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# SECTION B SUPPLIES OR SERVICE

(C/NF) Research and Application of Psychoenergetics

## SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C1. (C/NF) The contractor shall, for the period 7 October 1985 -30 September 1990, furnish the necessary personnel, facilities, equipment and supplies to conduct a systematic, integrated program in the research and application of psychoenergetics. The work shall be carried out in accordance with contractor's proposals number ESU 84-246 Rev-2 dated 15 April 1985 and ESU-246 revised 16 September 1985, which are incorporated herein by reference.

The following estimated costs and start/close dates shall apply to the specific tasks delineated in the Statement of Work contained in the technical proposal dated 16 September 1985:

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# Section C Description/Specifications/Work Statement (Continued)

C2. (S/NF) In addition to the above, to assist the intelligence community in evaluating foreign psychoenergetics capability, the contractor will attempt to duplicate significant foreign research. This will permit the intelligence community to better judge the foreign state-of-the-art and to produce valid threat assessment of this foreign work. The phenomenon (remote viewing) currently being investigated by the contractor has great potential for intelligence collection; consequently, the contractor must continually be aware of the level and kinds of related foreign research to insure that appropriate countermeasures research may be conducted.

C3. (U) The contractor shall bear primary responsibility for the conduct of the research and shall exercise judgment towards attaining the stated research objectives within the limits of this contract's terms and conditions. Written approval of the Contracting Officer shall be obtained prior to change of the methodology, stated objectives of the research effort, or the phenomenon or phenomena under study.

C4. (C/NF) The Principal Investigator for the proposed contract is Edwin C. May, Ph.D., and the estimated amount of time this individual plans to devote to the first twelve (12) months of the contract is 1,848 hours. This individual shall be continuously responsible for the conduct of the research project and closely involved with the research efforts. The contractor shall obtain the Contracting Officer's approval to change the Principal Investigator. The contractor shall advise the Contracting Officer if the Principal Investigator will, or plans to, devote substantially less effort to the work than estimated in the contractor's proposal.



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# SECTION E INSPECTION AND ACCEPTANCE

# 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) APR 1984

(U) The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the contractor or a subcontractor, the contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.



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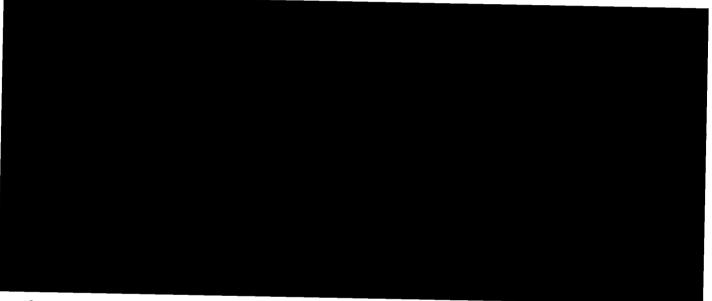
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## SECTION F DELIVERIES OR PERFORMANCE

F1. (C/NF) Certain operations research activities (not to exceed 25 percent of the total effort) will be conducted during the course of this contract. General work priorities have been established by and within the three phasestaging of the overall research effort. Changes in priorities and work scheduling may be made by the Principal Investigator with the concurrence of the Contracting Officer's Technical Representative (COTR). If these changes affect, or are affected by, operations research the COTR will assure that they are coordinated with the Defense Intelligence Agency (DIA) representative on the project.



# F3. Reports

# a. (U) Monthly Reports

A cost summary report shall be prepared by the seventh day following the month being reported, to be received by the COTR within 10 days of the report month. The report should show a comparison of the total contract costs budgeted by month and by task, and actual contract obligations by task as of the date of the report. A graphic presentation of budgeted versus actual costs, with a supporting table, should be included.

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### Section F Deliveries or Performance (Continued)

# b. (U) Quarterly Reports

The contractor shall submit a quarterly progress report covering work accomplished during each quarter of contract performance. It shall be brief, factual, and informal, and shall be prepared in accordance with the following format:

Cover containing:

Contract number and title Type of report, sequence number of report, and period of peformance being reported Contractor's name, address, and telephone number Name of Principal Investigator Date of publication Name of Contracting Officer's Technical Representative

- Section I A brief introduction covering the purpose and scope of the research effort
- Section II A brief description of overall progress to date, plus a separate description for each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and graphs in sufficient detail to explain any significant results achieved.

Section III - Problem Areas

A description of current problems that may impede performance along with proposed corrective action.

A description of anticipated problems that have a potential to impede progress and what corrective action is planned should the problem materialize.

- Section IV A description of work to be performed during the next reporting period.
- Section V Administrative Comments (Optional)

Description of proposed site visits and participation in technical meetings, journal manuscripts in preparation, coordination with other organizations conducting related work, etc.

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# Section F Deliveries or Performance (Continued)

- Section VI A Gantt Chart showing actual progress versus scheduled progress.
- Section VII A cost summary report showing a comparison of total contract costs budgeted by month, and actual contract cost as of the date of the report. A graphic presentation of budgeted versus actual cost, with a supporting table, should be included as a minimum.

