

OFFICE OF NAVAL RESEARCH (ONR)



PROGRAM ANNOUNCEMENT (PA) #N00014-20-S-B002

NAVY DECISION SCIENCE INCUBATOR

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I. OVERVIEW OF THE RESEARCH OPPORTUNITY

This publication constitutes a Program Announcement (PA) for awards by the Office of Naval Research (ONR) Contact and Grants Awards Management Division, ONR Code 25 (or otherwise approved by Code 25) as contemplated in 10 U.S.C. § 2371b and the Department of Defense (DoD) Other Transaction Guide, Nov 2018. A formal Request for Proposals (RFP), solicitation, and/or additional information regarding this PA will not be issued.

ONR reserves the right to fund all, some, or none of the proposals received under this PA. ONR provides no funding for direct reimbursement of proposal development costs. Technical and cost proposals (or any other material) submitted in response to this PA will not be returned. It is the policy of ONR to treat all proposals submitted under this PA as sensitive, competitive information and to disclose their contents only for the purposes of evaluation.

This PA is for the establishment of a Navy Decision Science Incubator. The Navy Decision Science Incubator will conduct work in the area of decision and behavioral science to identify, execute, and deliver research and prototypes aimed at improving the effectiveness and speed of Navy decision making across all functions within the Navy. Incubator activities may produce different types of prototypes (e.g. software applications, curriculum, algorithms, etc.) as long as there is a unique, novel application that is deployable to the intended Navy user community with minimal modification.

This PA utilizes competitive procedures in accordance with 10 U.S.C. 2302(2)(B) for the selection for award of science and technology (S&T) proposals. For purposes of this PA, S&T includes activities involving basic research, applied research, advanced technology development, and, under certain conditions, may include activities involving advanced component development and prototypes. This PA is not for the acquisition of technical, engineering, and other types of support services.

a. Required Overview Content

1. Federal Awarding Agency Name

Office of Naval Research,
One Liberty Center
875 N. Randolph Street
Arlington, VA 22203-1995

2. Funding Opportunity Title

Navy Decision Science Incubator

3. Announcement Type

Initial Announcement

4. Funding Opportunity Number

N00014-20-S-B002

5. Catalog of Federal Domestic Assistance (CFDA) Numbers

Not Applicable

6. Key Dates (See also Section II, paragraph d.4)

Anticipated Schedule of Events		
Event	Date (MM/DD/YEAR)	Time (EST)
Full Proposals Due Date	11/21/2019	9:00 AM
Technical Evaluations Complete*	12/04/2019	5:00 PM
Notification of Evaluations and Selection for Award*	12/05/2019	5:00 PM
Award*	TBD	TBD
Kickoff Meeting*	TBD	TBD

*These dates are estimates as of the date of this PA.

7. North American Industry Classification System (NAICS) code

The NAICS code for contracts under this PA is 541720 with a small business size standard of \$22.0 million.

II. DETAILED INFORMATION ABOUT THE FUNDING OPPORTUNITY

a. Program Description

Improved decision-making provides a decisive advantage for military operations. The ability to execute Naval missions successfully is related to the decision-making quality of leaders at many different levels, especially those in command. This PA requests the development of a Navy Decision Science Incubator to accelerate decision science and behavioral insights, techniques, and methodologies into Naval missions. New capabilities in these sciences will deliver tools and techniques: to inform leadership training and development, establishment of protocols and Naval Warfighting. The Navy Decision Science Incubator will work with stakeholders to identify, execute, and deliver prototypes. Incubator activities may produce different types of prototypes (e.g. software applications, curriculum, algorithms, etc.) as long as the resultant is a unique, novel application that is deployable to the intended Navy user community with minimal modification. Advances in decision and behavioral sciences are improving decision-making and outcomes for Government entities, but have not been widely explored within military domains.

Innovative proposals are requested to address technical challenges that need to be resolved for successful development and fielding of Naval capabilities for transition. A central element of the Navy Decision Science Incubator is the program selection and experimentation methodology approach. Proposals should identify an approach with a focus on rapid and iterative design using the experimental method. The goal is to accelerate the application of decision and behaviors sciences towards Navy specific challenges.

The Navy Decision Science Incubator will look across the Navy Enterprise regarding Warfare, Corporate, and Manpower, Personnel, Training and Education with a specific focus on:

1. Decision Science Training.

Developing and conducting research to establish, support, and assess decision sciences training curriculum, content, and distribution mechanisms (e.g. workshops, courses, scholarships, internships, technologies, etc.) for Navy institutions and personnel / leaders aligned with 21st century technologies and evidenced based practices.

2. Decision Science Capability.

Developing tools, techniques and best practices to support the application of decision and behavioral sciences within the Navy. The initial areas of focus is improving military readiness through reinforcement of signature and reduction of destructive behaviors. Signature behaviors refer to behaviors within the workplace that promote and are aligned with Navy core values. Destructive behaviors refer to behaviors, such as alcohol abuse, sexual harassment and sexual assault that are counterproductive to workplace morale and results in increased administrative burdens to the fleet. Beyond the initial area of focus, capability development may expand to other relevant topics such as decision biases, acquisition planning, programming, budgeting and execution, and operational decision-making.

b. Federal Award Information

1. Eligibility for Competition.

Proposals for supplementation of existing projects are eligible to compete with applications for new Federal awards under this PA.

2. Publication of Research.

The Government anticipates that the OTA(s) resulting from this PA will include both fundamental and non-fundamental research. Applicants are advised that efforts may require restrictions during the conduct of the research and DoD pre-publication review of such research results due to subject matter sensitivity.

3. Funded Amount and Period of Performance.

The Government anticipates the following:

A. Anticipated Number of Awards:

The Government anticipates (1) award resulting from this PA. However, the Government reserves the right to make more than one (1) award.

B. Total Amount of Funding Available:

The Government anticipates \$15 million annually (or \$75 million in total) for this effort. Of that amount, the Government presently has \$1 million available for award.

C. Anticipated Period of Performance:

The Government anticipates a period of performance of five (5) years, including a Base Period of one (1) year and four (4) option periods of one (1) year each.

4. Award Instrument.

The Government contemplates awarding one or more OTAs pursuant to 10 U.S.C. § 2371b.

A. Description of Instrument:

Other Transaction Agreement (OTA) for Prototypes. A legal instrument, consistent with 10 U.S.C. 2371b, which may be used for prototype projects directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the DoD, or for improvement of platforms, systems, components, or materials in use by the armed forces. The effort covered under an OTA shall not be duplicative of effort being conducted under an existing DoD program. Please refer to the DoD “Other Transactions Guide” dated November 2018, for additional information. This document, along with other OTA resources, may be accessed at the following link:

<http://www.acq.osd.mil/dpap/cpic/cp/10USC2371bOTs.html>

B. Instrument Type:

Applicants are encouraged to propose the most appropriate OTA type (as listed below) based upon their technical approach, SOW, and Management Plan. Applicants may select from the following types or propose a different type as appropriate.

- i. Expenditure-Based: Agreements where payments are exclusively or primarily based on amounts generated from the Awardee's financial or cost records.
- ii. Fixed-Amount: Agreements where the primary method of payment is not based on amounts generated from the awardee's financial or cost records, including agreements where the price is fixed against established milestones and/or estimated level-of-effort.

5. Model Agreement.

A model Agreement is provided as Appendix 2 of this PA. Applicants are instructed to include with their proposal either a) a statement affirming the Applicant's intent to accept the terms and conditions in the model Agreement or b) a list of exceptions taken and proposed alternatives for each. In the event of any conflict between the model Agreement (or proposed alternative terms and conditions) and current laws, statutes, or other regulations, the current laws, statutes, or other regulations will govern.

c. Eligibility Information

1. Eligible Applicants.

All responsible sources from academia, industry and the research community may submit proposals under this PA. Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) are encouraged to submit proposals and join others in submitting proposals. However, no portion of this PA will be set aside for HBCUs/MIs, small businesses or other socio-economic participation. All businesses, both small and large, are encouraged to submit proposals and compete for funding consideration.

Federally Funded Research & Development Centers (FFRDCs), including Department of Energy National Laboratories, are not eligible to receive awards under this PA. However, teaming arrangements between FFRDCs and eligible principal Applicants are allowed so long as such arrangements are permitted under the sponsoring agreement between the Government and the specific FFRDC.

Navy laboratories, military universities and warfare centers as well as other DoD and civilian agency laboratories are also not eligible to receive awards under this PA and should not directly submit a full proposal in response to this PA. If any such organization is interested in the Navy Decision Science Incubator described herein, the organization should contact an appropriate ONR Technical POC to discuss its area of interest.

University Affiliated Research Centers (UARCs) are eligible to submit proposals under this PA unless precluded from doing so by their DoD UARC contract.

Applicants must be willing to cooperate and exchange software, data and other information in an integrated program with other contractors, as well as with system integrators, selected by ONR.

Please identify how you meet one of the following:

- A. There is at least one nontraditional defense contractor or nonprofit research institution participating to a significant extent in the prototype project. The term nontraditional defense contractor is defined at 10 U.S.C. § 2302(9).; or
- B. All significant participants in the transaction other than the Federal Government are small businesses (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638)) or nontraditional defense contractors. The term small business means a small business concern as defined under section 3 of the Small Business Act 15 U.S.C. 302.; or
- C. At least one third of the total cost of the prototype project is to be paid out of funds provided by sources other than other than the Federal Government.; or

2. Cost Sharing or Matching.

Cost sharing at the required level, when applicable, will not be used as a factor during the merit review of any proposal hereunder. However, Applicants are cautioned that the Government will not consider voluntary cost sharing if proposed other than to meet the criteria under C above.

3. Facilities.

A. Collaborative Space.

Subject to availability, the Navy will provide personnel to work alongside the successful Applicant at the Applicant's facility. It is anticipated that Navy personnel will rotate through the Navy Decision Science Incubator for tours not longer than twelve (12) months. While at the Navy Decision Science Incubator, Navy personnel will serve two (2) primary functions, first and foremost to advise and assist researchers on current Navy practices and secondarily to learn from the researchers how best to apply decision science methods and techniques to Navy decision making. Navy personnel who complete tours at the Navy

Decision Science Incubator should be equipped to exercise decision science techniques independently and able to propagate those techniques across the Navy at their next assignment.

