Stevens v. BBG et al., 18-cv-5391

DOJ

DOJ-2017-006478

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### FEDERAL BUREAU OF INVESTIGATION FOI/PA DELETED PAGE INFORMATION SHEET

FOIPA Request No.: 1404050-000 CivilAction No.: 18-cv-5391

### Total Withheld Page(s) = 40

Bates Page Reference	Reason for Withholding (i.e., exemptions with coded rationale, duplicate, sealed by
	order of court, etc.)
FBI(18-cv-5391)-44 through FBI(18-cv-5391)-47	(b)(4)-1 (per FBI and ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-48 through FBI(18-cv-5391)-49	(b)(4)-1 (per FBI and ODNI)
FBI(18-cv-5391)-50	(b)(4)-1 (per ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-51 through FBI(18-cv-5391)-52	(b)(4)-1 (per FBI and ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-53 through FBI(18-cv-5391)-54	(b)(4)-1 (per FBI and ODNI)
FBI(18-cv-5391)-55	(b)(4)-1 (per ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-56	(b)(4)-1 (per FBI and ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-57 through FBI(18-cv-5391)-60	(b)(4)-1 (per FBI and ODNI)
FBI(18-cv-5391)-61	(b)(4)-1 (per FBI and ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-62 through FBI(18-cv-5391)-63	(b)(4)-1 (per ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-64 through FBI(18-cv-5391)-72	(b)(4)-1 (per ODNI)
FBI(18-cv-5391)-73 through FBI(18-cv-5391)-80	(b)(4)-1 (per ODNI); (b)(6)-2 (per FBI)
FBI(18-cv-5391)-81 through FBI(18-cv-5391)-83	(b)(4)-1 (per ODNI)

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# Table of Contents

Section	<u>Description</u>	Page Number
A	Solicitation/Contract Form	1
В	Supplies or Services and Prices/Costs	
С	Description/Specifications/Statement of Work	4
D	Packaging and Marking	5
E	Inspection and Acceptance	6
F	Deliveries and Performance	
G	Contract Administration Data	8
H	Special Contract Requirements	
Ī	Contract Clauses	
	1 Terms and Conditions	
J	List of Attachments	

# Section B - Supplies or Services and Prices/Costs

# SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

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Section C - Description/Specifications/Statement of Work

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Section F - Deliveries and Performance

Section G - Contract Administration Data

Section H - Special Contract Requirements

### Section I - Contract Clauses

Clauses By Full Text

I Terms and Conditions

Reference Attachment 1 - NW BIC Contract for Sections B-J of contract.

# Section J - List of Attachments

Identifier	Title	Number of Pages
1	NW BIC Contract	15
2	Attachment A - Tech & Managment Proposal	24
3	Attachment B - Cost Proposal	10
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5	Attachment D - BIC Monthly Financial Status Report Form	1
6	Attachment E - BIC Monthly Technical Status Report Form	1 _

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# Table of Contents

Section	Description	Page Number
A	Solicitation/Contract Form	I
B	Supplies or Services and Prices/Costs	3
C	Description/Specifications/Statement of Work	4
D	Packaging and Marking	4
E	Inspection and Acceptance	Δ
F	Deliveries and Performance	<u>A</u>
G	Contract Administration Data	À
H	Special Contract Requirements	5
I	Confrect Clauses ,,,,,,,,	
	1 Terms and Conditions	5
1	List of Attachments	5

# Section 8 - Supplies or Services and Prices/Costs

# SCHEDULE OF SUPPLIES/SERVICES

CONT	MUSAT:	ON S	HEET
	1111111		126

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	דואט	UNIT PRICE	AMOUNT
0001	CLIN 0001, 0002, 0003 ,	Previous:	EΑ		
	Line Period of Performance: 02/24/2015 - 04/30/2016	1.000000			
,	Base Pariod	Change: 0.000000			
I		Current : 1,000000			
. 0002	CLIN 0301, 0602, 9603	Previous ; . ·	EΑ		
•	Line Pariod of Performance: 02/24/2016 - 02/23/2017	1.000000			
	Unexercised Option 1	Change: 0.000000			
		Current : 1.003000			
0003	ODC's - Shipping	Previous:	ΕA		
	Line Period of Performance: 02/24/2015 - 04/30/2016	1.000000	]		
	Base Period	Change: 0.000000			
	•	Current : 1,000000			
,9804	CLIN 6001, 6002, 0003	Previous :	EΑ		
,	Line Period of Performance: 11/01/2015 - 04/30/2015	1.000000	ļ		
	Basa Period .	Change: 0.000000			
	·	Current : 1:000000			
				REVIOUS TOTAL	
				CHANGE CURRENT TOTAL	