# c. (U) Mid-Year and Annual Administration Reports

These reports shall be in letter form, generally not to exceed three (3) pages in length. The primary purpose is to inform the Government of significant events, accomplishments, and problems associated with the progress of work. The reports shall present a narrative summary of the work underway and shall be prepared to address the topics outlined below. Any of the topics below may be covered noting such comments as "none," "not applicable," or "no significant change" when appropriate. (The reports shall not be used to document technical progress or contain technical charts, graphs, or formulas. Such data belong in technical reports and Quick Response Working Papers.)

Research Program Plan A brief statement of the program's objectives and the plan for research shall be included under this topic.

<u>Major Accomplishments</u> A brief description written in nontechnical terms, of any finding or accomplishments that should be brought to the attention of the Government shall be included under this topic. The accomplishment of major milestones or the occurrence of technological breakthroughs shall be reported.

<u>Problems Encountered</u> This topic shall include difficulties which have affected, or could affect, the progress of the work. These would include problem areas of management significance such as: personnel, facilities, contract, funds, strikes, disasters, etc. Significant problems of a technical nature shall also be included, in brief, nontechnical terms.

# Fiscal Status

- (1) Amount currently provided for contract.
- (2) Expenditures and commitments to date on a task-by-task basis.
- (3) Estimated funds required to complete work per each task.
- (4) Estimated date of completion of work per each task.

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#### Section F Deliveries or Performance (Continued)

Action Required by the Government Generally, this topic will include assistance required in resolving "Problems Encountered."

<u>Future Plans</u> A brief statement of any significant change which is planned in the course of the work or any new item considered to be of interest to management shall be included under this topic.

# d. (U) Annual Technical Reports

These reports will present a concise and factual discussion of technical publication quality, including appropriate subject matter reference. Each Technical Report will include a report summary. This summary, prominently identified, should normally not exceed a few pages. The purpose of the projects must be specified, together with a description of important equipment purchased or developed, if any, and the conclusions reached by the contractor. The most important single feature of this summary is that it must be meaningful to readers who are not specialists in the subject matter of the contract.

The requirement for careful preparation cannot be over-emphasized as this summary will provide the basis for decisions on the continuity of a project. The contractor must recognize that his achievements are quite often surveyed by Government staff who function at a level that precludes a thorough review of detailed reports. Where appropriate, references should be made to more detailed sections of the report in order to guide those who may be prepared to spend the additional time required to develop a more complete and professional understanding of the accomplishments. The report summary should include the following information, for each major portion of the work:

- (1) Technical problem.
- (2) General methodology (e.g., literature review, laboratory, equipment, survey, field study, etc.)
- (3) Technical results.
- (4) Special comments (if any).
- (5) Statistical analyses, as appropriate.

## e. (U) Final Reports

A brief summary of all work done over the course of the contract, referring to the Annual Technical Reports, shall be submitted. A final report shall also be submitted on each task. The task report should describe what was performed, what was accomplished, total cost, and recommendations/conclusions.

f. (U) All reports shall contain a conspicuous disclaimer statement on the cover of the report similar to the following:

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## Section F Deliveries or Performance (Continued)

"The views, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless so designated by other documentation."

g. (U) Program progress briefings shall be held at mid-year. The contractor shall furnish copies of information charts, viewgraphs, and other aids as may be needed. The informal briefings shall consist of a contractor presentation and informal discussion among funding agencies and other Goernment personnel as appropriate.

h. (U) Quick Reaction Papers

These short working papers, based on Quick Reaction requests by the COTR, shall be technical papers prepared in response to a specific request and generally shall not exceed ten (10) pages in length. These working papers should follow the format for technical reports as applicable. They will be of limited scope and deal with subjects of especially high interest and/or critical timeliness.

i. (U) All supporting material, i.e., notes, maps, tapes for this contract, will be made available by the contractor to the COTR and no such material will be destroyed without written permission.

j. (U) The COTR will insure that appropriate Government personnel receive all reports and deliverables, in accordance with the following schedule:

(1) Monthly Report: One (1) copy to the COTR.

(2) Quarterly and Annual Administrative Report: Five (5) copies to the COTR. Reports are due 30 days after the reporting period.

(3) Draft Final Report: Five (5) copies to the COTR within 30 days of completion of the task. Comments will be returned to the contractor within 45 days of receipt of the draft.

(4) Final Reports: Ten (10) copies and a camera ready master to the COTR within 45 days of receipt of the comments made on the Draft Final Report. Five (5) copies of the final task report within 30 days of task completion.

(5) Program Progress Briefings: Approximately two (2) per year are anticipated. Specific times and places will be established by the COTR. Some briefings will occur in the Washington, D.C. area and may involve more than one presentation by the contractor.

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Section F Deliveries or Performance (Continued)

(6) Additional Specific Technical Reports: Requirements for these reports will be determined by the COTR and will be dependent upon availability of data. Number of copies, place and time of delivery to be also determined by the COTR.

(7) Quick Reaction Reports: Number of copies, place and time of delivery to be determined by the COTR.