B. Facility Clearance.

The Navy Decision Science Incubator is envisioned as a collaborative facility at which numerous research efforts into decision science are underway at any given moment. As these research efforts advance, many will rise to become prototype projects aimed at improving the decision making of Navy personnel. As used herein, a prototype project is something directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the DoD, or to improvement of platforms, systems, components, or materials in used by the armed forces. Improving the decision making of Navy personnel will increase their mission effectiveness. It is anticipated that some of these prototype projects will necessitate access to classified material at up to the SECRET level to complete prototype projects. As such, Applicants are advised to include evidence of access to space with the appropriate facility clearance in the proposal.

d. Application and Submission Information

1. Address to Request (Access) Application Package.

This PA may be accessed from the sites below. Amendments, if any, to this PA will be posted to these websites when they occur. Interested parties are encouraged to periodically check these websites for updates and amendments.

A. FedBizOpps (www.fbo.gov)

B. ONR website (<https://www.onr.navy.mil/work-with-us/funding-opportunities>)

2. Content and Form of Application Submission.

A. General Information:

All submissions will be protected from unauthorized disclosure in accordance with applicable law and regulations. Applicants are expected to appropriately mark each page of their submission that contains proprietary information.

Titles given to the submissions should be descriptive of the work they cover and not be merely a copy of the title of this PA.

B. Security Classification:

Proposals submitted under this PA are expected to be unclassified; however, classified proposals are permitted. If a classified proposal is submitted and selected for award, the resultant contract will be unclassified. An 'unclassified' Statement of Work (SOW) must accompany any classified proposal.

Classified proposals shall be submitted directly to the attention of the ONR Document Control Unit at the following address and marked in the following manner:

OUTSIDE ENVELOPE - (no classification marking):

“Office of Naval Research
Attn: Document Control Unit
ONR Code 43
875 North Randolph Street
Arlington, VA 22203-1995”

The inner wrapper of the classified White Paper and/or Full Proposal should be addressed to the attention of the cognizant Technical POC, ONR Code 34 and marked in the following manner:

INNER ENVELOPE - (stamped with the overall classification of the material)

“Navy Decision Science Incubator
Office of Naval Research
ATTN: Peter Squire, PhD.
ONR Code: 34
875 North Randolph Street
Arlington, VA 22203-1995”

C. Non-Proprietary Statement of Work:

For all proposals, a non-proprietary version of the Statement of Work must also be submitted. Do not put proprietary data or markings in or on the Statement of Work. For proposals containing data that the applicant does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, the contractor shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate the proposal. If, however, a contract is awarded to this applicant as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in (insert numbers or other identification of sheets).”

Each sheet of data that the applicant wishes to restrict must be marked with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

D. Non-Proprietary Management Plan

The Navy Decision Science Incubator is anticipated as a collaborative research and prototype development center. The daily operation and oversight of the Navy Decision Science Incubator as well as the policies, practices, and procedures by which a prototype project is matured and ultimately completed will be the responsibility of the successful Applicant. However, Applicants are advised that the final decision to undertake or advance any research/ prototype project remains with the Government. Applicants are further advised that it is the Government's intent to deploy the prototypes developed at the Navy Decision Science Incubator to improve decision-making throughout the Navy (see Section II, Paragraph h).

Applicants shall describe the management plan which focuses on the technical and business means that research projects will progress to prototype projects and result in unique events that can be deployed with minimal modification to achieve the task(s) for which they were designed. Applicants are cautioned that prototype projects may vary greatly as not all decision-making problem sets are created equal. The management plan must be sufficiently broad to allow for prototype projects of any form. However, the Government will evaluate management plans with greater details more favorably.

E. White Papers:

White papers are not required and will not be considered. Applicants are advised to submit full proposals only.

F. Full Proposals:

See Appendix 1 for instructions on full proposals.

3. Unique Entity Identifier and System for Award Management (SAM).

All applicants submitting full proposals must:

- A. Be registered in the SAM prior to submission;
- B. Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application under consideration by any agency; and
- C. Provide its DUNS number in each application or proposal it submits to the agency.
- D. SAM may be accessed at <https://www.sam.gov/SAM/>

4. Submission Dates and Times. See Section I, paragraph a.6 above, “Key Dates” for information.

Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is “late” and will not be considered unless it is received before award is made, the Agreements Officer determines that accepting the late proposal would not unduly delay the acquisition and:

- A. If it was transmitted through an electronic commerce method authorized by the PA, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- B. There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or
- C. It was the only proposal received.

However, a late modification of an otherwise timely and successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Acceptable evidence to establish the time or receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the PA, and urgent Government requirements preclude amendment of the PA closing date, the time specified for receipt of proposals will be deemed to extend to the same time of day specified in the PA on the first work day on which normal Government processes resume.

The Agreements Officer must promptly notify any applicant if its proposal, modifications, or revision was received late and must inform the applicant whether its proposal will be considered.

5. Intergovernmental Review.

RESERVED

6. Funding Restrictions.

RESERVED.

7. Other Submission Requirements.

See Appendix 1 for instructions.

e. **Application Review Information**

1. Criteria.

Applicants' full proposals will be evaluated against the following criteria:

- A. The primary basis for selecting proposals for award under this PA will be technical merit. Overall the proposal will be evaluated on the scientific and technical merits of the proposal and responsiveness to the topic, i.e., the degree of innovation, soundness of technical concept, applicant's awareness of the state of the art and understanding of the scope of the problem, significance and originality of the technical approach and effort needed to address/solve the problem, and anticipated scientific impact within the field. At a minimum, the technical proposals must describe the following: (A) program selection, assessment, and transition methodology, (B) prototype examples to support the training and decision sciences capabilities areas, (C) approach for coordinating and aligning with relevant Navy research within decision sciences and other research domains (e.g. Artificial Intelligence), and (D) a plan for strengthening Navy's relationship with research and commercial/industry communities to incorporate relevant findings and technologies.
- B. Secondary considerations will be given for capabilities and personnel qualifications. Capabilities refers to the applicant's related experience, facilities, techniques or unique combinations of these that are integral factors for achieving the proposal objectives.
- C. Qualifications refers to experience of the proposed Principal Investigator (PI), team leader and other key personnel who are critical to achieving the proposal objectives. The Navy Decision Science Incubator is cross-discipline, and Applicants must include teams to support at least the following areas - Behavioral Sciences (e.g. psychology, education, human factors), Data Sciences (e.g. statistics, computer science, data science), DoD/Navy Policy Team (e.g. public policy, Navy subject matter expert), Project Management/Integration.

Criteria A is weighted more than B and C, which are weighted equally.

In addition, ONR highly encourages partnering among industry and academia as well as industry and Government with a view toward speeding the incorporation of new science and technology (S&T) into fielded systems. Proposals that utilize industry-academic or industry-Government partnering which enhances the development of novel S&T advances, although not mandatory, are desired and will receive favorable consideration.

2. Review and Selection Process.

A. Evaluation:

Proposals will not be evaluated against each other since they are not submitted in accordance with a common work statement. ONR's intent is to review proposals as soon as possible after they arrive; however, proposals may be reviewed periodically for administrative reasons.

The ultimate recommendation for award of proposals is made by ONR's scientific/ technical community. Recommended proposals will then be forwarded to the ONR Contracts and Grant Awards Management office. Any notification received from ONR that indicates that

the Applicant's full proposal has been recommended does not ultimately guarantee an award will be made. This notice indicates that the proposal has been selected in accordance with the evaluation criteria stated above and has been sent to the Contracting Department to conduct cost analysis, determine the applicant's responsibility, to confirm whether funds are available, and to take other relevant steps necessary prior to making an award.

ONR reserves the right to request and require any additional information and documentation to support the evaluation of a proposal. ONR reserves the right to remove Applicants from award consideration when the parties fail to reach agreement on award terms, conditions, and cost/price within a reasonable time, or when the Applicant fails to provide requested or required additional information in a timely manner.

B. Subcontracts, Teaming Arrangements, and Partnerships:

It is anticipated that this PA will result in the award of an OTA. OTAs do not have the same small business subcontracting requirements as more traditional, FAR-based procurement contracts. Applicants need not include a small business subcontracting plan with their proposal. Applicants will be evaluated as to how well their proposal demonstrates an ability to collaborate with other leading entities within the decision science field. Applicants may use any business arrangement that is appropriate to facilitate such collaboration.

C. Options:

The Government will evaluate options for award purposes by adding the total cost for all options to the total cost for the basic requirement. Evaluation of options will not obligate the Government to exercise the options during performance. The Government reserves the right to exercise options at time of award.

D. Evaluation Panel:

Technical and cost proposals submitted under this PA will be protected from unauthorized disclosure to the extent protected by law and regulation. The cognizant Program Officer and other Government scientific experts will perform the evaluation of technical proposals. Restrictive notices notwithstanding, one (1) or more support contractors may be utilized as subject-matter-expert technical consultants. However, proposal selection and award decisions are solely the responsibility of Government personnel. Each support contractor's employee having access to technical and cost proposals submitted in response to this PA will be required to sign the ONR Non-Disclosure Agreement (NDA) for Contractor Support prior to receipt of any proposal submissions. This NDA includes third-party beneficiary language giving the submitter of proprietary information a right of direct action against the contractor employee and/or his/her employer in the event that the NDA is violated.

3. Recipient Qualifications.

See Appendix 1 for qualifications.

f. Federal Award Administration Information

1. Federal Award Notices.

All applicants will receive a notification email advising if their proposal has been selected or not selected for award.

Applicants whose proposals are recommended for award may be contacted by a Contract Specialist to discuss additional information required for award.

The notification e-mail must not be regarded as an authorization to commit or expend funds. The Government is not obligated to provide any funding until a Government Agreements Officer signs the award document.

Only, the award document signed by the Agreements Officer is the official go-ahead to commence the research project.

ONR award/modification documents are only available via the DoD Electronic Document Access System (EDA) within the Procurement Integrated Enterprise Environment (PIEE) (<https://wawf.eb.mil/>).

2. Administrative and National Policy Requirements.

A. Applicable to All Awards:

i. Export Control:

Applicants should be aware of recent changes in export control laws. Applicants are responsible for ensuring compliance with all U.S. export control laws and regulations, including the International Traffic in Arms Regulation (ITAR)(22 CFR Parts 120 - 130) and Export Administration Regulation (EAR) (15 CFR Parts 730 - 774), as applicable. In some cases, developmental items funded by the DoD are now included on the United States Munition List (USML) (22 CFR Part 121) and are therefore subject to ITAR jurisdiction. In other cases, items that were previously included on the USML have been moved to the EAR Commerce Control List (CCL). Applicants should address in their proposals whether ITAR or EAR restrictions apply to the work they are proposing to perform for ONR. The ITAR and EAR are available online at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>. Additional information regarding the President's Export Control Reform Initiative can be found at <http://export.gov/ecr/index.asp>.