### **FUNDING DETAILS:**

HEM	FUNDING:LINE	OBLIGATED AMOUNT	
0001	2	2014 - SEY2 - 2300 - 2310 - B8 - 1415-RA9767 25102	1

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0003 1		2014-SEY2-2300-2310-B8-1415-RA976725102
	1	
	_	
0004 2		2015 - SEY2 - 2300 - 2310 - 88 - 1516-RA9787 25102
	_	

Section C - Description/Specifications/Statement of Work

No Clauses

Section D - Packaging and Marking

, No Clauses

Section E - Inspection and Acceptance

No Clauses

Section F - Deliveries and Performance

No Clauses

Section G - Contract Administration Data

No Clauses

Section H - Special Contract Requirements

No Clauses

Section I - Contract Clauses

Clauses By Full Text

### I Terms and Conditions

Reference Attachment 1 - NW BIC Contract for Sections B-J of contract.

# Section J - List of Attachments

### No Clauses

ldentifier	Title	Number of Pages
1	NW BIC Contract	15
2	Attachment A - Tech & Managment Proposal	24
3	Attachment B - Cost Proposal	10
4	Attachment C - FBI (RB Form	8
5	Affectment D - BIC Monthly Floancial Status Report Form	1
8	Attachment E - BIC Monthly Technical Status Report Form	
7	De-scoped SOW_11.23.15	<del></del>
8	De-scoped Cost Proposal_11.23.15	<del></del>

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Northwe 1801 Mapi 2ND Floo	estern university Le ave. R, suite 2410 N, IL 60201			SR. DATED (5)	•
			. Γ	I	ATION OF CONTRACTIONDER NO.
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# Table of Contents

Section	Description	Page Number
A	Solicitation/Contract Form	•
В	Supplies or Services and Prices/Costs	
C.	Description/Specifications/Statement of Work	21 Marie 19 19 19 19 19 19 19 19 19 19 19 19 19
D	Packaging and Marking	**************************************
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# Section B - Supplies or Services and Prices/Costs

item no.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CLIN 8001, 0002, 0003	Previous:	EA	711111111111111111111111111111111111111	- Amount
٠	Line Period of Performence: 02/24/2015 - 04/39/2016 Base Period	1,000000 Change: 0,000000 Current : 1,000000			
0002	CLIN 0001, 0002, 0003  Line Pariod of Performance: 02/24/2016 - 02/23/2017  Unexercland Option 1	Previous : 1,000000 Chenge: 0,000000 Current : 1,000000	EA		
0003	ODC's - Shipping Line Period of Performance: 02/24/2015 - 04/30/2016 Base Period	Previous : 1.050000 Change: 0.000000 Current : 1,000000	EA		

### Funding Details:

new No.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	2		2014 - SEY2 - 2300 - 2310 - BS - 1415-RA9787 25102
0003	1		2014 - SEY2 - 2300 - 2310 - 38 - 1415-RA9767 25102
1			<u> </u>

**b4** -:

b4 -1

FBI(18-cv-5391)-20

Section C - Description/Specifications/Statement of Work No Clauses Section D - Packaging and Marking No Clauses Section E - Inspection and Acceptance No Clauses Section F - Deliveries and Performance No Clauses Section G - Contract Administration Data No Clauses -Section H - Special Contract Requirements No Clauses Section I - Contract Clauses Clauses By Full Text

1 Terms and Conditions

Section J - List of Attachments

Reference Attachment I - NW BIC Contract for Sections B-J of contract.

# No Clauses

ldantifier	Title	Number of Pages
1	NW BIC Contract	115
2	Attachment A - Tech & Managment Proposal	124
3	Attachment B - Cost Proposal	40
4	Attachment C - FBI IRB Form	10
5	Attachmena D - BIC Monthly Financial Status Report Form	
6	Attachment E - BIC Monthly Technical Status Report Form	<del></del>
7	Northwestern_descaped SOW	<del></del>
8	Northwestern Desoped Cost	
	Learning Static Proportion Artist	

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHA	SE REO. NO.	6. PROJECT NO. (F sppice)
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# Table of Contents

Section	Description	Page Number
A	Solicitation/Contract Form	- A PARTITURE
В		
C	Description/Specifications/Statement of Work	
D ·	Packaging and Marking	
E		
F	Deliveres and Ferrollinzings	
G	Contract Administration Data Special Contract Requirements	4
H		
I	COMMANA CARDACK	
J	List of Attachments	4

# Section B - Supplies or Services and Prices/Costs

SCHEDULE OF SUPPLIES/SERVICES  CONTINUATION SHEET					
TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>500</b> 1	CLIN 0001, 9002, 0003	Previous:	EΑ		
	Line Period of Performance: 02/24/2015 - 02/23/2018	1.000000			
	Base Period	Change: 0,000000			
•		Current : 1,000000			
0002	CLIN 0081, 9802, 0003	Previous :	EA		
	Line Period of Performance: 02/24/2018 - 02/23/2017	1.009000			
	Unexercised Option 1	Change: 0.000000			
		Current : 1.000000			
0003	ODC's - Shipping	Previous :	EA ·		
	Line Period of Performance: 02/24/2015 - 02/23/2016	Change: 1,000000			
	Base Period .	Current : 1.000000			
				EVIOUS TOTAL CHANGE JRRENT TOTAL	-