(8) Supporting Materials: Provided to the COTR when requested during the period of contract performance. All such material will be finally delivered to the COTR at the same time as the Final Report.

k. (U) As the project progresses, unforeseen difficulties may occur. The contractor shall submit a variance report at any time difficulties threaten the scheduled completion of this contract. Accordingly, the COTR may direct the submission of a variance report which addresses the anticipated variance and the remedial action proposed or in progress at any time he determines the situation warrants. Variance reports may include the reason(s) for the delinquency, manpower, and other resources which are planned to be shifted to correct the deficiency, and the anticipated effect of the remedial action on other tasks and the overall contract schedules and costs.

F4. (U) FAR 52.212-13 STOP WORK ORDER - ALTERNATE (AOR 1984) is incorporated herein by reference.

### SECTION G CONTRACT ADMINISTRATION

# G.1 (U) REFERENCE

The contractor agrees to use the technical reference facilities of the Defense Technical Information Center, ATTN: DTIC-DDA, Cameron Station, Alexandria, Virginia, for the purpose of surveying existing knowledge and avoiding needless duplication of scientific and engineering effort and the expenditure thereby represented. To the extent practical all other sources, whether or not Government controlled, shall be consulted for the same purpose.

## G.2 (U) PROPERTY ACQUISITION REQUIREMENTS AND RESTRICTIONS

The contractor shall procure and furnish all necessary materials, supplies, apparatus, equipment, or other property for use in the performance of the subject work, except to the extent that property may be furnished by the Government. The contractor shall obtain the specific prior written approval of the Contracting Officer before acquiring the following:

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Section G Contract Administration (Continued)

a. <u>Individual Items of Equipment</u> - Individual items of equipment costing less than \$5,000 must be approved <u>unless</u> the equipment is listed in the approved budget used for providing funds for the contract. Prior approval must be obtained for the purchase of equipment costing \$5,000 or more, <u>regardless</u> of whether or not the item is specifically included in the budget. To expedite processing, the request should include a complete description, name of manufacturer and address, model and stock number, power code, quantity, and estimated unit cost. Processing the request through the Defense Industrial Plant Equipment Center normally takes between three (4) to four (4) weeks.

b. Office Equipment - Approval for purchase of office equipment is ordinarily denied unless contractor justifies specialized need therefor in performance of the work.

c. <u>Alteration to Contractor's Premises</u> - Making of alterations the removal of which would result in damage to either equipment or the contractor's premises, is ordinarily discouraged.

d. <u>Subcontracts</u> - Any purchase falling within the purview of subparagraph (b) of Clause 5 entitled, "Subcontracts Under Cost-Reimbursement and Letter Contracts."

e. Leased Equipment - Leases of equipment involving \$1,000 or more, regardless of whether or not specifically included in the budget.

G.3 (U) PROPERTY REPORTING

The designated property administrator for Government property acquired for use under this contract is the Contracting Officer, US Army Medical Reseach Acquisition Agency, Fort Detrick, Frederick, MD 21701-5012. The contractor shall furnish the designated property administrator the following reports:

a. A list of equipment having an acquisition cost of \$500 to \$1,000 acquired with contract funds, within 10 days following the end of the calendar quarter in which the transfer of title occurs.

b. A list of equipment having an acquisition cost of \$1,000 or more acquired with contract funds within 30 days following contract expiration or termination.

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## Section G Contract Administration (Continued)

## G.4 (U) TITLE TO EQUIPMENT

Title to equipment purchased with funds available for contracts for the conduct of basic and applied scientific research shall vest in the contractor upon acquisition or as soon thereafter as possible, provided the contractor has complied with the following:

(1) Furnished a letter of Assurance to the Department of Defense as required by DOD FAR 35.014(c). Also reference FAR 35.014(c).

(2) Obtained prior approval of the Contracting Officer for the acquisition pursuant to paragraph G2, above.

(3) Agreed that no charge will be made to the Government for any depreciation, amortization, or use charge with respect to such equipment under any existing or future Government contract or subcontract thereunder.

# G.5 (U) FOREIGN TRAVEL

Foreign travel costs are allowable only when the travel has received specific prior written approval from the Contracting Officer. Each separate foreign trip must be specifically approved. For purposes of this provision, foreign travel is defined as "any travel outside of Canada and the United States and its territories and possessions."

## G.6 (U) VOUCHERS

a. The contractor shall submit public vouchers (SF 1034) not less frequently than every three months to the Contracting Officer for review and forwarding to the finance officer for payment. Failure to invoice at least every three (3) months may result in delay of payment. (See the clause of this contract entitled "Allowable Cost and Payment" and "Fixed Fee.")

b. All vouchers shall be submitted in five (5) copies and shall state the total amount claimed and the subtotals claimed in the following categories: salaries and wages, overhead stating percentage and base, travel, equipment, supplies, and any other categories deemed appropriate. Totals of previous claims in each category shall be shown. Statements supporting costs shall be shown on continuation sheets, and the contractor shall provide carbons in voucher sets.

c. Voucher categories should adhere to budget categories listed in the approved budget used for funding the contract. The Contracting Officer should be notified in the event a budget category is expected to deviate more than  $\pm$  25 percent.

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# Section G Contract Administation (Continued)

d. The completion voucher shall be submitted by the contractor to the cognizant audit agency for review and forwarding to the Contracting Officer.

e. Vouchers shall not identify the subject of the research, names of personnel involved with the project, nor subcontractor names.