Applicants must comply with all U.S. export control laws and regulations, including the ITAR and EAR, in the performance of any award or agreement resulting from this PA. Applicants shall be responsible for obtaining any required licenses or other approvals, or license exemptions or exceptions if applicable, for exports of hardware, technical data, and software (including deemed exports), or for the provision of technical assistance.

ii. Security Classification:

In order to facilitate intra-program collaboration and technology transfer, the Government will attempt to enable technology developers to work at the unclassified level to the maximum extent possible. If access to classified material will be required at any point during performance, the Applicant must clearly identify such need in Section II, Block 11 of the Proposal Checklist. The Proposal Checklist can be found at the following link: <https://www.onr.navy.mil/work-with-us/how-to-apply/submit-contract-proposal>

If it is determined that access to classified information will be required during the performance of an award, a Department of Defense (DD) Form 254 will be attached to the award, and the appropriate terms and conditions governing such work will be included in the resulting Agreement.

iii. Requirements Concerning Live Organisms:

1. Use of Animals:

The DoD policies and requirements for the use of animals in DoD-supported research are described in DoD Instruction 3216.01, Use of Animals in DoD Programs, and SECNAVINST 3900.38C, The Care and Use of Laboratory Animals in DOD Programs. If animals are to be utilized in the research effort proposed, the Applicant must submit a Full Appendix or Abbreviated Appendix with supporting documentation (copies of Institutional Animal Care and Use Committee (IACUC) Approval, IACUC Approved Protocol, and most recent United States Department of Agriculture (USDA) Inspection Report) prior to award. For assistance with submission of animal research related documentation, contact the ONR Animal Use Administrator at (703) 696-4046. Guidance: <https://www.onr.navy.mil/About-ONR/compliance-protections/Research-Protections/animal-use>

2. Use of Human Subjects in Research:

- a. Offerors must protect the rights and welfare of individuals who participate as human subjects in research awarded pursuant to this BAA and must comply with the requirements of the Common Rule at 32 CFR part 219 (the DOD implementation of 45 CFR part 46), and applicable provisions of DoD Instruction 3216.02, Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research (2011 or its replacement), the DON implementation of the human research protection program contained in SECNAVINST 3900.39E (Change 1, or its replacement), 10 USC 980 "Limitation on Use of Humans as Experimental Subjects," and when applicable, Food and Drug Administration (FDA) and other federal and state law and regulations.

- b. For each proposal or tasking containing activities that include or may include “research involving human subjects” as defined in DoDI 3216.02, prior to work beginning, the Awardee must submit documentation of:
- i. Approval from an Institutional Review Board (IRB) (IRB-approved research protocol, IRB- approved informed consent document, and other material they considered); proof of completed human research training (e.g., training certificate for the principal investigator, and institutional verification that the principal investigator, co-investigators and research support personnel have received appropriate training to be considered qualified to execute the research); and the Awardee’s Department of Health and Human Services (DHHS)-issued Federal Wide Assurance (FWA#), including notifications of any suspensions or terminations to the FWA,
 - ii. Any claimed exemption under 32 CFR 219.104, including the category of exemption, supporting documentation considered by the Awardee’s institution in making the determination (e.g., protocol, data collection tools, advertisements, etc.). The documentation shall include a short rationale supporting the exemption determination. This documentation should be signed by the IRB Chair or IRB vice Chair, designated IRB administrator or official of the Awardee’s human research protection program.
 - iii. Any determinations that the proposal does not contain activities that constitute research involving human subjects or contains only activities that are deemed not to be research under 32 CFR 219.102(1), including supporting documentation considered by the Awardee’s institution in making the determination. This documentation should be issued by the IRB Chair or IRB vice Chair, designated IRB administrator or official of the Awardee’s human research protection program.
- c. Documentation must be submitted to the ONR Human Research Protection Official (HRPO), by way of the ONR Program Officer. The HRPO retains final judgment on whether the documentation satisfies the use of human subjects in research requirements. If the research is determined by the IRB to be greater than minimal risk, the Awardee also must provide the name and contact information for the independent research monitor and a written summary of the monitors’ duties, authorities, and responsibilities as approved by the IRB. For assistance with submission of human subject research related documentation, contact the ONR HRPO at (703) 696-4046.
- d. Awards and any subawards or modifications will include a statement indicating successful completion of the HRPO review. Research involving human subjects must not be commenced under any award or modification or any subaward or modification until awardee receives notification from the Agreements Officer that the HRPO has approved the assurance as appropriate for the research and that the HRPO has reviewed the protocol and accepted the IRB approval or determination for compliance with Federal, DoD and DON research protection requirements. **The Government will not reimburse or otherwise pay for work performed in violation of this requirement.** Guidance: <http://www.onr.navy.mil/About-ONR/compliance-protections/Research-Protections/Human-Subject-Research.aspx>

iv. Biosafety and Biosecurity Requirements.

Applicants must comply with applicable provisions of DOD 6055.18-M, Safety Standards for Microbiological and Biomedical Laboratories, including ensuring compliance with standards meeting at least the minimum applicable requirements of the current edition of Centers for Disease Control and Prevention, “Biosafety in Microbiological and Biomedical Laboratories (BMBL),” and National Institutes of Health, “The NIH Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules (NIH Guidelines).”

v. Research Involving Recombinant or Synthetic Nucleic Acid Molecules.

Applicants must not begin performance of research within the scope of “The NIH Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules (NIH Guidelines)” until receiving notice from the Agreements Officer that ONR has reviewed and accepted the Applicant’s documentation. In order for ONR to accomplish that review, an applicant must provide the Agreements Officer, generally as part of an original proposal prior to award, sufficient documentation to enable the review, including:

1. A written statement that the Applicant is in compliance with NIH Guidelines. This statement should be made by an official of the institution other than the Principal Investigator and should be on university or company letterhead.
2. Evidence demonstrating that the proposed research protocol has been approved by an Institutional Biosafety Committee (IBC); and a copy of the Department of Health and Human Services (DHHS) Letter of Approval of the IBC, or the most recent letter from DHHS stating the IBC is in compliance with the NIH Guidelines.

vi. Institutional Dual Use Research of Concern:

As of September 24, 2015, all institutions and United States Government funding agencies subject to [the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern](#) must comply with all the requirements listed therein. If your research proposal directly involves certain biological agents or toxins, contact the cognizant Technical Point of Contact. U.S. Government Science, Safety, Security (S3) guidance may be found at <http://www.phe.gov/s3/dualuse>.

vii. Department of Defense High Performance Computing Program:

The DoD High Performance Computing Program (HPCMP) furnishes the DoD S&T and RDT&E communities with use-access to very powerful high performance computing systems. Awardees of ONR contracts, grants, and other assistance instruments may be eligible to use HPCMP assets in support of their funded activities if ONR Program Officer approval is obtained and if security/screening requirements are favorably completed. Additional information and an application may be found at <https://www.hpc.mil/>.

viii. Project Review Meetings and Program Review Meetings:

Individual Project Review Meetings between the ONR sponsor and the performer may be held as necessary. Project Review Meetings typically last approximately one (1) day. Typically, there are two (2) in-person Project Review Meetings each year. Additional Project Review Meetings are likely, but these will be accomplished by video telephone conferences, telephone conferences, or web-based collaboration tools.

In addition to Project Review Meetings, Program Review Meetings may be held to provide a forum for reviews of the latest results from individual project experiments and any other incremental project progress towards major demonstrations. Program Review Meetings are generally held once per year and last two (2) to three (3) days.

For cost estimating purposes, applicants should assume 40% of the review meetings will be at or near ONR, Arlington VA, and 60% will be held at other government or non-government facilities within the continental United States.

The Government sometimes finds it advantageous to hold Program Review Meetings at a performer's facility. Applicants interested in hosting such meetings should include an estimated cost and the following language in their proposals, which become part of any award (note: if a contract is awarded, use of the facility will be included as an option):

[Name of entity] offers the use of its facilities for an ONR Program Review Meeting to discuss the status of programs related to the subject of this proposal. Such meetings may include attendees representing multiple research efforts. The meetings will discuss only "contracted fundamental research" as provided in the Under Secretary of Defense (Acquisition, Technology and Logistics) Memorandum of 24 May 2010, the results of which are open to the public. No fee will be charged Program Review Meeting attendees. [Name of entity] understands it will not be asked to host a Performance Review Meeting more than once per year, if at all.

Applicants are not required to include the foregoing term in their proposals, and whether they do or not will not affect their selection for award.

B. Applicable to Expenditure-Based and Cost-Sharing Awards Only:

The Applicant shall have an accounting system capable of identifying the amounts/costs attributable to individual agreements/contracts at the time of award and maintain such a system for the duration of this effort. Should the Applicant change its accounting system during performance, the Applicant shall promptly disclose the change to the AO and provide sufficient evidence that the change does not materially alter the system's ability to identify the amounts/costs attributable to individual agreements/contracts.

3. Reporting.

See Appendix 1 for reporting requirements.

g. Federal Awarding Agency Contacts

1. Communications:

- A. All UNCLASSIFIED communications shall be submitted via e-mail to the Technical POC with a copy to the designated Business POC, as designated below.
- B. CLASSIFIED questions shall be handled through the ONR Security POC. Specifically, any entity wanting to ask a CLASSIFIED question shall send an UNCLASSIFIED email to the ONR Security POC with a copy to both the Technical POC and the Business POC stating that the entity would like to ask a CLASSIFIED question. DO NOT EMAIL ANY CLASSIFIED QUESTIONS. The Security POC will contact the entity and arrange for the CLASSIFIED question to be asked through a secure method of communication.
- C. Comments or questions submitted should be concise and to the point, eliminating any unnecessary verbiage. In addition, the relevant part and paragraph of the PA should be referenced. Questions submitted within two (2) weeks prior to a deadline may not be answered, and the due date for submission of full proposals will not be extended.

2. Points of Contact

- A. Questions of a technical nature should be submitted to:

Peter Squire, PhD.
Portfolio Manager for Decision Tools
Warfighter Performance
ONR Code 34
875 N. Randolph St.
Arlington, VA 22203-1995
peter.squire@navy.mil

- B. Questions of a business nature, regarding proposal submissions, or suggestions for improvement, should be submitted to:

Patrick Colleran
Contracting Officer
Contracts, Grants, and Acquisition Awards
ONR Code 252
875 N. Randolph Street
Arlington, VA 22203-1995
patrick.colleran@navy.mil

Phillip Lee
Contracting Officer
Contracts, Grants, and Acquisition Awards
ONR Code 252
875 N. Randolph Street
Arlington, VA 22203-1995
phillip.m.lee2@navy.mil

C. Questions of a Security nature should be submitted to:

Torri Woodfolk
Industrial Security Specialist
Security Department
ONR Code 43
875 N. Randolph St.
Arlington, VA 22203-1995
torri.powell@navy.mil

h. Other Information

It is anticipated that the Navy Decision Science Incubator will generate multiple prototype projects during performance. In accordance with 10 U.S.C. § 2371b(f), the Government may award a follow-on production contract or OTA without re-competing for any prototype project completed under the original OTA.