# FUNDING DETAILS:

. [	0001	2	2014 - SEY2 - 2300 - 2310 - B8 - 1415-RA9767 - • 25102	-
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	0003	1	2014 - SEY2 - 2300 - 2310 - B8 - 1415-RA9767 25102	
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Section C - Description/Specifications/Statement of Work
No Clauses
Section D - Packaging and Marking
No Clauses
Section E - Inspection and Acceptance
No Clauses
Section F - Deliveries and Performance
No Clauses
Section G - Contract Administration Data
No Clauses
140 Q18(1262)
Section H - Special Contract Requirements
No Clauses
Section I - Contract Clauses
Clauses By Full Text
1 Terms and Conditions

Reference Attachment 1 - NW BIC Contract for Sections B-J of contract.

# Section J - List of Attachments

### No Clauses

Identifier	Title	Number of Pages
1	NW BIC Contract	15
2	Attachment A - Tech & Managment Proposal	- 24
3	Attachment B - Cost Proposal	- 40
4	Altachment C - FBI IRB Form	<del></del>
5	Attachment D - BIC Monthly Financial Status Report Form	·
6	Altachment E - BIC Monthly Technical Status Report Form	<del></del>
		1

IARPA-BIC-Northwestern

Contract No. DJF-15-1200-K-0001730

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

### Section B - Supplies or Services and Prices/Costs

### CONTRACT TYPE: COST REIEMBURSABLE-NO FEE

The estimated costs for this contract are shown below.

b4 -1 per FBI,ODNI

CLIN	Supplies or Services	<u>QTY</u>	Estimated Cost
0001	Model Advancement- development of a threat hypothesis by verification and identification of biomarkers	LOT	
0002	Biomarker/Bioassay Development- bioinformatics analysis and discovery of biomarker targets using SNA-AuNPs and SERS nanosheet platforms	LOT	
0003	Model Analysis- cross-correlation of signatures from each hypothetical exposure using a weighted agorithm	LOT	
Total Estimated			

IARPA-BIC-Northwestern

Contract No. DJF-15-1200-K-0001730

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

### Section C - Description Specifications/Work Statement

CLIN 0001 – The contractor shall provide the requisite research & development expertise for threat hypothesis model advancement to include the development of a threat hypothesis by verification and identification of biomarkers in accordance with Attachment (A), Northwestern University Technical Proposal, Task 1 and associated subtasks.

CLIN 0002 – The contractor shall provide the requisite research & development expertise to perform bioinformatics analysis and discovery of biomarker targets using SNA-AuNPs and SERS nanosheet platforms in accordance with Attachment (A), Northwestern University Technical Proposal, Task 2 and associated subtasks.

CLIN 0003 - The contractor shall provide the requisite research & development expertise to perform model analysis through cross-correlation of signatures from each hypothetical exposure using a weighted in accordance with Attachment (A), Northwestern University Technical Proposal, Task 3 and associated subtasks.

### Section D - Packaging and Marking

CLINS 0001, 0002 & 0003 - All electronic data deliverables shall be delivered virus free. All data submitted via compact disc or other data recording media shall be packaged and marked appropriately for safe delivery to the person or persons designated in Section F.

# Packaging, Marking, and Shipping information for the Test and Evaluation Team (T&E) Deliverables going to Lawrence Livermore National Laboratory (LLNL) as identified in Section F are as follows:

- The Contractor shall send "Samples" to the government Test & Evaluation (T&E) Team, with concurrent notification via email to the COR and to IARPA PMs. The T&E Team will develop a Bar Coding Cataloging system to track Performer Samples and will confirm with the COR and IARPA that they received "Samples" from the contractor. Samples shall be packaged and stored properly in the shipment to provide for safe and secure delivery. Preferred delivery days are Monday-Wednesday. Contractor shall make every effort to avoid Friday, Saturday, Sunday or holiday arrivals.
- The Contractor shall provide metadata for all biomarkers including the sample type, preservatives used, sample repository location, analytical methods used (e.g., MALDI- MS/MS), and other sample characteristics to uniquely identify sample.
- The shipping address for the T&E Team is"

POC:			
Phon	e:		

b6 -2 per FBI,ODNI

UNCLASSIFIED

IARPA-BIC-Northwestern Contract No. DIF-15-1200-K-0001730 Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

### Section E - Inspection and Acceptance

CLIN 0001, 0002 & 0003 - All deliverables hereunder shall be accepted by the COR and Program Managers.