G.7. (U) FIXED FEE

The fixed fee may be billed in the ratia that costs incurred bear to the estimated cost of this contract.

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### SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 (U) MILITARY SECURITY CLASSIFICATION

Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 contained in SECTION J. The highest classification involved in the performance of this contract is SECRET.

# H.2 (U) CLASSIFIED INFORMATION

The contractor will not use any electrical information processing equipment in his possession for the purpose of processing or transmitting classified information under this contract without the written permission of the Contracting Officer.

# H.3 (C/NF) SECURITY REQUIREMENTS

a. (C/NF) The contractor shall maintain and administer a security program in accordance with the <u>Industrial Security Manual DOD 5220.22M</u> and <u>DIA Manual 50.5</u>. Copies of these documents are available for review in the office of the contracting officer.

b. (U) Loss or suspension pending investigation of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," attached hereto and made a part of this contract would result in inability to perform in accordance with the terms and conditions of the contract. As a result of this inability to perform the contractor is subject to default in accordance with the termination clause in Federal Acquisition Regulation 52.249-6.

c. (U) The Government reserves the right to direct any contractor employee to be removed from performance, direct or indirect, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security, whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's or individual's security clearance. The Government also reserves the right to direct any contractor employee to be removed from performance, direct or indirect, for the period of time necessary to conduct any investigation of alleged misconduct which may, in the opinion of the Contracting Officer, jeopardize the security of the project.

d. (C/NF) Unclassified information released or generated under this contract shall be restricted in its dissemination to contractor and Government personnel involved in the contract. Release in open literature or exhibition of such information is strictly prohibited without permission of the DIA on-site project representative.

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# Section H Special Contract Requirements (Continued)

e. (C/NF) Recipients of information under this contract may not release information to subcontractors without permission of the COTR. The USAMRDC COTR will determine, in coordination with the contractor's Principal Investigator and DIA project representative, which subcontracts will be classified.

f. (C/NF) Requests for approval of publication of work and presentation of papers on research performed under this contract shall be submitted to the COTR for coordination with the DIA project representative prior to release or presentation.

g. (U) The USAMRDC COTR will maintain a classified roster of individuals with authority to know of USAMRDC involvement with research to be performed under this contract. The number of individuals will be kept to a minimum, on a need-to-know basis.

h. (U) All inquiries, in any form, received from representatives of the public media or individuals shall be promptly referred to the COTR.

# H.4 (U) USE OF HUMAN SUBJECTS, INVESTIGATIONAL DRUGS, AND INVESTIGATIONAL MEDICAL DEVICES

# a. Definitions

(1) <u>Subject at risk means any individual who may be exposed to the</u> possibility of injury, including physical, psychological, or social injury, as a consequence of participation as a subject in any research, development, or related activity which departs from the application of those established and accepted methods necessary to meet his needs, or which increases the ordinary risks of daily life, including the recognized risks inherent in a chosen occupation or field of service.

(2) <u>Invesigational drugs</u> means those new drugs restricted by the Federal Food, Drug, and Cosmetic Act to be used by or under the supervision of an investigator pursuant to a Notice of Claimed Investigational Exemption for a New Drug (IND).

(3) Investigational medical devices means those device which are not generally recognized as safe and/or effective, intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in, or research on, humans where the research is usually (but not necessarily) for the purpose of determining whether or not the device is safe and/or effective.

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# Section H Special Contract Requirements (Continued)

### b. Requirements for the Use of Humans

(1) Safeguarding the rights and welfare of subjects at risk in activities supported by this contract is primarily the responsibility of the contractor. Compliance with this contract will in no way render inapplicable pertinent federal, state, or local laws or regulations. In order to provide for the adequate discharge of this institutional responsibility, it is the policy of the US Army Medical Research and Development Command (USAMRDC) that no activity involving human subjects under this contract shall be undertaken unless an Institutional Review Board (IRB) has reviewed and approved such activity.

(2) The institution shall have provided to USAMRDC a written assurance that it will abide by the policy for the protection of human subjects as contained in Title 45, Part 46, of the Code of Federal Regulations (CFR), as amended. When an institution has a Health and Human Sevices (HHS) approved assurance, evidence of IRB approval of this study shall have been accomplished by submission to USAMRDC of an executed HHS Form 596. For an institution without a HHS approved assurance, an assurance concerning the protection of human subjects shall have been negotiated wih the USAMRDC Contracting Officer, and IRB approval given.

(3) In addition to the requirements of Title 45, Part 46, of the CFR, the following shall apply to all USAMRDC contracts supporting research, development, and related activities:

(a) Prisoners of war and detainees shall not be used under any circumstances.

(b) Use of prisoners as research subjects shall have been specifically approved by the USAMRDC Contracting Officer.