REQUIREMENTS APPLICABLE TO OTHER TRANSACTION AGREEMENTS

Navy Decision Science Incubator
Program Announcement (PA): N00014-20-S-B001
Application and Submission Information

A. Content and Format of Application Submission.

Applicants are to submit full proposals only. No white papers or other summaries will be considered. Proposals shall be submitted in such a manner so as to be received no later than the date and time stated at Section I, paragraph a.6 of the Program Announcement.

The following documents with attachments (as necessary) comprise a complete proposal package:

N00014-20-S-B002 Complete Proposal Package		
ID	Document Description	Format
1.	Cover Page	PDF
2.	Proposal Checklist	PDF
3.	Technical Proposal, 10 page limit*	Word
4.	Cost Proposal Template	Excel
5.	Pre-award survey of prospective Applicant accounting system checklist (SF 1408) (as applicable)	PDF
6.	ONR Contract Specific Representations and Certifications	PDF
7.	Non-Proprietary Statement of Work (SOW)	Word
8.	Non-Proprietary Management Plan (reference Program Announcement (PA), Section II, Paragraph d.2.D)	Word
9.	Signed statement of intent to accept the terms and conditions included in the ONR Model Other Transaction Agreement (OTA), Appendix 2 of this PA, or a list of exceptions taken and proposed alternative language (reference PA, Section II, Paragraph b.5)	PDF
10.	Statement identifying how Applicant is eligible for award under 10 U.S.C. § 2371b (reference PA, Section II, Paragraph c.1)	PDF

* Page count restriction does not apply to resumes of key personnel. Applicants shall include resumes for key personnel only as an appendix to the Technical Proposal.

The Government reserves the right to exclude any Applicant who fails to provide a complete proposal package prior to the stated proposal suspense date and time from further evaluation and consideration for award.

NOTE: The electronic file name for all documents submitted under this PA must not exceed 68 characters in length, including the file name extension.

Items 1 – 6 above are located at: <https://www.onr.navy.mil/work-with-us/how-to-apply/submit-contract-proposal>. All have instructions imbedded into them that will assist in completing the documents. Also, both the Proposal Checklist and the Cost Proposal Template require completion of cost-related information. Please note that attachments can be incorporated into the Proposal Checklist.

For item 7, above, ONR contract specific representations and certifications are located at <https://www.onr.navy.mil/work-with-us/how-to-apply/submit-contract-proposal>.

The format requirements for attachments are as follows:

- Paper Size- 8.5 x 11-inch paper
- Margins – 1 inch
- Spacing- single or double spaced
- Font- Times New Roman, 12 point

Applicants are advised that it is the Government's intent to retain unlimited rights to all technical data or computer software developed, generated, or delivered under the resulting OTA. Applicants responding to this PA must submit a separate list of all technical data or computer software that will be furnished to the Government with other than unlimited rights with the proposal checklist. The Government will assume unlimited rights if the Applicant fails to identify any intellectual property restrictions in their proposals. Include all proprietary claims to results, prototypes, and/or deliverables. If no restrictions are intended, then the Applicant should state "NONE."

For proposed subcontracts or inter-organizational transfers over \$250K, Applicants must provide a separate fully completed Cost Proposal Spreadsheet in support of the proposed costs. This spreadsheet, along with supporting documentation, must be provided with the prime's proposal or via e-mail to the email address where the prime proposal was submitted. The e-mail should identify the proposal title, the prime Applicant and that the attached proposal is a subcontract, and should include a description of the effort to be performed by the subcontractor.

The electronic copy must be submitted in a secure, pdf-compatible format, except for the electronic file of the Cost Proposal Spreadsheet which must be submitted in a Microsoft Excel compatible format and the Statement of Work Template which must be submitted in Microsoft Word format. All attachments to any required proposal documents must be submitted in a secure, pdf-compatible format.

The secure pdf-compatible format is intended to prevent unauthorized editing of the proposal prior to any award. A password should not be required for opening the proposal document. Should an Applicant amend its proposal, the amended proposal should be submitted following the same guidance applicable to the original proposal.

Any proposed options that are identified in the Technical Proposal Template or Proposal Checklist document, but are not fully priced out in the Cost Proposal Spreadsheet, will not be included in any resulting contract or other transaction agreement. If proposing options, they **must** be separately priced and separate spreadsheets should be provided for the base period and each option. In addition to providing summary by period of performance (base and any options), the Applicant is also responsible for providing a breakdown of cost for each task identified in the Statement of Work. The sum of all costs by task worksheets **MUST** equal the total cost summary.

The electronic submission of the Excel spreadsheet should be in a "useable condition" to aid the Government with its evaluation. The term "useable condition" indicates that the spreadsheet should visibly include and separately identify within each appropriate cell any and all inputs, formulas, calculations, etc. The Applicant should not provide "value only spreadsheets" similar to a hard copy.

B. Other Submission Requirements.

1. Terms and Conditions of the Agreement:

The Government's preferred terms and conditions are provided in the ONR Model OTA included as Appendix 2 of the PA. The Government reserves the right to change these terms as appropriate and/or necessary in response to unique elements of an Applicant's proposal or to incorporate any changes to applicable laws, statutes, or regulations. Applicants shall include a signed statement of intent to accept the terms and conditions included in the ONR Model OTA or provide a list of exceptions taken and proposed alternative language as a separate file with their full proposal.

Applicants are cautioned that in the cases where the Government and the selected Applicant cannot come to an agreement on the terms and conditions of the resulting OTA, the Government may choose to negotiate with the next most advantageous Applicant that was not selected for negotiation.

2. Submission Instructions:

Applicants shall submit proposal packages no later than the date and time stated in the PA via email to the following email addresses:

onrcode34research.fct@navy.mil

patrick.colleran@navy.mil

phillip.m.lee2@navy.mil

peter.squire@navy.mil

C. Application Review Information.

1. Responsibility Determination:

Applicants are cautioned that the Government will make an award to responsible prospective Applicants only. Responsible prospective Applicants shall possess the technical, financial, and managerial resources necessary to execute their proposed approach. Applicants are requested to provide information with proposal submission to assist the Agreements Officer's evaluation of responsibility.

2. Record of Integrity and Business Ethics:

The Government will check the Federal Awardee Performance and Integrity Information System (FAPIS) prior to making an award. The web address is:

<https://www.fapiis.gov/fapiis/index.action>

The Applicant representing the entity may comment in this system on any information about the entity that a federal government official entered. The information in FAPIS will be used in making a judgment about the entity's integrity, business ethics, and record of performance under Federal awards that may affect the official's determination that the Applicant is qualified to receive an award.

D. Federal Award Administration Information.

1. Administrative and National Policy Requirements:

a. Government Property/Government Furnished Equipment (GFE) and Facilities:

Government research facilities and operational military units are available and should be considered as potential government-furnished equipment/facilities. These facilities and resources are of high value and some are in constant demand by multiple programs. It is unlikely that all facilities would be used for any one (1) specific program. The use of these facilities and resources will be negotiated as the program unfolds. Applicants should indicate in the Proposal Checklist, Section II, Blocks 8 and 9, which of these facilities are critical for the project's success.

b. System for Award Management (SAM):

Applicants must be registered in SAM prior to proposal submission. The Government reserves the right to remove any Applicant's proposal from further evaluation and consideration for award if that Applicant does not have an active registration in SAM at any time during the proposal evaluation period.

c. Employment Eligibility Verification (E-verify):

The selected Applicant shall be required to comply with all applicable employment eligibility and verification laws, statutes, executive orders, and other regulations.

d. Conflicts of Interest:

- i. Disclosure. DoD Guidance requires that the solicitation process be fair and transparent. To ensure compliance with the guidance, an Applicant shall state in its proposal whether it is aware of any information bearing on the existence of any actual or potential personal or organizational conflict of interest (OCI). As used herein, an OCI exists when a person's objectivity in performing the required effort is, or might be, otherwise impaired because of other activities or relationships with other persons. Applicants shall extend this requirement to itself and any proposed subcontractors, partners, consultants or other affiliates.

An Applicant who does not provide support services to ONR or concludes no actual or potential OCI exists shall include the following statement in its proposal:

"I [NAME] as an authorized negotiator on behalf of [NAME OF APPLICANT] certify that NO actual or potential personal or organizational conflict of interest (OCI) exists under Program Announcement Number N00014-20-S-B002."

An applicant who does provide support services to ONR or is aware circumstances exist that may result in the appearance of a lack of fairness or transparency shall submit the following with its proposal:

1. The name of the entity the applicant, its subcontractors, partners, consultants or affiliates supports.

2. The number of the contract, subcontract, arrangement or agreement that creates the actual or potential OCI. If ONR did not award the contract or agreement, provide a copy of the document. If ONR awarded the contract or agreement, provide the name of the technical point of contact.
3. A description of the actual or potential OCI. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the applicant has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations, or evaluations, or (2) being given an unfair advantage. If relevant, applicants shall address the personal conflicts of their employees.
4. A concluding statement as follows:

“I [NAME] as an authorized negotiator on behalf of [NAME OF APPLICANT] certify that I have, to the best of my knowledge and belief, disclosed all actual or potential organizational conflicts of interest (OCI) under Program Announcement Number N00014-20-S-B002.”

- ii. Review. The Agreements Officer will review an Applicant’s certifications, statements, and OCI Mitigation Plan (if applicable) submitted and may require additional relevant information from an Applicant. All such information and any other relevant information will be used by the Agreements Officer to determine whether an award to the Applicant may create an appearance of unfairness or lack of transparency. If the Agreements Officer determines that an actual or significant potential conflict of interest exists that cannot reasonably be avoided, neutralized or mitigated, the Applicant will be ineligible for award. If accepted, the Mitigation Plan shall become part of the resulting Agreement.

