

Note 2: For the Final Technical Report(s), the Contractor must also comply with the distribution requirements of DFARS 252.235-7011, as applicable.

F-4 Notice Regarding Late Delivery

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

ACRN AA 9770400 1320 X146 P7G10 2525 DPAC 7 5346 S12136 62702E \$848,000.00
(ARPA No. X146/00)

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

The Procuring Office Representative is Christopher L. Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, and email: christopher.glista@darpa.mil.

G-2 Contracting Officer

Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

G-3 Electronic Submission of Payment Requests

The Contractor shall contact the contract administration office at DCMA to establish an electronic payment process for this contract. The contract administration office is located at DCMA Boeing Mesa, 5000 East Mcdowell Road, Building 510, MS A277, Mesa, AZ 85215-9797, ATTN: MaryJo Russell, ACO, telephone: (480) 891-4645, and email address: MaryJo.Russell@dcma.mil.

G-4 Delegation of Authority for Contract Administration

DCMA Boeing Mesa is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.

G-5 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of William Warmbrodt/NASA Ames Research Center; telephone: (650) 604-5642, and email: william.warmbrodt@nasa.gov. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work;
- (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