(c) A mentally disabled or institutionalized mentally infirm person shall not participate as a research subject unless the nature of the research involved is such that it would be impossible or meaningless if mentally infirm were restricted from participation, or other considerations are involved. Specific approval for their use shall have been granted by the Contracting Officer. The research must be concerned with:

(I) The diagnosis, treatment, prevention, or etiology of the particular impairment with which the subject is afflicted, or

(II) Any other condition from which the subject is suffering, providing there is a direct potential benefit to the subject and adequate prior testing has been accomplished to give assurance of acceptable risk, or



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## Section H Special Contract Requirements (Continued)

(III) The effects of institutional life upon the institutionalized mentally infirm subject, and involves no appreciable risk to the subject, or

(IV) Information which cannot be obtained from any other class of subject.

(d) Volunteers shall be provided all necessary medical care for injury or disease that is the proximate result of taking part in the contract research.

(e) New people entering this project for training purposes, or for participation as subjects of research, shall sign a statement that they will not use information attained during the course of participation to invade the privacy of US citizens.

(f) Studies conducted outside the United States, its territories or possessions, shall be conducted in compliance with all laws, customs, and practices of the country in which the study is to be conducted.

# c. Requirements for the Use of Investigational Drugs

The contractor shall comply with Title 21, Part 312 of the CFR, as amended, for the study and evaluation of those new drugs restricted by the Federal Food, Drug, and Cosmetic Act. The drug shall be used by, or under the supervision of an investigator pursuant to a Notice of Claimed Investigational Exemption for a New Drug (IND). A copy of the current applicable forms as related under Part 312 shall have been provided with the contractor's proposal.

## d. Requirements for Use of Investigational Medical Devices

The contractor shall comply with Title 21, Part 812, of the CFR, as amended, for the study and evaluation of those devices which are not generally recognized as safe and/or effective, intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in, or research on humans. The contractor shall have to provide with his proposal a copy of FDA approval of, or grant of waiver for, use of an investigational device exemption (IDE).

## e. Requirements for Reporting and Documentation

(1) Immediate telephone notification shall be given to the Contracting Officer of any significant adverse reactions. (Telephone weekdays, Area Code 301 663-7216; nights, weekends, and holidays, the Duty Officer telephone Area Code 301 663-7114.)

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# Section H Special Contract Requirements (Continued)

(2) Copies of all documents presented or required for initial and continuing review of the IRB, e.g., Board minutes pertaining only to the contract, record of subject's consent, transmittals on actions, instructions and conditions resulting from Board deliberations addressed to the activity director, are to be retained by the contractor for at least three years after completion of the research. All documents shall be accessible for inspection during normal working hours, by the USAMRDC Contracting Officer or authorized representative.

(3) Except as otherwise provided by law, information in the records or possession of the contractor which refers to or can be identified with a particular subject may not be disclosed except:

(a) with the consent of the subject or his legally authorized representative, or

(b) as may be necessary for the USAMRDC to carry out its legal responsibilities.

(4) Upon expiration or termination of this contract, a list of all unused test material shall be provided to the USAMRDC Contracting Officer.

(5) The contractor shall immediately notify the USAMRDC Contracting Officer, by telephone, of inquiries outside the Department of Defense concerning the use of human subjects under this contract. In addition, the Contracting Officer shall be notified as soon as possible of inspections of the facility or contract protocols by the FDA.

### H.5 (U) GOVERNMENT EMPLOYEES AS PRINCIPAL INVESTIGATORS

No contractor will employ any individual as a principal investigator who is also an officer or employee of the United States Government unless the contractor establishes to the satisfaction of the Contracting Officer that the exception stated in 18 U.S,.C. 208 has been complied with. In the event that a principal investigator who is also a Government officer or employee is acceptable to the Contracting Officer, the principal investigator cannot participate on behalf of the contractor in negotiating, administering or enforcing the contract.

#### H.6 (U) CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the contracting officer. In the event that the contractor effects any such changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely the risk of the contractor.

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#### H7. (C/NF) CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AUTHORITY

(C/NF) The USAMRDC will provide an on-site Contracting Officer's Technical Representative (COTR). The contractor shall provide administrative support to the COTR and office space in close proximity to the site where research is being conducted. The COTR will:

a. (U) be responsible for technical management of the USAMRDC research program;

b. (U) review and evaluate all proposed subcontractors and project consultants and recommend acceptance or rejection to the Contracting Officer;

c. (U) schedule semi-annual contractor reviews and provide research summaries to the DIA Project Central Manager;

d. (C/NF) establish working agreements with DIA's project representative regarding operations research interface with the overall program;

e. (C/NF) provide interface and coordination between the research and the applied efforts where common resources are required;

f. (U) provide assistance in resolving human use requirements; assure human use standards as established by the Commander, USAMRDC, are met, identify security guidelines, maintain a security access roster, and assist in other overall program requirements;

g. (U) monitor and guide the contractor's effort in order to prevent waste and obtain the services within budgeted funds;

h. (U) prepare project summary reports that address management issues, key technical findings, or other project issues which need resolution;

i. (U) adjust work priorities in response to QRT's or due to other unforeseen issues; and

j. (U) maintain detailed on-site project records for ready access by USAMRDC and DIA.

# H8. (C/NF) ON-SITE PROJECT REPRESENTATIVE AUTHORITY

1. (C/NF) A project representative will be provided by DIA for on-site assignment to the major contractor facility. The contractor shall provide administrative support to the project representative, and office space in close proximity to the site where research is being conducted.