Other Transaction (OT) for Prototype Agreement

AGREEMENT

BETWEEN

*INSERT PERFORMER NAME
AND ADDRESS*

AND

THE OFFICE OF NAVAL RESEARCH
875 NORTH RANDOLPH STREET
ARLINGTON, VA 22203-2114

CONCERNING

NAVY DECISION SCIENCE INCUBATOR

Agreement No.:	N00014-20-9-XXXX
Purchase Requisition No.:	_____
Total Amount of the Agreement:	\$ _____
Funds Obligated:	\$ _____
Authority:	10 U.S.C. § 2371b
Performer CAGE:	_____
Performer DUNS:	_____
Effective Date:	_____
Product Service Code (PSC):	_____

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the Office of Naval Research (ONR), and (*INSERT PERFORMER'S NAME*) pursuant to and under United States Federal law.

FOR (*INSERT PERFORMER'S NAME*)
Authorized Legal Entity

FOR THE GOVERNMENT
OFFICE OF NAVAL RESEARCH

Name (Date)
Title

Name (Date)
Title

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ARTICLE I: SCOPE OF THE AGREEMENT

1. Background

This Agreement is an OT award pursuant to the authorities at 10 U.S.C. § 2371b. The Program is as set forth in the Performer's proposal, dated _____.

2. Definitions: In this Agreement, the following definitions apply:

- A. Administrative Agreements Officer (AAO):** An individual who has authority to administer an OT in coordination with the Agreements Officer, make decisions related to the delegated administration functions. If administrative functions are retained by the contracting activity, the Agreements Officer serves as the Administrative Agreements Officer.
- B. Agreement:** The body of this Agreement and Attachments 1-5, which are expressly incorporated in and made a part of the Agreement.
- C. Agreements Officer (AO):** An individual with authority to enter into, administer, or terminate OTs on behalf of the Government.
- D. Agreements Officer Representative (AOR):** An Individual appointed by the AO to provide technical direction and monitor performance. Specific duties of the AOR are defined in Article IV.
- E. Data:** All recorded information, regardless of the form or method of recording or the media on which it may be recorded. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing or management information. The term includes Computer Software and Computer Software Documentation. Notwithstanding the foregoing, Data does not include (i) pre-existing proprietary information of the Performer or information from which said proprietary information could be derived, even if used by the Performer as an input or otherwise in the performance of the Agreement, (ii) proprietary information of any third party or information from which said proprietary information could be derived, even if used by the Performer, with permission from such third party, as an input or otherwise in the performance of the Agreement, and (iii) proprietary information developed by the Performer outside of the Agreement, or information from which said proprietary information could be derived.
- F. Foreign Firm or Institution:** A firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.
- G. Government:** The United States of America, as represented by ONR.

- H. Government Purpose Rights:** The rights to use, modify, release, perform, display, duplicate, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only.
- I. Government Purpose:** Any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurements, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
- J. Invention:** Any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
- K. Know-How:** All information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.
- L. Made:** Related to any Invention means the conception or first actual reduction to practice of such Invention.
- M. Party:** Includes the Government (represented by ONR), or the Performer, or both.
- N. Performer:** *INSERT PERFORMER'S NAME.*
- O. Practical application:** To manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the Invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- P. Program:** Research and development being conducted by the Performer, as set forth in Article I, paragraph 3.
- Q. Property:** Any tangible personal property other than property actually consumed during the execution of work under this Agreement.
- R. Service Contract:** a FAR-based contract that directly engages the time and effort of contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

- S. Subject Invention:** Any Invention conceived or first actually reduced to practice in the performance of work under this Agreement. For the avoidance of doubt, (i) all pre-existing intellectual property or Inventions of the Performer, (ii) all intellectual property or Inventions licensed by the Performer from third parties, and (iii) all intellectual property or Inventions of the Performer developed outside of the Agreement, are expressly excluded from the definition of Subject Invention.
- T. Technology:** Discoveries, innovations, know-how, and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works and copyrights developed under this Agreement.
- U. Unlimited Rights:** Rights to use, modify, perform, display, duplicate, release, or disclose, Data in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

3. Scope

- A. This Agreement is an “other transaction” pursuant to 10 U.S.C. § 2371b. The principal purpose of this Agreement is to engage in a research and development program for the development of prototype projects aimed at increasing the effectiveness and efficiency of Navy decision-making. Prototype projects will deliver tools and techniques to: inform leadership training and development, establishment of protocols and Naval Warfighting. Projects may produce different types of prototypes (e.g. software applications, curriculum, algorithms, etc.) as long as there is a unique, novel application that is deployable to the intended Navy user community with minimal modification.
- B. The Performer shall be responsible for performance of the work set forth in the SOW incorporated in this Agreement as Attachment 1.
- C. The Performer, in consultation with ONR, shall identify candidate research efforts to advance to prototype projects in agreement with the Management Plan incorporated in this Agreement as Attachment 2.
- D. The Performer shall submit or otherwise provide all documentation required by Attachment 3, Report and Data Deliverable Requirements.

4. Approval of Use of Human Subjects (AS APPLICABLE)

- A. It is anticipated that research projects conducted under this Agreement will involve the use of human subjects. Approval for the use of human subjects will be completed at the research project level. No research project involving the use of human subjects may begin until such project has obtained approval from the ONR Human Research Protection Office (HRPO) and that approval has been communicated to the Performer by the AO in writing.

- B. In the event the Performer intends to modify a research project approved by ONR HRPO in any way (e.g. adding work, deleting work, change of approach, change in performer), the Performer shall not continue performance of such work, but shall stop such work and immediately inform the AO of the intended modification. The Performer shall not perform any work to be modified until the AO informs it in writing that the ONR HRPO has approved performance of such work. This Article does not affect the continued performance of any unmodified work.

- C. Any milestone that includes unapproved work identified above will not be funded until ONR HRPO approval is obtained. The Performer is responsible for submitting the necessary documents and for obtaining such approval within two (2) weeks of the Government's notice of its intent to fund the respective research project (or milestone as appropriate). See also clause below concerning Use of Human Subjects.

ARTICLE II: TERM

1. Term of this Agreement

The period of performance of this Agreement shall be as set forth below.

CLIN 0001	Base Period
Performance Period:	Twelve (12) Months
Deliverable(s):	The Performer shall complete the tasks described in the SOW (Attachment 1), advance and complete prototype projects in agreement with the Management Plan (Attachment 2), and deliver all associated data and reports necessary to keep the Government apprised of progress (Attachment 3).
Type:	_____
Amount:	\$ _____
CLIN 1001	Option Period 1
Performance Period:	Twelve (12) Months
Deliverable(s):	The Performer shall complete the tasks described in the SOW (Attachment 1), advance and complete prototype projects in agreement with the Management Plan (Attachment 2), and deliver all associated data and reports necessary to keep the Government apprised of progress (Attachment 3).
Type:	_____
Amount:	\$ _____

CLIN 2001 Option Period 2
Performance Period: Twelve (12) Months
Deliverable(s): The Performer shall complete the tasks described in the SOW (Attachment 1), advance and complete prototype projects in agreement with the Management Plan (Attachment 2), and deliver all associated data and reports necessary to keep the Government apprised of progress (Attachment 3).

Type: _____
Amount: \$ _____

CLIN 3001 Option Period 3
Performance Period: Twelve (12) Months
Deliverable(s): The Performer shall complete the tasks described in the SOW (Attachment 1), advance and complete prototype projects in agreement with the Management Plan (Attachment 2), and deliver all associated data and reports necessary to keep the Government apprised of progress (Attachment 3).

Type: _____
Amount: \$ _____

CLIN 4001 Option Period 4
Performance Period: Twelve (12) Months
Deliverable(s): The Performer shall complete the tasks described in the SOW (Attachment 1), advance and complete prototype projects in agreement with the Management Plan (Attachment 2), and deliver all associated data and reports necessary to keep the Government apprised of progress (Attachment 3).

Type: _____
Amount: \$ _____

If the Performer desires an extension to the period of performance of this Agreement, the Performer shall submit a request in writing to the AO. Any extension shall be formalized through modification of the Agreement by the AO and the Performer. The Parties may not extend this Agreement for the purpose of awarding a follow-on production contract or transaction, as described in 10 U.S.C. § 2371b(f). Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified herein, shall be given effect, notwithstanding this Article.

ARTICLE III: TERMINATION

- 1. Unilateral Termination:** The Government may terminate this Agreement, in whole or in part, if the AO or AAO determines that such termination is in the Government’s best interest. The AO or AAO shall provide written notice of the termination and its effective date to the Performer. The Government shall endeavor to consult with the Performer prior to issuance of written termination notice. Upon receipt of the Government’s written termination notice, the Performer shall stop work in accordance with the direction provided in that notice.

- 2. Termination by Mutual Agreement:** The Parties may agree to terminate this Agreement, in whole or in part, by written agreement. The Parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.
- 3. Termination Settlement:** The Government and the Performer should negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination, including Payment to Performer for work in process, however in no account shall any commitment, costs, liability or negotiated settlement exceed the funding that is already obligated on the Agreement. In the event of a termination of the Agreement, the Government shall have paid-up rights in Data as described in Article IX, Data Rights. Failure of the Parties to agree to an equitable termination adjustment shall be resolved pursuant to Article VII, Disputes.

ARTICLE IV: MANAGEMENT OF THE PROJECT

1. Management and Program Structure

The Performer shall be responsible for the overall technical and program management of the Program, and technical planning and execution shall remain with the Performer. The Government AOR shall provide recommendations to Program developments and technical collaboration and be responsible for the review and verification of the milestones.

2. Program Management Planning Process

Program planning will consist of an Annual Program Plan prepared by the Performer, with input and review by the Government, containing the detailed schedule of research activities and milestones. The Annual Program Plan will consolidate adjustments in the research schedule, including modification to prospective payable milestones. The Performer shall submit periodic technical status and business status reports, in accordance with Attachment 3 in order to update the Government on Performer's performance under the Agreement.

- A. Initial Program Plan: The Performer shall follow the initial program plan that is contained in the SOW (Attachment 1).
- B. Overall Program Plan Reviews:
 - i. The Performer, with Government input and review, will prepare a revised Annual Program Plan in the first quarter of each Agreement year, to be followed in that respective year. (For this purpose, each consecutive twelve-month period from, and including, the month of execution of this Agreement during which this Agreement shall remain in effect shall be considered an Agreement Year.) The Annual Program Plan will be presented and reviewed, at the discretion of the AOR, at an annual review which will be attended by the Performer and Government Personnel.

ii. Quarterly Reviews

The Performer shall host a quarterly review meeting to brief the Government on the current state of the Decision Science Incubator. Quarterly review meetings may occur either in-person or by telephone/ video teleconference (VTC) as appropriate. The quarterly review meeting shall be a more in depth briefing of the material submitted in the monthly report and include, but not be limited to, a discussion on the current financial condition of the Incubator, an introduction to any new research efforts, and an update on the most promising prototype projects.

