

SPECIAL PROVISIONS

1. Deletion of General Condition. For purposes of this Contract, paragraph 9 on page 3 of the General Conditions is hereby deleted from the General Conditions and has no operative effect between the parties.
2. Modification of General Conditions. For purposes of this Contract, subparagraph 14.c. and paragraphs 25, 26, 28 and 31 on pages 7, 14, and 15 respectively, of the General Conditions are modified to read as follows:

"14.c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer any completed or partially completed goods or work product required to be delivered under this Contract. The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision."

"25. Publicity and Publications.

- a. All media contacts with the CONTRACTOR about the Project or this Contract shall be referred to the Agency procurement officer. Any publication or presentation of information covered by this Contract, and any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR shall acknowledge the support of the STATE.
- b. The CONTRACTOR agrees that in the release of information relating to this Contract, such release shall include a statement to the effect that (1) the project or effort depicted was or is sponsored by the Defense Advanced Research Projects Agency, (2) the content of the information does not necessarily reflect the position or the policy of the Federal Government, and (3) no official endorsement should be inferred. For the purpose of this paragraph, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.
- c. The CONTRACTOR shall submit three copies of each paper planned for publication, if any, to the STATE simultaneously with its submission for publication. The STATE shall forward one copy to DARPA. Following publication, the CONTRACTOR shall submit three copies of each published paper, if any, to the STATE. The CONTRACTOR shall provide the proper reference or citation including page numbers for the publication. For abstracts of a conference presentation, the CONTRACTOR shall submit one copy of the conference proceedings cover page, or a list of the conference name, location, date(s), etc. The STATE shall forward a copy to DARPA."

"26. Ownership Rights, Copyrights, and Patent Rights.

The CONTRACTOR shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, except for those items deliverable to the STATE, and subject to the following:

- a. Copyrights. The CONTRACTOR shall have the right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract. However, the Defense Advanced Research Projects Agency

shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for Federal Government purposes (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which the CONTRACTOR purchases ownership with Cooperative Agreement support.

b. Rights in Data. Rights in technical data and computer software are as specified in 48 CFR 227 and 252, as amended, which titles and sections are incorporated herein by reference.

(1) Definitions

- (a) “Government Purpose Rights”, as used in this paragraph, means rights to use, 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.
- (b) “Unlimited Rights”, as used in this paragraph, means rights to use, 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.
- (c) “Data”, as used in this paragraph, means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions included under subparagraph 26.c.

(2) Allocation of Principal Rights

- (a) This Contract shall be performed with CEROS funding from DARPA. The Parties agree that in consideration for funding, the CONTRACTOR intends to reduce to practical application items, components and processes developed under this Contract.
- (b) The CONTRACTOR agrees to retain and maintain in good condition until FIVE YEARS (5) years after completion or termination of this Contract, all Data necessary to achieve practical application. In the event of exercise of the Government’s March-in Rights as set forth under subparagraph 26.c.(10), the CONTRACTOR agrees, upon written request from the STATE, to deliver at no additional cost to the STATE, 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 subparagraph b.(1) above, to this delivered Data.
- (c) The CONTRACTOR agrees that, with respect to Data necessary to achieve practical application, the STATE has the right to require the CONTRACTOR to deliver all such Data to the STATE in accordance with its reasonable directions if the STATE determines that:
 - 1, Such action is necessary because the CONTRACTOR or assignee has not taken effective steps, consistent with the intent of this Contract, to achieve practical application of the technology developed during the performance of this Contract;

2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the CONTRACTOR, assignee, or their licensees; or
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the CONTRACTOR, assignee, or licensees.

(d) With respect to Data delivered pursuant to Attachment 1 of this Contract, the Government shall receive Government Purpose Rights, as defined in subparagraph b.(1) above. With respect to all Data delivered, in the event of the Government's exercise of its right under subparagraph b.(2)(b) above, the Government shall receive Unlimited Rights.