#### Section F - Deliveries or Performance

CLIN 0001 – Within 4 months of contract execution in accordance with Attachment (A), Northwestern University Technical Proposal, Task 1 and associated subtasks, the Contractor shall deliver a Threat hypothesis model to the COR and Program Managers.

CLIN 0002 — Within 24 months of contract execution in accordance with Attachment (A), Northwestern University Technical Proposal, Task 2 and associated subtasks, the Contractor shall deliver a bioinformatics analysis and a list of biomarkers: miRNA and DNA proteins, Biomarker binding and detection with SNA-AuNPs in vitro, and miRNA biomarkers for bacterial infection in mice and detection of anthrax-associated signature with SERS nanosheets to the COR and Program Managers.

CLIN 0003 – Within 24 months of contract execution in accordance with Attachment (A), Northwestern University Technical Proposal, Task 3 and associated subtasks, the Contractor shall deliver a final report on the model analysis and cross-correlations of signatures to the COR and Program Managers.

CLINs 0001 – 0003 – The Contractor shall provide a Monthly Status Report (MSR) to include Technical and Financial information to the COR and Program Managers by the 15<sup>th</sup> of each month. The financial information shall be provided as detailed in the Attachment (C), BIC Financial Tracker template. The technical information shall be provided as demonstrated in Attachment (D), BIC Monthly Technical Status Report Form. A final status report shall be provided to the COR and Program Managers 26 months after execution of this contract.

In conjunction with CLINs 0001 - 0003 the Contract shall provide the deliverables depicted below to the COR and Program Managers within the time periods identified.

- A biomarker test plan for NW bioassays (a detailed protocol for developing the bioassays and biomarkers of interest).
  - Month 4 (Contractor shall submit to LLNL)
- A threat hypothesis model, detailing the rationale for NW threat hypothesis model that explains
  the error rate in the threat hypothesis and ties the estimated (or measured) error rates of omniomic biomarkers to the error rate of the overarching threat hypothesis.
   Months 4, 24 (Contractor shall submit to LLNL)
- A bioinformatics analysis of biomarkers including miRNA targets, DNA, and proteins and demonstrating NW ability to identify miRNA targets.
   Months 20 (Contractor shall submit to LLNL)
- Biomarker verification, a list of biomarkers (DNA, miRNA, proteins, chemical targets) that identify a suite of candidate biomarkers that confirm (or refute) the proposed threat hypotheses.
  - Month 20 (Contractor shall submit to LLNL)

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Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

 Submit duplicate samples (animal blood, simulated human sweat) with metadata, ROC curves and/or dose-response curves. Include detailed protocols for independent verification by the Government Team.

Month 20 (Contractor shall submit to ELNL)

Submit assays based on SNA-AuNPs and SERS nanosheets.
 Month 24. (Contractor shall submit to LLNL)

List of Deliverables for Contractor to Submit to LLNL					
Performer	Threat(s)	Bio-sample(s)  Month 20	Algorithm Development Month 20	Bio-assay with protocols  Month 24	
Northwestern University	Bacterial Simulant.	Simulated Human sweat	Bioinformatics analysis of biomarkers including miRNA targets, DNA, and proteins.	Assay based on SNA-AuNPs and SERS nanosheets	

### Section G - Contract Administration Data

Contract Officer (CO):

G-1 Go	vernment Ro	epresentatives	for	this contract:
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	FBI Program Manager (FBI-PM):		
	IARPA Program Manager (IARPA-PM)		b3 per ODNI
G-2	Contracting Officer's Representative (COR)		
(a)		is hereby designated to act as Contracting	g b6 -1 per FBI
	Officer's Representative (COR) under this contra	ict.	

- (b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

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b6 -1 per FBI

IARPA-BIC-Northwestern Contract No. DJF-15-1200-K-0001730 Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

### G-3 Invoice and Payment

invoicing:

(a) Invoices shall be submitted to the COR designated in this contract by the 15<sup>th</sup> of each month.

The invoice shall include the following information:

- Name and address of the Contractor
- Invoice date and invoice number. Invoice numbering should begin at 01 and be consecutively numbered thereafter. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
- Contract number and contract line item number
- Name, title, and phone number of person to notify in event of defective invoice
- Electronic Funds Transfer (ETF) banking information
- Taxpayer Identification Number (TIN).
- (b) The Contractor shall include this information on every invoice when invoicing for full or partial supplies/services delivered/performed. In addition an invoice or receipt for any approved contractor or subcontractor acquired property with an acquisition cost of \$5,000 or higher must be included in the invoice for payment. If an invoice does not contain the above information, the Government reserves the right to reject the invoice(s) as IMPROPER and notify the Contractor within seven (7) calendar days after receipt of the invoice at the designated billing office pursuant. (Resubmission of a PROPER invoice(s) will be required).