C. Monthly Reports:

The Performer shall prepare and submit monthly reports detailing the technical and business status of the Decision Science Incubator in accordance with Attachment 3.

3. AOR Responsibilities

A. Performance of the work hereunder is subject to the technical direction of the AOR designated in this Agreement. For the purposes of this Article, technical direction includes the following:

- i. Direction to the Performer which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the SOW;
- ii. Guidelines to the Performer which assist in the interpretation of drawings, specifications or technical portions of work description.

B. Technical direction must be within the general scope of work stated in the Agreement. Technical direction may not be used to:

- i. Assign additional work under the Agreement;
- ii. Increase or decrease the estimated Agreement cost or the time required for Agreement performance; or
- iii. Change any of the terms, conditions or specifications of the Agreement.

C. The only individual authorized to in any way amend or modify any of the terms of this Agreement shall be the AO. When, in the opinion of the Performer, any technical direction calls for effort outside the scope of the Agreement or inconsistent with this provision, the Performer shall notify the AO in writing within ten (10) working days after its receipt of that direction. The Performer shall not proceed with the work affected by the technical direction until the Performer is notified by the AO that the technical direction is within the scope of the Agreement.

D. Nothing in the foregoing paragraphs may be construed to excuse the Performer from performing that portion of the work statement which is not affected by the disputed technical direction.

4. Modifications

- A. Changes to this Agreement during the course of performance of the effort may be beneficial to program objectives. Recommendations for modifications, including justifications to support any changes to the Agreement will be documented in writing and submitted by the Performer to the Government AOR with a copy to the Government AO and AAO. This documentation will detail the technical, chronological, and financial impact of the proposed modification to the research program. The Performer and either the Government AO or AAO shall approve any Agreement modification. The Government is not obligated to pay for additional or revised future milestones until the Schedule of Milestones and Payments (Attachment 3) is formally revised by the Government AO and made part of this Agreement via a written modification.
- B. Administrative Agreement modifications (e.g. incremental funding, changes in the paying office or appropriation data, changes to Government or the Performer's personnel identified in the Agreement, etc.) may be unilaterally executed by the Government AO or AAO.
- C. The Government AO and the AAO will be responsible for instituting all modifications to this Agreement.

ARTICLE V: AGREEMENT ADMINISTRATION

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

A. Government Points of Contact:

Agreements Officer (AO):

Name:

Title:

Phone:

Email:

Agreements Officer's Representative (AOR):

Name:

Title:

Phone:

Email:

Administrative Agreements Officer (AAO):

Name: DoDAAC:

Address:

Phone:

Email:

Patent Matters:

John Forrest, Patent Counsel of the Navy

Office of Naval Research

Corporate Counsel (Code OCCC),

875 North Randolph Street, Arlington, VA 22203-1995

Phone: (703) 696-4000

Email: ONR.NCR.BDCC.list.invention.reports@navy.mil

B. Performer Points of Contact

Performer's Administrative/Contracting:

Name:

Title:

Phone:

Email:

Performer's Program Manager:

Name:

Title:

Phone:

Email:

Each party may change its representatives named in this Article by written notification to the other party. The Government will affect the change as stated in Article IV, paragraph 4.

ARTICLE VI: OBLIGATION AND PAYMENT

1. Obligation

The Government's liability to make payments to the Performer is limited to only those funds obligated under the Agreement.

ACRN	CLIN	Line of Accounting (LOA)	Amount Obligated

2. Payments

A. Payments will be based on amounts generated from the Performer's financial or cost records. Federal funds are to be used for costs that a reasonable prudent person would

incur in carrying out the project. The Performer must have an accounting system capable of identifying the amounts/costs to individual agreements/contracts.

- B. Limitation of Funds: In no case shall the Government's financial liability exceed the amount obligated under this Agreement. The Government's liability for any termination costs is limited to only those funds obligated under the Agreement.
- C. Payments will be made by the Defense Finance and Accounting Services (DFAS) office, as indicated below, within thirty (30) calendar days of an accepted invoice in Wide Area Workflow (WAWF). WAWF is a secure web-based system for electronic invoicing, receipt and acceptance. The WAWF application enables electronic form submission of invoices, government inspection, and acceptance documents in order to support DoD's goal of moving to a paperless acquisition process. Authorized DoD users are notified of pending actions by e-mail and are presented with a collection of documents required to process the contracting or financial action. It uses Public Key Infrastructure (PKI) to electronically bind the digital signature to provide non-refutable proof that the user electronically signed the document with the contents.
- D. The Performer is required to utilize the WAWF system when processing invoices under this Agreement. The Performer shall (i) ensure an Electronic Business Point of Contact is designated in System for Award Management (SAM) at <http://www.sam.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this Agreement. Step-by-step procedures to register are available at the <https://wawf.eb.mil> site. The Performer is directed to use the 2-in-1 format when processing invoices.
 - i. For the Issue By DoDAAC, enter _____
 - ii. For the Admin DoDAAC, enter _____
 - iii. For the Service Acceptor DoDAAC, enter _____
 - iv. Leave the Inspect by DoDAAC, Ship From Code DoDAAC, Service Approver, and LPO DoDAAC fields blank unless otherwise directed by the AO.
 - v. The following guidance is provided for invoicing processed under this Agreement through WAWF:
 - a. The AOR identified in Article V, "Agreement Administration" shall continue to formally inspect and accept the deliverables/ milestones. To the maximum extent practicable, the AOR shall review the deliverable(s)/ milestone report(s) within 30 days of submission and either: 1) provide a written notice of rejection to the Performer, the AO, and the AAO which includes feedback regarding deficiencies requiring correction, or 2) written notice of acceptance to the Performer, AO, and AAO.

- b. The Performer shall send an email notice to the AOR and upload the AOR milestone approval as an attachment upon submission of an invoice in WAWF (this can be done from within WAWF).
 - c. The AOR will accept and approve the invoice in WAWF.
 - d. Payments shall be made by DFAS-_____ (DoDAAC: _____).
 - e. The Performer agrees, when entering invoices entered in WAWF to utilize the contracting line item number (CLIN) and accounting classification reference number (ACRN) as identified in Section 1 of this Article. The description of the CLIN shall include reference to the associated milestone number along with other necessary descriptive information. The Performer agrees that the Government may reject invoices not submitted in accordance with this provision
- vi. Payee Information: As identified at SAM.
- a. Cage Code: _____
 - b. DUNS: _____

E. Financial Records and Reports:

- i. The Performer shall maintain adequate records to account for all funding under this Agreement. Upon completion or termination of this Agreement, whichever occurs earlier, the Performer shall furnish a copy of the Final Report to the AO required as by Attachment 3. The Performer's relevant financial records are subject to examination or audit on behalf of ONR by the Government for a period not to exceed three (3) years after expiration of the term of this Agreement. The AO or designee shall have direct access to sufficient records and information of the Performer, to ensure full accountability for all funding under this Agreement. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.
- ii. To the extent that the total Government payments under the Agreement exceed \$5,000,000, the Comptroller General of the United States, in its discretion, shall have access to and the right to examine records of any party to the Agreement or any entity that participates in the performance of this Agreement that directly pertain, to and involve transactions relating to, the Agreement for a period of three (3) years after final payment is made. This requirement shall not apply with respect to any party to this Agreement or any entity that participates in the performance of the Agreement, or any subordinate element of such party or entity, that, in the year prior to the date of the Agreement, has not entered into any other contract, grant, cooperative agreement, or other transaction agreement that provides for audit access to its records by a government entity in the year prior to the date of this Agreement. The terms of this paragraph shall be included in all sub-agreements/contracts to the Agreement.

ARTICLE VII: DISPUTES

1. General

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

2. Dispute Resolution Procedures

- A. Any disagreement, claim or dispute between the Government and the Performer concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.
- B. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable.
- C. Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party in writing of the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the AO.
- D. Agreements Officer Decisions
 - i. Upon receipt of a written request for a decision, the AO shall conduct a review of the matter in dispute. To aid in the AO's review, the other Party shall submit a written position to the AO on the matter in dispute within twenty (20) calendar days after notification that an AO decision has been requested. Within sixty (60) calendar days after receipt of a written request for a decision, the AO shall:
 - a. Provide a written decision to the Parties, which shall include the basis for the decision and relevant facts upon which the decision is based; or,
 - b. Notify the Parties of a date when the decision will be rendered. The notice shall address why additional time is needed and what, if any, additional information is required from the Parties to adjudicate the dispute.
 - ii. The AO decision is final and binding, unless a Party shall, within thirty (30) calendar days, request further review as provided by this Article.

3. Formal Administrative Appeals

- A. The Director of Contracts, Grants, and Acquisitions (Code 02) is ONR's Appeal Authority to decide formal, administrative appeals under this Agreement. If the Director of Contracts, Grants, and Acquisitions (Code 02) is unable to serve in this capacity, the Executive Director (Code 01) shall so serve.
- B. An aggrieved Party may appeal an AO decision within thirty (30) calendar days of receipt of that decision by filing a written notice of appeal with the Appeals Authority and the AO.
- C. Appeal File. Within thirty (30) calendar days of receipt of the notice of appeal, the AO shall forward to the Appeal Authority the appeal file, which shall include copies of all documents relevant to the appeal. The Appeal Authority may permit the Parties to supplement the file with additional memoranda in support of their respective positions, and may request additional information from the Parties as necessary.
- D. Decision. The appeal shall be decided solely on the basis of the written record; The Appeal Authority shall issue a written decision within sixty (60) days of receipt of the Appeal File, or notify the Parties of a date when the decision will be rendered.
- E. Representation. A Party may be represented by counsel or any other designated representative in any dispute or appeal brought pursuant to this section, as long as the representative is not otherwise prohibited by law or regulation from appearing before ONR.
- F. Upon receipt of an Appeals Authority decision, either Party may pursue any right or remedy provided by law. Alternatively, the Parties may agree to explore and establish an Alternative Disputes Resolution Procedure to resolve this dispute.

4. Limitation of Liability

The Government does not waive its sovereign immunity except as otherwise provided by law. The Performer is solely responsible for any damages which may arise from any suit, action, or claim related to performance under this Agreement, and for any costs from or incidental to these suits, actions or claims, including but not limited to settlement and defense costs, except to the extent the Government has waived its sovereign immunity under the Federal Torts Claims Act or other express provisions of law. Further, the Performer agrees that it shall not pursue litigation or any other judicial or administrative recourse against the Government or take any action to enter the Government as party to any suit, action, or claim in which the Performer may become involved except as otherwise provided herein.