(3) Marking of Data

Pursuant to subparagraph b.(2) above, any Data delivered under this Contract shall be marked with the following legend:

Use, duplication, or disclosure is subject to the restrictions as stated in Agreement MDA972-02-2-0002 between the Government and CEROS.

(4) Lower Tier Agreements

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

c. Patent Rights. Patent rights are as specified in 48 CFR 227 and 252, as amended, and 37 CFR 401.14 of July 1, 1987, which titles and sections are incorporated herein by reference.

(1) Definitions

- (a) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
- (b) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (c) "Practical application" means 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.
- (d) "Subject invention" means any invention conceived or first actually reduced to practice in the performance of work under this Contract.

(2) Allocation of Principal Rights

Unless the CONTRACTOR shall have notified the STATE (in accordance with subparagraph c.(3)(c) below) that the CONTRACTOR does not intend to retain title, the CONTRACTOR shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this paragraph and 35 U.S.C. § 202. With respect to any subject invention in which the CONTRACTOR retains title, DARPA 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.

- (3) Invention Disclosure, Election of Title, and Filing of Patent Application
- (a) The CONTRACTOR shall disclose each subject invention to the STATE within four (4) months after the inventor discloses it in writing to the CONTRACTOR personnel responsible for patent matters. The disclosure to the STATE shall be on the Confidential Invention Disclosure, attached hereto as Exhibit "A", which shall be completed by the CONTRACTOR and submitted to the STATE. The STATE shall forward invention disclosures to DARPA. The disclosure shall identify the Contract 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 for publication and, if so, whether it has been accepted for publication at the time of disclosure.
- (b) The CONTRACTOR shall furnish the STATE the following:
1. Interim reports every twelve (12) months from the date of this Contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions; and
 2. A final report, within three (3) months after completion of the Contract, listing all subject inventions or stating that there were no such inventions.
 3. Interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts.
- (c) If the CONTRACTOR determines that it does not intend to retain title to any such invention, the CONTRACTOR shall notify the STATE, in writing, within eight (8) months of disclosure to the STATE. However, in any case where publication, sale, or public use has initiated the one (1)-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by the STATE to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.
- (d) The CONTRACTOR shall file its initial 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. The CONTRACTOR 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 or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

1. The CONTRACTOR shall submit two copies of each patent application or patent abstract, if any, to the STATE simultaneously with its submission.
 2. The CONTRACTOR shall provide the STATE with the application serial number and the filing date upon receipt of a filing receipt.
 3. The CONTRACTOR shall submit three copies of the cover page of each completed patent, if any, to the STATE.
- (e) Requests for extension of the time for disclosure election, and filing under subparagraph c.(3) above, may, at the discretion of the STATE, and after considering the position of the CONTRACTOR, be granted.

(4) Conditions When the Government May Obtain Title

Upon the STATE's written request, the CONTRACTOR shall convey title to any subject invention to the Government under any of the following conditions:

- (a) If the CONTRACTOR fails to disclose or elects not to retain title to the subject invention within the times specified in subparagraph c.(3) above; provided, that the STATE may only request title within sixty (60) calendar days after learning of the failure of the CONTRACTOR to disclose or elect within the specified times.
- (b) In those countries in which the CONTRACTOR fails to file patent applications within the times specified in subparagraph c.(3) above; provided, that if the CONTRACTOR has filed a patent application in a country after the times specified in subparagraph c.(3) above, but prior to its receipt of the written request by the STATE, the CONTRACTOR shall continue to retain title in that country; or
- (c) In any country in which the CONTRACTOR 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.

(5) Minimum Rights to the CONTRACTOR and Protection of the CONTRACTOR's Right to File

- (a) The CONTRACTOR shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the CONTRACTOR fails to disclose the invention within the times specified in subparagraph c.(3) above. The CONTRACTOR license extends to the domestic (including Canada) subsidiaries and affiliates, if any, within the

corporate structure of which the CONTRACTOR is a party and includes the right to grant licenses of the same scope to the extent that the CONTRACTOR was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the STATE, except when transferred to the successor of that part of the business to which the invention pertains. The STATE approval for license transfer shall not be unreasonably withheld.