### Payment:

- (a) Payment under this contract shall be in accordance with FAR 52.216-7, Alternate II Allowable Cost and Payment, as prescribed for contracts with educational institutions.
- (b) This contract will be incrementally funded and is subject to FAR 52.323-18 AVAILABILITY OF FUNDS and 52.232-22 LIMITATION OF FUNDS (APR 1984)

#### Section H→Special Contracts Requirements

### H-I 52.232-22 LIMITATION OF FUNDS (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than
  - (1) the estimated cost specified in the Schedule or,
  - (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

UNCLASSIFIED 6

IARPA-BIC-Northwestern Contract No. DJF-15-1200-K-0001730 Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of
  - (1) the total amount so far allotted to the contract by the Government or,
  - (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --
  - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --
- (i) The amount then allotted to the contract by the Government or;
- (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that

UNCLASSIFIED 7

IARPA-BIC-Northwestern Contract No. DJF-15-1200-K-0001730 Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

- (g) The estimated cost shall be increased to the extent that
  - (1) the amount allotted by the Government or,
  - (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --
  - (1) The amount previously allotted by the Government or;
  - (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (I) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

### H-2 Order of Precedence

In case of a conflict between the Contract and Proposal, the Contract shall govern.

### H-3 CONTRACTOR FURNISHED EQUIPMENT (CFE)

In performance of this contract, the Contractor is authorized to purchase all equipment with an acquisition cost less than \$5,000 necessary for project performance. Non-consumable property

UNCLASSIFIED

8

IARPA-BIC-Northwestern

Contract No. DJF-15-1200-K-0001730

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

purchased hereunder will be tracked and maintained in the Contractor's property system. All capital equipment purchases having an acquisition cost of \$5,000 or above shall be reported to the COR and Program Managers on a monthly basis. Invoices for capital items over \$50,000 must be provided to the Program Managers on a monthly basis. In accordance with FAR 52-245.1 Alt II, equipment, supplies and materials having a unit acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to property purchased having a unit acquisition cost of \$5,000 or more shall vest with the Government. The Contractor shall include a list of all purchased property in the Monthly Status Report segregated by "Contractor Vested" and "Government Vested". The Government will issue final disposition instructions for "Government Vested" CFE at the conclusion of this contract.

#### H-4 PUBLICATION AND PRESENTATION

Publication of results of the research project is encouraged as an important method of recording and reporting scientific information. The contractor shall acknowledge IARPA support by ensuring the following statement is included on all reports and publications of results:

"Supported by the Intelligence Advanced Research Projects Activity (IARPA) under the BIC Program. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright annotation thereon. Disclaimer: The views and conclusions contained herein are those of the authors and should not be interpreted as necessary representing the official policies or endorsements, either expressed or implied, of IARPA or the U.S. Government."

One courtesy copy of all BiC-related publications, presentations, press releases, advertisements, and other public announcements will be submitted in soft copy format to the IARPA Program Manager at least 15 days prior to the publication date, for the IARPA pre-publication review process. Such pre-publication review shall be limited to removal of IARPA confidential and proprietary business information and shall not extend to approval of any potential publications. Following publication, one soft copy of each publication shall be submitted to the IARPA Program Manager and Contracting Officer's Representative.

### H-5 KEY PERSONNEL

Prof. Northwestern University
Prof. Northwestern University
Prof. Northwestern University
Prof. Northwestern University

b6 -2 per FBI,ODNI

If one or more of the key personnel for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30-calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal as initially anticipated, the contractor shall promptly notify the Government Contract Administrator specified in Section G. Upon concurrence of the Contracting Officer or his authorized representative, the contractor shall promptly replace such personnel with personnel of at least substantially equal ability and

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IARPA-BIC-Northwestern Contract No. DJF-15-1200-K-0001730
Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof, in writing.

If the request for approval of substitutions is disapproved, the contract may be subject to termination.

#### H-6 EXPORT CONTROL

The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the export administration regulations (EAR), 15 CFR parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed onsite at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technologies, including technical data or software.

In the event that export controlled information is required to conduct research under this contract, the Government will so inform Contractor in writing, prior to any such disclosure, and shall not forward or provide any export controlled information without the express written permission of Contractor. Contractor shall have the right to terminate the Agreement if the disclosure of export controlled information under license or otherwise, would jeopardize Contractor's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research. In any event, if necessary for the continuation of the research under this Project, upon written notification and subsequent approval, the parties will cooperate to ensure that an appropriate plan is put in place to handle the transfer of any export controlled information.

The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

The Contractor shall appropriately mark all contract deliverables controlled by ITAR and/or EAR.

The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

By signing this contract, the Contractor certifies knowledge of and intended adherence to these requirements.