ARTICLE VIII: RIGHTS IN INVENTIONS AND PATENTS

1. Allocation of Principal Rights

- A. The Performer has the option of electing to retain title to each Subject Invention consistent with the provisions of this Article.
- B. With respect to any Subject Invention in which the Performer retains title, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Subject Invention throughout the world.

2. Invention Disclosure, Election of Title, and Filing of Patent Application

- A. The Performer shall disclose each Subject Invention to the ONR POC for Patent Matters designated in Article V, Agreement Administration, within two (2) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to ONR shall be in the form of a written report and shall identify the Agreement and circumstances under which the Invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the Invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the Invention has been submitted and/or accepted for publication at the time of disclosure.
- B. The Performer shall notify the ONR POC for Patent Matters, in writing, within eight (8) months of disclosure to ONR whether it elects to retain title to such invention. However, in any case where publication, sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by ONR to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.
- C. The Performer shall file either a provisional or non-provisional patent application on a Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. If the Performer files a provisional application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Performer may elect to file patent applications in additional countries, including the European Patent Office and the Patent Cooperation Treaty, within either ten (10) months of the corresponding initial patent application (whether provisional or non-provisional) or six (6) months from the date permission is granted by the Commissioner for Patents to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

- D. The Performer shall notify the ONR POC for Patent Matters of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.
- E. Requests for extension of the time for disclosure election, and filing under Article VIII, may be granted at ONR's discretion after considering the circumstances of the Performer and the overall effect of the extension.
- F. The Performer shall submit to the ONR POC for Patent Matters annual listings of Subject Inventions. At the completion of the Agreement, the Performer shall submit a comprehensive listing of all Subject Inventions identified during the course of the Agreement and the current status of each.

3. Conditions When the Government May Obtain Title

- A. Upon ONR's written request, the Performer shall convey title to any Subject Invention to "the United States Government, as represented by the Secretary of the Navy" under any of the following conditions:
 - i. If the Performer fails to disclose or elects not to retain title to the Subject Invention within the times specified in Paragraph 2 of this Article; however, ONR may only request title within sixty (60) calendar days after learning of the failure of the Performer to disclose or elect within the specified times;
 - ii. In those countries in which the Performer fails to file patent applications within the times specified in Paragraph 2 of this Article; however, if the Performer has filed a patent application in a country after the times specified in Paragraph 2 of this Article, but prior to its receipt of the written request by ONR, the Performer shall continue to retain title in that country; or
 - iii. In any country in which the Performer decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

4. Minimum Rights to the Performer and Protection of the Performer's Right to File.

- A. The Performer shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title, except if the Performer fails to disclose the Subject Invention within the times specified in Paragraph 2 of this Article. The Performer's license extends to its domestic and Canadian subsidiaries and affiliates within the corporate structure of which the Performer is a part, if any, and includes the right to grant licenses of the same scope to the extent that the Performer was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of ONR, except when transferred to the successor of

that part of the business to which the Subject Invention pertains. ONR approval for license transfer shall not be unreasonably withheld.

- B. The Performer's domestic license may be revoked or modified by ONR to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 C.F.R. Part 404. This license shall not be revoked in that field of use or the geographical areas in which the Performer has achieved practical application and continues to make the benefits of the Subject Invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of ONR to the extent the Performer, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- C. Before revocation or modification of the license, ONR shall furnish the Performer a written notice of its intention to revoke or modify the license, and the Performer shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

5. Action to Protect the Government's Interest

- A. The Performer agrees to execute or to have executed and promptly deliver to ONR all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the Performer elects to retain title, and (ii) convey title to the United States Government, as represented by the Secretary of the Navy when requested under Paragraph 3 of this Article and to enable the Government to obtain patent protection throughout the world in that Subject Invention.
- B. The Performer agrees to require by written agreement with its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Performer each Subject Invention in order that the Performer can comply with the disclosure provisions of Paragraph 2 of this Article. The Performer shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.
- C. The Performer shall require, by written agreement with its employees performing work under this Agreement, other than clerical and non-technical employees, pre-assignment of all Subject Inventions.

- D. The Performer shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement:

This invention was made with Government support under Agreement No. _____, awarded by the Office of Naval Research. The Government has certain rights in the invention.

6. Lower Tier Agreements

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

7. Reporting on Utilization of Subject Inventions

- A. The Performer agrees to submit, during the term of the Agreement, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Performer or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Performer, and such other data and information as the agency may reasonably specify. The Performer also agrees to provide additional reports as may be requested by ONR in connection with any march-in proceedings undertaken by ONR in accordance with Paragraph 9 of this Article. ONR agrees it shall not disclose such information to persons outside the Government without permission of the Performer, unless required by law.
- B. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website: <https://s-edison.info.nih.gov/iEdison/>. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the ONR POC for Patent Matters.

8. Preference for American Industry

Notwithstanding any other provision of this Article, neither the Performer nor any assignee shall grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States. However, in individual cases, the requirements for such an agreement may be waived by ONR upon a showing by the Performer that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

9. March-in Rights

- A. The Performer agrees that, with respect to any Subject Invention in which it has retained title, ONR has the right to require the Performer, an assignee, or exclusive licensee of a Subject Invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Performer, assignee, or exclusive licensee refuses such a request, ONR has the right to grant such a license itself if ONR determines that:
- i. Such action is necessary because the Performer or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the Subject Invention;
 - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Performer, assignee, or their licensees;
 - iii. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Performer, assignee, or licensees; or
 - iv. Such action is necessary because the agreement required by Paragraph 8 of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any Subject Invention in the United States is in breach of such Agreement.

ARTICLE IX: DATA RIGHTS

1. Allocation of Principal Rights

- A. The Parties agree that in consideration for Government funding, the Performer intends to reduce to practical application items, components and processes developed under this Agreement.
- B. With respect to Data developed or generated under this Agreement, the Government shall receive Unlimited Rights as defined in Article I of this Agreement. Notwithstanding the provision in paragraph D below, the Performer agrees that the Government may, within two (2) years after completion or termination of this Agreement, require delivery of all Data developed or generated under this Agreement.
- C. With respect to Data delivered pursuant to the deliverables listed in the SOW, the Government shall receive Unlimited Rights.
- D. March-In Rights
- i. In the event the Government chooses to exercise its March-in Rights, as defined in Article VIII, paragraph 9 of this Agreement, the Performer agrees, upon written request from the Government, to deliver at no additional cost to the Government, all Data necessary to achieve practical application within sixty (60) calendar days from the date of the written request. The Government shall retain Unlimited Rights, as

defined in Article I of this Agreement, to this delivered Data.

- ii. To facilitate any potential deliveries, the Performer agrees to retain and maintain in good condition until two years after completion or termination of this Agreement, all Data necessary to achieve practical application of any Subject Invention as defined in Article I of this Agreement.

2. Marking of Data

Pursuant to Paragraph 1 of this Article, any Data delivered under this Agreement shall be marked with the following legend:

Use, duplication, or disclosure is subject to the restrictions as stated in Agreement _____ between the Government and the Performer.

All technical data and computer software delivered without this legend is delivered with unlimited rights.

3. Lower Tier Agreements

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

ARTICLE X: EXPORT CONTROL AND FOREIGN ACCESS TO TECHNOLOGY

This Article shall remain in effect during the term of the Agreement and for five (5) years thereafter.

1. Compliance

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. § 2401-2420, including the Export Administration Regulations (15 C.F.R. Part 730, *et seq.*). Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the Performer shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

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

- A. The procedures stated in paragraphs B, C and D below shall apply to any transfer of Technology. These requirements are in addition to, and are not intended to change or

supersede the laws and regulations cited in paragraph 1 of this Article. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

- i. Sales of products or components; or
 - ii. Licenses of software or documentation related to sales of products or components; or
 - iii. Transfer to foreign subsidiaries of the Performer for purposes related to this Agreement; or
 - iv. Transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.
- B. The Performer shall provide timely notice to ONR of any proposed transfers from the Performer of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the Performer, its vendors, and ONR shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the Performer.
- C. In any event, the Performer shall provide written notice to the ONR AOR and the ONR AO of any proposed transfer to a Foreign Firm or Institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article, include any relevant Department of State or Department of Commerce licenses/approvals/determinations, or cite any applicable exemptions or exclusions, and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the Performer's written notification, the ONR AO shall advise the Performer whether it consents to the proposed transfer. In cases where ONR does not concur or sixty (60) calendar days after receipt and ONR provides no decision, the Performer may utilize the procedures under Article VII, Disputes. No transfer shall take place until a decision is rendered.
- D. In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by ONR takes place, the Performer shall (a) refund to ONR funds paid for the development of the Technology and (b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice, or to have practiced on behalf of the United States, the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the Performer shall provide written confirmation of such licenses.

3. Lower Tier Agreements

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

ARTICLE XI: TITLE TO AND DISPOSITION OF PROPERTY

1. Title to Property

- A. The Performer shall retain title to all property with an acquisition value of \$5,000 or less acquired by the Performer for use on this agreement, except for any property that is identified as a deliverable end item. Any property that is identified as a deliverable end item shall be added as an attachment to this agreement at time of acquisition by the Performer.
- B. At the completion of the term of this Agreement, items of property with an acquisition value greater than \$5,000 shall be disposed of in the following manner:
 - i. Purchased by the Performer at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to ONR; or
 - ii. Transferred to a Government research facility with title and ownership being transferred to the Government; or Donated to a mutually agreed University or technical learning center for research purposes; or
 - iii. Any other ONR-approved disposition procedure.

2. Government Furnished Property (GFP)

At time of award, no GFP is being furnished. In the event GFP will be furnished to Performer, the AO shall send written notification to Performer's Technical Point of Contact with a copy to the Business Point of Contact, and the following terms shall apply:

- A. The Government will provide the Performer with Government Furnished Property (GFP) to facilitate the effort described in Article I of this Agreement. GFP will be specifically identified in an attachment to this Agreement. This GFP shall be utilized only for performance under this Agreement unless a specific exception is made in writing by the AO.
- B. The Performer shall assume the risk of and be responsible for any loss or destruction of, or damage to, any GFP while in possession or control of the Performer, with the exception of reasonable wear and tear or reasonable and proper consumption. All property shall be returned at the end of this Agreement in as good of condition as when received with the exception of said reasonable wear and tear or in accordance with this Agreement regarding its use.

- C. The Performer shall obtain explicit written authorization from the AO for any transfer or disposition of GFP.

ARTICLE XII: CIVIL RIGHTS ACT

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. The Performer has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act.