- (b) The CONTRACTOR domestic license may be revoked or modified by the STATE 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 CFR Part 404. This license shall not be revoked in that field of use or the geographical areas in which the CONTRACTOR has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the STATE to the extent the CONTRACTOR, 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, the STATE shall furnish the CONTRACTOR a written notice of its intention to revoke or modify the license, and the CONTRACTOR 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.

(6) Action to Protect the Government's Interest

- (a) The CONTRACTOR agrees to execute or to have executed and promptly deliver to the STATE all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the CONTRACTOR elects to retain title, and (ii) convey title to the STATE when requested under subparagraph c.(4) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (b) The CONTRACTOR agrees to require, by written agreement, 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 CONTRACTOR each subject invention made under this Contract in order that the CONTRACTOR can comply with the disclosure provisions of subparagraph c.(3) above. The CONTRACTOR 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 U. S. or foreign statutory bars.
- (c) The CONTRACTOR shall notify the STATE 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.

(d) The CONTRACTOR 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. MDA972-02-2-0002 awarded by DARPA. The Government has certain rights in the invention."

(7) Lower Tier Agreements

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

(8) Reporting on Utilization of Subject Inventions

The CONTRACTOR agrees to submit, during the term of the Contract, an annual report on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the CONTRACTOR 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 CONTRACTOR, and such other data and information as the agency may reasonably specify. The CONTRACTOR also agrees to provide additional reports as may be requested by the STATE in connection with any march-in proceedings undertaken by the STATE in accordance with subparagraph c.(10) below of this Article. Consistent with 35 U.S.C. § 202(c)(5), the STATE agrees it shall not disclose such information to persons outside the Government without permission of the CONTRACTOR.

(9) Preference for American Industry

Notwithstanding any other provision of this clause, the CONTRACTOR agrees that it shall not grant to any person the exclusive right to use or sell any subject invention in the United States or Canada 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 or Canada. However, in individual cases, the requirements for such an agreement may be waived by the STATE upon a showing by the CONTRACTOR 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.

(10) March-in Rights

The CONTRACTOR agrees that, with respect to any subject invention in which it has retained title, the STATE has the right to require the CONTRACTOR, 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 CONTRACTOR, assignee, or exclusive licensee refuses such a request, the STATE has the right to grant such a license itself if the STATE determines that:

- (a) Such action is necessary because the CONTRACTOR or assignee has not taken effective steps, consistent with the intent of this Contract, to achieve practical application of the subject invention;
- (b) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the CONTRACTOR, assignee, or their licensees;
- (c) Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the CONTRACTOR, assignee, or licensees; or
- (d) Such action is necessary because the agreement required by paragraph (I) 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.

Title to all property or equipment acquired by the use of CEROS funds by the CONTRACTOR under this Contract shall be considered the property of the CONTRACTOR upon acquisition, unless stated otherwise in this Contract. In the event that this Contract is terminated prior to its conclusion, the STATE reserves the right to transfer title to any such property or equipment purchased by CEROS funds to the STATE or a third party named by the STATE. The STATE shall issue instructions concerning the disposition of the property or equipment to the CONTRACTOR within 120 calendar days following written notification to the CONTRACTOR of termination. If the STATE does not issue instructions within the 120 calendar-day period, then title to any such property or equipment shall remain in the CONTRACTOR.

"28. Audit of Books and Records of the CONTRACTOR. The CONTRACTOR agrees that the STATE, DARPA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions."

"31. Records Retention. The CONTRACTOR and any subcontractors shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of three (3) years following the completion of this Contract. If any litigation, claim, negotiation, audit or other action involving records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later."

3. Incorporation of Cooperative Agreement Provisions. The CONTRACTOR agrees that it shall comply with all provisions contained in Cooperative Agreement No. MDA972-02-2-0002 and any applicable statutes, regulations, and policies contained therein, which are deemed to be a part of this Contract and are incorporated herein by reference. Cooperative Agreement documents are available for inspection in the office of the Technical Director of CEROS at the Natural Energy Laboratory of Hawaii Authority.