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H8. On-Site Project Representative Authority (Continued)

2. (C/NF) For tasks bearing directly on applied investigations, he will:

a. (C/NF) perform frequent interface with the DIA Project Central Manager, USAMRDC, COTR, the DIA Technical Advisor, and others as required for project review and reporting, resolving conflicts or for project issues;

b. (U) advise the DIA Project Central Manager on mix of contractor personnel required for task accomplishment

c. (C/NF) in cooperation with the contractor's Principal Investigator, establish methodologies resulting from research that ensure applied investigations are based on sound scientific principles and that they adhere to strict control protocols. Occasionally, he may assist in various project activities in order to examine investigative procedures and to become familiar with project details;

d. (U) coordinate all actions with the USAMRDC COTR to ensure that no conflicts occur with the research tasks; and,

e. (U) provide assistance in any project review, briefing or report preparation as required.

## H9. (U) INCREMENTAL FUNDING

It is estimated that the total cost to the Government for the full performance of this contract for the period 7 October 1985 - 30 September 1990 will be \$11,369,722. There have been funds allotted for reimbursement of allowable costs incurred in the performance of this contract in the amount of only \$1,814,908. It is estimated that such funded amount shall be sufficient to cover allowable expenses for the priod 7 october 1985 to 30 September 1986. It is estimated that additional funds will be provided in accordance with the following schedule:

> \$2,199,943 on or about 1 October 1986 2,310,000 on or about 1 October 1987 2,425,500 on or about 1 October 1988 2,546,775 on or about 1 October 1989

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Pending the availability of additional funds, performance by the contractor shall be governed by the General Provisions clause of this contract entitled, "Limitation of Funds." It is understood and agreed that such clause, including the notice requirements shall be applicable to the amount of monies acutally allotted to and funded for this contract, as same may be increased from time to time by amendment to this contract.

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# H.10 (U) INSURANCE

The Federal Acquisition Regulation 28.307-2, Liability relating to cost-type contracts requires as a minimum that insurance outlined below be maintained:

a. <u>Workers' Compensation and Employer's Liability</u>. Contractors are required to comply with applicable Federal and workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

(1) The Contracting Officer shall require bodily injury liability insurance coverage witten on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

c. <u>Automobile Liability</u>. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence of property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

d. <u>Aircraft Public and Passenger Liability</u>. When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

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H10. (U) Insurance (Continued)

e. <u>Vessel Liability</u>. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

f. The prospective contractor shall provide evidence of the above insurance requirements prior to award.

H.ll. (U) Government furnished property or equipment to be provided to the contractor will primarily consist of reports and graphics to be provided on a loan basis. Contractor access to classified facilities in the Washington, DC area and such other related facilities as may be necessary will be arranged by the Government. Data required by the contractor will be requested in writing from the COTR. The COTR will maintain a record of all Government documents transferred to the contractor and will ensure their return when the contract terminates.



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# PART II - CONTRACT CLAUSES

Section I - CONTRACT CLAUSES

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NOTE: Clauses without boxes are mandatory; clauses with boxes are optional and those checked apply to this contract/solicitation.

REF.NO.	FAR REF.	TITLE	DATE

	1	This contra clauses by and effect text. Upon Officer wil available. I. Federal (48 CFR II. DOD Fed	CLAUSES INCORPORATED BY REFERENCE ct incorporates the following reference with the same force as if they were given in full request, the Contracting 1 make their full text Acquisition Regulation Chapter 1) Clauses eral Acquisition Regulation ent (48 CFR Chapter 2 Clauses)	APR	84
	2	52.202-1	DEFINITIONS	APR	84
	3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR	84
	4	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR	84
	5	52.244-2	SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS	JUL	85
		(Requ	ired - when applicable - Contract Clauses	)	
	6	52.203-1	OFFICIALS NOT TO BENEFIT	APR	84
	7	52.203-3	GRATUITIES	APR	84
]	8	52.204-1	APPROVAL OF CONTRACT	APR	84
]	9	52.204-2	SECURITY REQUIREMENTS	APR	84
1	10	52.204-2	SECURITY REQUIREMENTS-ALTERNATE I	APR	84
]	11	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	APR	84
]	12	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT Testing	APR	84
	13	52.212-8	PRIORITIES, ALLOCATIONS AND ALLOTMENTS	APR	. 84