IARPA-BIC-Northwestern Contract No. DJF-15-1200-K-0001730 Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

#### H-7 TRAVEL

Direct travel costs proposed and incurred under this contract shall be limited to the maximum rates set forth in the Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States. The Government will reimburse the contractor for the actual transportation fare via the most direct routes (non first class) between place of origin and destination. Video Teleconferences shall be used to the greatest extent possible. Requests for travel on other than "coach" rates shall be submitted to the COR and approved by the Contracting Officer prior to execution of such travel. The Contractor shall receive written approval for all international travel that utilizes BIC Program funding, other than required travel to attend BIC program reviews and for collaboration among team members.

#### H-8 INSTITUTIONAL REVIEW BOARD (as applicable)

In accordance with 45 CFR Part 46, Protection of Human Subjects, aspects of the tasks identified in the Contractor's proposal, Attachment A, shall be subject to review and approval by the Contractor's Institutional Review Board (IRB) and the Federal Bureau of Investigation (FBI) IRB prior to implementation. In addition to the Contractor's IRB protocol, the Contractor shall complete the FBI IRB form, Attachment (B), Pages 1-4, and submit it to the CO and COR electronically within 30 days of contract award.

#### H-9 INTELLECTUAL PROPERTY RIGHTS

This contract incorporates FAR clauses 52.227-11 and 52.227-14, Alt IV. Furthermore, the Contractor shall provide data in which the Contractor or its teammates have commercial or restricted rights for unlimited use within the BIC program at no additional cost, or, if withholding such data under FAR 52.227-14, Alt IV(g), shall identify the data being withheld and furnish form, fit and function data instead. All Background Intellectual Property brought to the project by either party shall remain the property of the providing party. "Background Intellectual Property" means property and the legal right therein of either or both parties developed before or independent of this contract, including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

- Prior to integrating into any deliverable any commercial, proprietary, restricted, and/or third-party hardware, software, or technical data in which the Contractor or its teammates have commercial or restricted rights, the Contractor shall:
  - (a) Inform the Government of any such commercial, proprietary, restricted, and/or third-party hardware, software or technical data;
  - (b) Provide information regarding any applicable restrictions on the use, modification, reproduction, release, performance, display, or disclosure of such commercial, proprietary, restricted, and/or third-party hardware, software or technical data and any associated licensing and distribution cost (if any); and
  - (c) Obtain the Government's authorization to integrate such commercial, proprietary, restricted, and/or third-party hardware, software, or technical data into any deliverable. The Government may require the Contractor to obtain for the Government, Government Purpose Rights (GPR) in such commercial, proprietary,

IARPA-BIC-Northwestern

Contract No. DJF-15-1200-K-0801730

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

restricted, and/or third party hardware, software, or technical data as a condition of such authorization.

- IARPA shall have at a minimum Government Purpose Rights (GPR) for all deliverables.
  - (a) Government purpose rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data and computer software within the Government without restriction; and to release or disclose technical data and computer software outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for any United States Government purpose. United States Government purposes include 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.
  - (b) Deliverables includes all data, software and tool prototypes, evaluation analyses and documents (such as algorithm flow charts, algorithm parameters, software documentation, methodology documentation, research reports, source code, and publications), presentations, software executables, and sources. Other deliverables include research status reports including waypoint results, tools, and completed prototypes.

#### H-10 CONFIDENTIALITY

Confidential Information refers to any confidential or proprietary information which is transferred from one party to the other under this Agreement, providing the information is transferred in writing and marked as Confidential, or to information which is initially disclosed orally, or in any other non-written form, is identified as confidential at time of disclosure and then summarized in writing and confirmed by the disclosing party as Confidential within thirty (30) days of the initial disclosure. Confidential Information shall not include information which is (i) is known or open to the public or otherwise in the public domain at the time of disclosure; or (ii) becomes part of the public domain after disclosure by any means except through breach of this Agreement by the recipient; or (iii) is already known to the recipient at the time of disclosure; or (iv) is obtained by the recipient from a third party who has a lawful right to disclose it; or (v) is independently developed by recipient without use of disclosing party's Confidential Information as evidenced by recipient's written records; or (vi) is disclosed by a third party not under any known obligation of confidentiality; or (vii) is required to be disclosed by law or statutory regulation or pursuant to a court order

For avoidance of doubt, the data, methods and results of the research generated under this Project shall not be considered Confidential and may be used and published by Contractor

The parties agree that for a period of two (2) years from the termination date of this Agreement they will neither disclose to any third party nor use for any purpose other than the purposes of this Agreement any Confidential Information of the other party unless the disclosing party has given its express written consent. Additionally, each party agrees only to disclose the other party's Confidential Information to those employees, students, affiliates, and/or agents, as necessary to facilitate the performance of obligations under this Agreement.

IARPA-BIC-Northwestern Contract No. DJF-15-1200-K-0001730 Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

#### H.11 LIABILITY AND NEGATION OF WARRANTY

Each party shall be liable for any gross negligence or willful misconduct of that party, its employees, agents, officers or anyone acting on behalf of that party.