4. Foreign Access to Technology. This Article shall remain in effect during the term of the Contract and for FIVE YEARS (5) thereafter.

a. Definition

- (1) "Foreign Firm or Institution" means 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.

- (2) "Know-How" means 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.
- (3) "Technology" means 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, maskworks, and copyrights developed under this Agreement.

b. General

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.)

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

- (1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs c.(2), c.(3), and c.(4) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:
 - (a) sales of products or components, or
 - (b) licenses of software or documentation related to sales of products or components, or
 - (c) transfer to foreign subsidiaries of the CONTRACTOR for purposes related to this Contract, or
 - (d) 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 Contract provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Contract.
- (2) The CONTRACTOR shall provide timely notice to the STATE of any proposed transfers from the CONTRACTOR of Technology developed under this Contract to Foreign Firms or Institutions. If the STATE determines that the transfer may have adverse consequences to the national security interests of the United States, the CONTRACTOR, its vendors, and the STATE 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 CONTRACTOR.

- (3) In any event, the CONTRACTOR shall provide written notice to the STATE 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 paragraph 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 CONTRACTOR's written notification, the STATE shall advise the CONTRACTOR whether it consents to the proposed transfer. In cases where the STATE does not concur or sixty (60) calendar days after receipt and the STATE provides no decision, the CONTRACTOR may utilize the procedures under paragraph 11, Disputes, of the General Conditions. No transfer shall take place until a decision is rendered.
- (4) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the STATE takes place, the CONTRACTOR shall (a) refund to the STATE 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 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 Contract. Upon request of the Government the CONTRACTOR shall provide written confirmation of such licenses.

(d) Lower Tier Agreements

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

5. Certifications. The attached Exhibit "B", entitled "Certifications for Cooperative Agreement No. MDA972-02-2-0002," is incorporated herein and hereby made a part of this Contract.
6. Clean Air and Water. If the amount of this Contract exceeds \$100,000, the CONTRACTOR shall comply with the Clean Air Act (42 U.S.C. 1857), as amended; section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR part 15).
7. Energy Efficiency. The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

National Defense Center of Excellence for Research in Ocean Sciences

CONFIDENTIAL INVENTION DISCLOSURE

Title of Invention:

Inventor(s):

Name (Last, First, Middle Initial)

Name of Employer

Address of Employer

—

—

—

Description of Invention:

Describe the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention.

Date of Conception: _____

Date of past publication or public use (if any): _____

ATTACH COPY.

Where published or used:

If not yet published, has an article or manuscript been accepted? _____

If yes, when _____; and by whom

If not yet accepted, has an article or manuscript been submitted? _____

If yes, when _____; and to whom

If not yet submitted, will an article or manuscript be submitted? _____

If yes, when _____; and to whom

Inventor's Signature *Date*

Inventor's Signature *Date*

Inventor's Signature *Date*

CERTIFICATIONS FOR COOPERATIVE AGREEMENT NO. MDA972-02-2-0002

1. The undersigned certifies, to the best of his or her knowledge and belief, that this organization

(a) Pursuant to Executive Order 12549 and implementing rule, is presently not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Pursuant to Public Law 100-690 and implementing final rule, effective 24 July 1990, will provide a drug-free workplace. The place of performance is:

[Street Address]

[City, County, State]

[Zip code]

(c) Is in compliance with the provisions of DoD Directive 5500.11, "Nondiscrimination in Federally Assisted Programs", which implements Title VI of the Civil Rights Act of 1964.

2. The following certification applies only to actions exceeding \$100,000.00:

Section 1352, Title 31, U.S.C. (Public Law 101-121, Section 319) entitled, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or other transaction.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, cooperative agreement, or other transaction, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements and other transactions) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

[Typed Name and Title of Official responsible for this transaction]

[Name of Organization/Institution]

[Signature of Official responsible for this transaction]

[Date]

Exhibit "B"