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	14	52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	APR	84
	15	52.215-2	AUDIT - NEGOTIATION	APR	84
	16	52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	APR	84
	17	52.215-24	SUBCONTRACTOR COST OR PRICING DATA	APR	85
[]	18	52,215-30	FACILITIES CAPITAL COST OF MONEY	APR	84
[]	19	52.215-31	WAIVER OF FACILITIES CAPITAL COST OF Money	APR	84
[x]	20	52.216-7	ALLOWABLE COST AND PAYMENT	APR	84
[]	21	52.216-8	FIXED FEE	APR	84
[]	22	52.216-10	INCENTIVE FEE	APR	84
[ <sub>x</sub> ]	23	52.216-11	COST CONTRACT-NO FEE	APR	8,4
[]	24	52.216-11	COST CONTRACT-NO FEE-ALTERNATE I	APR	84
[]	25	52.216-12	COST-SHARING CONTRACT-NO FEE	APR	84
[]	26	52.216-12	COST-SHARING CONTRACT-NO FEE-ALTERNATE I	APR	84
[]	27	52,216-15	PREDETERMINED INDIRECT COST RATES	APR	84
[]	28	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	APR	84
[]	29	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	APR	84
[x]	30	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (ATTACHED IN FULL TEXT)	JUN S	85
[]	31	52.219 <b>-9</b>	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	APR	84
[]	32	52.251-11	SPECIAL 8(a) CONTRACT CONDITIONS (CONTRACTS ONLY)	APR	84
[]	33	52.219-12	SPECIAL 8(a) SUBCONRACT CONDITIONS (CONTRACTS ONLY)	APR	84

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	34	52.219-13	UTILIZATION OF WOMAN-OWNED SMALL BUSINESS	APR 84
	35	52.22041	PREFERENCE FOR LABOR SURPLUS AREA CONCERNS	APR 84
[]	36	52.220 <b>-2</b>	NOTICE OF TOTAL LABOR SURPLUS AREA Set-Aside	APR 84
	37	52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 84
	38	52.220-4	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM	APR 94
	39	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	APR 84
[x]	40	52.222-3	CONVICT LABOR	APR 84
[]	41	52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT	APR 84
	42	52.222-26	EQUAL OPPORTUNITY	APR 84
,	43	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 84
	44	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 94
	45	52 <b>.222-36</b>	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 84
[x]	46	52.223-2	CLEAN AIR AND WATER	APR 84
[]	47	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	APR 84
[]	48	52.224-1	PRIVACY ACT NOTIFICATION	APR 84
[]	49	52.224-2	PRIVACY ACT	APR 84
[x]	50	52.227-1	AUTHORIZATION AND CONSENT-ALTERNATE I	APR 84
[x]	51	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 84
[ x]	52	52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	APR 84

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[]	53	52.227-12	PATENT RIGHTS - RETENTION BY THE Contractor (long form)	APR	84
[]	54	52.227-13	PATENT RIGHTS _ ACQUISITION BY THE GOVERNMENT	APR	84
[]	55	52.228-6	INSURANCE - IMMUNITY FROM TORT LIABILITY	APR	84
[x]	56	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR	84
[]	57	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS - ALTERNATE I	APR	84
[]	58	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS - ALTERNATE II	APR	84
[]	59	52.230-3	COST ACCOUNTING STANDARDS	APR	84
[]	60	52.230-4	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR	84
[]	61	52.230-5	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR	84
[x]	62	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR	84
[]	63	52.232-12	ADVANCE PAYMENTS - ALTERNATE II	APR	84
[]	64	52.232-18	AVAILABILITY OF FUNDS	APR	84
[]	65	52.232-20	LIMITATION OF COST	APR	84
[x]	66	52.232-22	LIMITATION OF FUNDS	APR	84
	67	52.232-23	ASSIGNMENT OF CLAIMS	APR	84
	68	52.233-1	DISPUTES - ALTERNATE I	APR	84
	69	52.244-5	COMPETITION IN SUBCONTRACTING	APR	84
[]	70	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACT		84
[x]	71	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) - ALTERNATE I	APR	84
[]	72	52.245-19	GOVERNMENT PROPERTY - FURNISHED AS IS	APR	84

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[-]	73	52.246-23	LIMITATION OF LIABILITY	APR 84
[]	74	52.246-24	LIMITATION OF LIABILITY-HIGH VALUE ITEMS	APR 84
[]	75	52.246-25	LIMITATION OF LIABILITY-SERVICES	APR 84
[]	76	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	APR 84
[]	77	52.248-01	VALUE ENGINEERING	APR 84
[x]	78	52.249-5	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPRO FIT INSTITUTIONS)	APR 84
[]	79	52.249-6	TERMINATION (COST-REIMBURSEMENT)	APR 84
[]	80	52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE II	APR 84
[]	81	52,249-14	EXCUSABLE DELAYS	APR 84
			(Optional Contract Clauses)	
[]	82	52.232-17	INTEREST	APR 84
[x]	83	52.243-2	CHANGES - COST-REIMBURSEMENT-ALTERNATE	V APR 84
[]	84	52.243-6	CHANGE ORDER ACCOUNTING	APR 84
[]	85	52.243-7	NOTIFICATION OF CHANGES	APR 84
[]	86	52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804 (CONTRACTS ONLY)	APR 84
[ ]	87	52.250-1	IN <b>DEMNIFICATION</b> UNDER PUBLIC LAW 85-804-Alternate I (Contracts Only)	APR 84
[x]	88	52.251-1	GOVERNMENT SUPPLY SOURCES	APR 84
[x]	89	52.233-3	PROTEST AFTER AWARD-ALTERNATE I (Attached in Full Text)	JAN 85
REF	<u>.NO.</u>	DODFARS REF.	TITLE	ATE
[]	1	52.204-7005	OVERSEAS DISTRIBUTION OF DEFENSE SUBCONTRACTS	(JUN 1982)
[]	2	52.215-7000	AGGREGATE PRICING ADJUSTMENT	(APR 1985)