ARTICLE XIII: SECURITY

1. Classified Material.

- A. The Performer may require access to classified information, in accordance with the DD 254 incorporated in this Agreement as Attachment 5. A final DD 254 will be issued based on the details of each project. The Performer shall comply with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M in accessing, generating, or handling classified information under this Agreement.
- B. The Performer shall include this Article, suitably modified to identify the Parties, in all subcontracts or lower tier agreements, regardless of tier, that involve access to classified information. The Performer shall comply with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M, regarding the issuance of DD 254s permitting subcontractors/vendors to access, generate, or handle classified information under this Agreement.

2. Controlled Information

The Parties understand that information and materials provided pursuant to or resulting from this Agreement may constitute unclassified controlled or otherwise sensitive information and are protected by law, executive order or regulation. Each Party is responsible for compliance with all applicable laws and regulations. Nothing in this Agreement shall be construed to permit any disclosure in violation of those restrictions.

ARTICLE XIV: PUBLIC RELEASE OR DISSEMINATION OF INFORMATION

1. This Article applies to unclassified technical information only. Classified information is not authorized for public release. Technical information includes information or data related to research, development, engineering, test, evaluation, production, operation, use, or maintenance of hardware, software, or technology which advances the state-of-the-art or establishes a new art in an area of significant military application. For purposes of this Article, technical information includes, but is not necessarily limited to: original papers, articles, abstracts, press releases, speeches, oral presentations, brochures, technical reports, technical documents, technical notes, letters to the editor, contractor reports, information

summaries and compilations, invention disclosures, photographs, films, videotapes, slides, charts, graphs, drawings, and similar materials. All unclassified technical information generated by ONR contractors under classified awards and intended for public release is subject to review and approval as described in this Article. There shall be no dissemination or publication, except within and between the Performer and any subcontractors, of information developed under this Agreement or contained in the reports to be furnished pursuant to this Agreement without prior written approval of the AOR.

2. Performers are responsible for ensuring that their material contains only unclassified information. If the material is intended for public release, the author's letter to the AOR shall contain information concerning the proposed media for public release, the date and location of publication or presentation, the identity of the sponsor and whether or not sponsor is aware of the proposed release, the deadline date by which approval for public release must be obtained and the ONR award number, and any other information useful for expediting the review and approval such as a copy of other agencies approval of the public release. Performers must be aware that the material must be submitted for approval at least 60 days prior to the date required for release.
3. Following final clearance for public release, the Performer is responsible for submitting the material to the publisher or conference sponsor. The Performer must include, in a covering letter or on the material, the following statement: "This material is submitted with the understanding that right of reproduction for governmental purpose is reserved for the Office of Naval Research, Arlington, Virginia 22203-1995."

ARTICLE XV: SPECIAL PROVISIONS

1. Environmental Requirements

- A. Environmental Liability. The Performer is responsible for achieving compliance with all environmental laws applicable to the work performed under this Agreement, including but not limited to any licenses and permit applications required under Federal, State, or local laws or regulations. The Performer shall not name the United States, the Department of the Navy, or any other Government agency, instrumentality or employee as an owner, operator or in any other capacity on any license or permit application required under environmental laws unless written consent is first obtained from an authorized agent of the Federal agency or instrumentality to be named.
- B. Pollution Prevention: Consideration should be given to alternative materials and processes in order to eliminate, reduce, or minimize hazardous waste being generated. This is to be accomplished while minimizing item cost and risk to item performance.

2. Safety

- A. The Performer shall adhere to all local, state, and federal rules and regulations required in order maintaining a safe and non-hazardous occupational environment throughout the duration of this initiative.

B. Reserved.

C. Requirements Concerning Use of Human Subjects (IF APPLICABLE)

i. (a) Definitions. As used in this clause—

- a. “Assurance of compliance” means a written assurance that an institution will comply with requirements of 32 CFR Part 219, as well as the terms of the assurance, which the Human Research Protection Official (HRPO) determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).
- b. “Human Research Protection Official (HRPO)” means the individual designated by the head of the applicable DoD component and identified in the component’s Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.
- c. “Human subject” means a living individual about whom an investigator (whether professional or student) conducting research (i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. (32 CFR 219.102(e)). For example, this could include the use of human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.
- d. “Institution” means any public or private entity or agency (32 CFR 219.102(f)).
- e. “Institutional Review Board (IRB)” means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).
- f. “IRB approval” means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).
- g. “Research” means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for other purposes. For example, some demonstration and service programs may include research activities (32 CFR 219.102(l)). Activities that are deemed not to be research are included at 32 CFR

219.102(1)(1-4).

- ii. The Performer shall oversee the execution of the research to ensure compliance with this clause. The Performer has an ongoing obligation to protect human subjects and shall comply fully with 32 CFR Part 219 and DoD Instruction 3216.02, SECNAVINST 3900.39E CH-1, 10 U.S.C. § 980, and, when applicable, Food and Drug Administration policies and regulations.
- iii. The Performer shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR § 219.104, or expend funding on such effort, until and unless the conditions of either the following paragraph (c)(1) or (c)(2) have been met:
 - a. The Performer furnishes to the HRPO, with a copy to the AO, an assurance of compliance and IRB approval and receives notification from the AO that the HRPO has approved the assurance as appropriate for the research under the Statement of Work, and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Performer may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Performer shall notify the AO immediately of any suspensions or terminations of the assurance.
 - b. The Performer furnishes to the HRPO, with a copy to the AO, a determination that the human research proposed meets exemption criteria in 32 CFR § 219.104 and receives written notification from the AO that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR § 219.104 and a rationale statement. In the event of a disagreement regarding the Performer's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the Agreement.
- iv. DoD staff, consultants, and advisory groups may independently review and inspect the Performer's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.
- v. Failure of the Performer to comply with the requirements of this Article will result in the issuance of either a termination of the Agreement, or in issuance of a stop-work order to immediately suspend, in whole or in part, work and further payment under this Agreement, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the AO.
- vi. The Performer shall include the substance of this Article, including this paragraph (f), in all subcontracts or agreements that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Instruction 3216.02, SECNAVINST

3900.39E CH-1, and 10 U.S.C. § 980, including research that meets exemption criteria under 32 CFR 219.104. This Article does not apply to subcontracts or agreements that involve only the use of cadaver materials.

3. Reserved.

4. Preference for U.S. Flag Air Carriers

Travel supported by U.S. Government funds under this agreement 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 interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

ARTICLE XVI: ORDER OF PRECEDENCE

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

ARTICLE XVII: EXECUTION

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

ARTICLE XVIII: COLLABORATIVE WORKSPACE

The Performer shall establish the Decision Science Incubator as a collaborative workspace. During performance, the Government may provide Navy personnel to work alongside the Performer at the Decision Science Incubator. Navy personnel may be assigned on a rotating basis for tours not anticipated to exceed twelve (12) months. Assigned Navy personnel will work alongside the Performer's research personnel and serve two (2) primary functions, first and foremost to advise and assist the Performer on current Navy decision-making practices and secondarily to learn from the Performer how best to apply decision science methods and techniques to Navy decision making. Navy personnel who complete tours at the Decision Science Incubator should be equipped to exercise decision science techniques independently and able to propagate those techniques across the Navy.

ARTICLE XIX: COST SHARING

To be completed as applicable.

**ONR MODEL OTA – ATTACHMENT 3
REPORT AND DATA DELIVERABLE REQUIREMENTS**

Dated: 22 October 2019

1. MONTHLY REPORTS

On or before forty-five (45) calendar days after the effective date of the Agreement and monthly thereafter throughout the term of the Agreement, the Performer shall submit or otherwise provide a technical and business status report. One (1) copy shall be submitted or otherwise provided to the Office of Naval Research (ONR) Agreements Officer's Representative (AOR) and one (1) copy shall be submitted or otherwise provided to ONR Agreements Officer (AO). The report shall detail technical progress to date and report on all problems, technical issues, major developments, expenditures, and the status of external collaborations at both the project level and for the total effort during the reporting period. Prior to delivery, the Performer shall consult with the AO to determine the proper distribution statement to be included in a conspicuous place on the front page of the technical and business status report.

2. ANNUAL PROGRAM PLAN DOCUMENT

The Performer shall submit or otherwise provide to the ONR AOR and ONR AO one (1) copy each of a report which describes the Annual Program Plan as described in Article IV.

3. SPECIAL TECHNICAL REPORTS

As agreed to by the Performer and the ONR AOR, the Performer shall submit or otherwise provide to the ONR AOR, and ONR AO one (1) copy each of special reports on significant events such as significant target accomplishments by the Performer, significant tests, experiments, or symposia.

4. MILESTONE REPORTS

The Performer shall submit or otherwise provide to the ONR AOR, and ONR AO documentation describing the extent of accomplishment of milestones. This information shall be as required by Article VI and shall be sufficient for the ONR AOR to reasonably verify the accomplishment of the milestone event in accordance with the Statement of Work (Attachment 1).

5. FINAL REPORT

(NOTE: The Final Report is included in the last milestone for the completed Agreement)

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

otherwise provided to the ONR AO, one (1) copy shall be submitted or otherwise provided to ONR AO (1) copy shall be submitted to the Defense Technical Information Center, Attn: DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-0944.

- B. Prior to delivery, the Performer shall consult with the AO to determine the proper distribution statement to be included on the front page of the final report in a conspicuous place.

6. EXECUTIVE SUMMARY

The Performer shall submit a one to two page executive-level summary of the major accomplishments of the Agreement and the benefits of using the other transactions authority pursuant to 10 U.S.C. § 2371b, National Defense Authorization Act for Fiscal Year 2016 upon completion of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for both the military and commercial sectors. One (1) copy shall be submitted to the ONR AO.

7. DEFERRED ORDERING OF DATA

In addition to Data specified elsewhere in this Agreement to be delivered hereunder, ONR may, at any time during the performance of this contract or within a period of two (2) years after acceptance of all items (other than Data) to be delivered under this Agreement or the termination of this Agreement, require delivery of any technical data or computer software generated in the performance of this Agreement or any subcontract hereunder. The Performer shall be compensated for converting the Data into the prescribed form, for reproduction and delivery. The obligation to deliver the Data of a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date the Performer accepts the last delivery of that item from that subcontractor under this Agreement. The Government's rights to use said Data shall be pursuant to the Article IX of this contract.

8. UTILIZATION OF SUBJECT INVENTIONS REPORT

The Performer shall submit an annual report detailing the utilization of Subject Inventions or on efforts at obtaining such utilization that are being made by the Performer, or its licensees or assignees, pursuant to Article VIII of this Agreement.