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	-	60 010 7000	ANALL DUSTNESS AND SMALL DISADUANTA	(	1094
[]	3	52.219-7000	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (MASTER PLANS		1724)
[]	4	52.223-7000	NOTICE OF RADIOACTIVE MATERIALS	(APR	1984)
[x]	5	52.227-7013	RIGHTS IN TECHNICAL DATA AND COMPUTER Software	( <u>MA</u> Y	1931)
[]	6	52.227-7013	RIGHTS IN TECHNICAL DATA AND COMPUTER Software - Alternate I	(MAY	1981)
[]	7	52.227-7014	PREDETERMINATION OF RIGHTS IN TECHNICAL DATA	(JUL	1976)-
[]	8	52.227-7015	RIGHTS IN TECHNICAL DATA - SPECIFIC ACQUISITION	(MAR	1979)
[]	9	52.227-7018	RESTRICTIVE MARKINGS ON TEHCNICAL DATA	(MAR	1975)
[]	10	52.227-7019	IDENTIFICATION OF RESTRICTED RIGHTS COMPUTER SOFTWARE	(APR	- <b>1977</b> )
[]	11	52.227-7025	RIGHTS IN TECHNICAL DATA AND COMPUTER Software (SBIR Program)	(APR	1984)
[x]	12	52.227-7029	IDENTIFICATION OF TECHNICAL DATA	(MAR	1975)
[x]	13	52.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(JUL	1976)
[]	14	52.227-7031	DATA REQUIREMENTS	(APR	1972)
[]	15	52.227-7034	PATENTS - SUBCONTRACTS	(APR	1984)
	16	52.231-7000	SUPPLEMENTAL COST PRINCIPLES	(APR	1984)
[]	17	52.232-7001	ADVANCE PAYMENT POOL	(APR	1984)
[]	18	52.232-7002	DISPOSITION OF PAYMENTS	(APR	1984)
	19	52.233-7000	CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000	(FEB	1980)
[]	20	52.235-7001	INDEMNIFICATION UNDER 10 U.S.C. 2354 - COST REIMBURSEMENT	(APR	1974)
[x]	21	52.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	(APR	1984)
[x]	22	52,242-7003	CERTIFICATION OF OVERHEAD COSTS	(MAF	8 1985)

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FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean small business concern-

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged inApproved Por Release 2000/08/08 : CIA-RDP96-00789 R003000400005-0

(End of Clause)

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FAR 52.233-3 PROTEST AFTER AWARD (JAN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting for the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

# (End of Clause)

<u>Alternate I</u> (JUN 1985). If this clause is inserted in a cost-reimbursement contract, substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "as equitable adjustment in the delivery schedule or contract price, or both."

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CON	DEPARTMENT	OF DEFENSE	ION	I. THI	NY TO A	LL SECURI	TY AS	PECTS OF THIS			L.	
					0R1. 17	FACILIT	15.					_
2. '	THIS SPECIFICATION IS FOR:	3. CONTRACT NUMBER OF IDENTIFICATION NU (Prime contracts must b for all subcontracts)	MBE	R	COM	TO BE PLETED imated)		THIS SP (See "NOTE" bel almo enter date fo			"X'd",	
x	A. PRIME CONTRACT	DAMD17-85-0			•. •3/31	/1990	x	a. ORIGINAL (Comp date in all cases		DATE 4/1/1	1985	
	b. SUBCONTRACT (Use item 15 for subcontracting beyond second iter)	5. FIRST TIER SUBCONTR	TOAF	NO.	ь.			b. REVISED (supersedes all previous specifications)	REVISION NO	DATE		
	C. REQUEST FOR BID. REQUEST FOR PROPOSAL OR REQ FOR QUOTATION	C. IDENTIFICATION NUM	BER		C. DUE	DATE		C. FINAL	<b>b</b> ayan <u></u>	DATE		
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10a.	General identification of the I	Procurement for which this sp	pecifi	cation a	pplies				AD Number		ing Act	1111
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c. A	re there additional security red	quirements established in acc	cordar	nce with	paragrapi	1-114 or 1-	115. 19	R? X Yes	No. If	YES, ident	tify the	
	ertinent contractual documents								- ·			
d. A	re any elements of this contrar	ct outside the inspection resp	ponsit	bility of	the cogni	zant securit	y offic	e' 🔀 Yes 🕻	No. If Y	YES, expla	in in	
I	em 15 and identify specific ar	eas or elements.										
11,-	ACCESS REQU	JIREMENTS	YE	S NO		ACCE	SS RE	UIREMENTS (Con	tinued)		YES	N
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	Access to Classified Information contractor/Government activities			X		······		· · · · · · · · · · · · · · · · · · ·				
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h, /	ccess to classified COMSEC	information.		X "	]-							
i. (	Cryptographic Access Authoriz	ation required.		T	J.							
12.	Refer all questions pertaining EMERGENCY, direct with writ								Y, thru ACO	) (item 16e	);	
a. 1	he classification guidance cor	ntained in this specification	and e	ttachmer	nts referen	ced herein	is com	plete and adequate				
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