Contractor makes no representation other than those specified in this Agreement. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF DATA OR TECHNICAL INFORMATION DERIVED FROM THIS RESEARCH PROJECT OR OF ANY TANGIBLE OR INTANGIBLE PROPERTY OR PROPERTY RIGHT.

Except for confidentiality obligations set forth herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, regardless of whether such party was advised or had reason to know of the possibility of such damages in advance.

#### Section I - Contract Clauses

#### 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

- 52.202-1 DEFINITIONS (NOV 2013)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007))
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52,204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
- 52.210-1 MARKET RESEARCH (APR 2011)
- 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)) Alternate II (Apr 1998)

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010))
- 52.215- 21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) Alternate i (Oct 2009).
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) Alternate II (Aug 2012)
- 52.216-11 COST CONTRACT--- NO FEE (APR 1984) Alternate I (Apr 1984)
- 52.216-15 PREDETERMINED INDIRECT COST RATES (APR 1998)
- 52.215-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)
- 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)
- 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)
- 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
- 52.222-03 CONVICT LABOR (JUNE 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THENATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) Alternate ! (Apr 1984)
- 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (MAY 2014)
- 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) Alternate IV (Dec 2007)
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-05 COST ACCOUNTING STANDARDS—EDUCATIONAL INSTITUTION (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JUL 2013) Alternate ! (Feb 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (Dec 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) Alternate I (June 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

IARPA-BIC-Northwestern

Contract No. DJF-15-1200-K-0001730

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-15 STOP-WORK ORDER (AUG 1989) Alternate I (Apr 1984)
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) ALTERNATE V (APR 1984)
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- 52.244-2 SUBCONTRACTS (OCT 2010) Alternate I (June 2007)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012) Alternate II (Apr 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
- 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEPT 1996)
- 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) Alternate i (Apr 1984)
- 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

# 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were
- paid— (1) By the Contractor under a cost-reimbursement contract; and (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Çost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This
- exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

u	cì Contra	actors shal	ll submit the al	hove referenced	transportation	documents to-
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fel courrectors are a annual tire of	pose referenced transportation documents to-
or or	
FBI Headquarters	_
Attn:	
935 Pennsylvania Ave NW	•
Washington, DC 20535	

(End of clause)

UNCLASSIFIED

b6 -1

IARPA-BIC-Northwestern

Contract No. DJF-15-1200-K-0001730

Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators

# 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

(D) BIC Financial Tracker Template

(E) BIC Monthly Technical Status Report Form

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a>

(End of clause)

	ALTERATIONS IN CONTRACT (APR 1984) of this contract are altered as follows:
	(End of clause)
Section	J - List of Attachments ,
(A)	Northwestern University Technical Proposal, Biodagnostic Approaches to Human Profiling through Nanomaterial Indicators dated January 22, 2014, Revised November 25, 2014
(B)	Northwestern University Cost Proposal – Revised November 25, 2014
(C)	IRB Form

# VOLUME 2: COST PROPOSAL DESCOPE 11/10/2015

-
b4 per ODNI b6 -2 per FBI

Contract No.

CONTRA			

CON	ITRACT COMPLE	TION STATEM	ENT		
CONTRACTING ADMINISTRATING OFFICE NAME AND ADDRESS: CONTRACT ADMINISTERED): Federal Bureau of Investigation, Mission Support Contracts Unit, 935 Pennsylvania Avenue, NW, Washington, DC 20535	CONTRACTING OFFI ADDRESS (CONTRAC Northwostern University, Evansion, IL 60208	T AWARDED):	DATE: 9/14/2016		,
ONTRACT NO: DJF-15-1200-K-0001730	LAST CALL OR ORDE	ER NO:	AMOUNT OF EXCESS FU	NDS: \$0.54	
AST MODIFICATION / ORDER NO:	INVOICE/VOUCHER I	NO:	<u>l. —                                   </u>		]
	FINAL PAYMENT MA	DE. DATE:		_	
	OTHER	TEMS			
NO TENER DESIGNATION OF THE PERSON OF THE PE	YES	NA TO	COMMENT		DATE ACTION COMPLETED
Document uploaded into UFMS and modification submitted for processing					an observations of the
	STATEMENT OF	COMPLETION			
All required contract administration actions have been fully and final review of the contract file, it is determined that, to the best of my known all requested deliverables under this contract, as modified, have been recubeen met. All actions, if applicable, relating to the settlement and to the pad to the contractor. Consequently, all n	owledge, all terms and c eived and accepted. The e disposition of the Gove	anditions of the abo terms and condition trament property ha	ns applicable to all the Gene we been documented. The f	eral and Special Pr inal invoice has be	ovisions of the contract have
					b6 -1
<del></del>	9/14/16		_		9/19/16
	Date	racting Offic	er Name and Signature		Date

Contract File Destruction Date:

Contrac

Officer Representative

CONTRACTING ADMINISTRATING OFFICE NAME AND ADDRESS: (CONTRACT ADMINISTERED): Federal Bureau of Investigation, Mission Support Contracts Unit, 935 Pennsylvania Avenue, NW, Washington DC 20535		(CONTRACT AWARDED) Accounting Services for R	FICE NAME AND ADDRESS ): Northwestern University, lesearch and Sponsored Programs, 1-547, Evanston, IL 60209-1112	DATE: 09/15/2016		
CON	TRACT NO: DJF-15-1200-K-0001730	LAST CALL OR ORDE	R NO:	AMOUNT OF EXCESS FUN	IDS: \$0,54	
LAST	MODIFICATION / ORDER NO:	INVOICE/VOUCHER N	NO: 14 (SP0027517)		<u> </u>	
		FINAL PAYMENT MAD	DE. DATE: <u>07/27/2016</u>			
		COR COMPLETION				
NO	ITEM	YES	N/A	COMMENTS	DATE ACTION COMPLETED	
	Contract Completion Statement	X			L Partie	
	Contractor Evaluation Forms and CPARS completed		· x		-	
		CONTRACT CLOSEOUT	CACTION ITEMS			
NO	ITEM	YES	N/A	COMMENTS	DATE ACTION COMPLETED	
	Disposition of Classified material		X	1	t de la company de como de company de compan	
	Final patent report is cleared		х			
	Final royalty report is cleared	,	X	İ	-	
4	No outstanding value engineering proposal		Х			
5	Plant clearance received		х			
6	Property clearance received		Х			
7	All interim or disallowed costs settled		X			
8	Price revision is completed		Х			
9	Subcontracts are settled by the prime contractor		Х			
10	Prior year indirect cost rates are settled.		Х			
11	Termination docket is completed		X			
12	Contract audit is completed	X	'			
13	Contractor's closing statement completed	X				
14	Contractor's final invoices submitted	Х				
15	Contract funds review is completed and excess funds deobligated	x ·				
16	All change orders definitized	Х				
		ADDITIONAL INFO	DRMATION			
NO	ITEM	YES	N/A	COMMENTS	DATE ACTION COMPLETED	
1	Bilateral SF-30 signed	Х				
1		X	<sub>N/A</sub> best of my knowledge tha	79 2424 9 27 4		

Signațure	 . ·	Date
Title: Printed Name:		

AR	MENDMENT OF SOLICITATION/MODI	FICATION OF CONTRACT	_ DJF-15-1	200-K-	0001730		
2. AMENDMENTA	MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REO	NO.	5, PRC	DECT NO. (If applicable)
0004		11/23/2015	DJF-15-2300-PR-0				
6. ISSUED BY	CODE	UNIT_CHIEF	7. ADMINISTERED BY (II	other thai	iltem 6)	CODE	1200
MISSION S 935 PENNS	BUREAU OF INVESTIGATION SUPPORT CONTRACTS UNIT SYLVANIA AVE, NW ITON, DC 20535-0001		MISSION SUPPO 935 PENNSYLVA WASHINGTON,	MIA A	VENUE, NW	VIT	
B. NAME AND AD	DRESS OF CONTRACTOR (No., street, country, str	ste and ZIP Code)		(X)	SA AMENOMEN	OF SOUR	CITATION NO.
1801 MAPI	or, Suite 2410 N, IL 60201			x	98. DATED (SEE  10A. MODIFICAT  DJF-15-1200 10B. DATED (SEE	ON OF CO	
2524					00/00/00/6	Ţ	
CODE 36216	······································	ACIUTY CODE: 160079455 M ONLY APPLIES TO AME	NOMENTS OF SOLU	TATIF	02/23/2015		
	numbered solicitation is amended as set for				P	ಾಗದೆಕಾರೆ.	is not extended.
	ce to the solicitation and this amendment, ar	ge an offer already submitted, s nd is received prior to the openin	ig hour and date specifie	d.	grant or letter, pri	Midea es	or relegism or lemm
IZ. ACCOUNTING	S AND APPROPRIATION DATA (Frequies) 15-SEY2-7300-2310-B8-B9-1415-RA 13. THIS ITEM OF	nd is received prior to the opening	ng hour and date specifie	d. CTS/OI	RDERS.	and ea	or seegran or sense
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# **Table of Contents**

Section	Description	Page Number
Α	Solicitation/Contract Form	
В	Supplies or Services and Prices/Costs	
C	Description/Specifications/Statement of Work	4
D	Packaging and Marking	4
E	Inspection and Acceptance	4
F	Deliveries and Performance	
G	Contract Administration Data	4
H	Special Contract Requirements	
I	Contract Clauses	4
	1 Terms and Conditions	4
J	List of Attachments	

# Section B - Supplies or Services and Prices/Costs

# SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CLIN 0001, 0002, 0003	Previous :	EΑ	1	
	Line Period of Performance: 02/24/2015 - 04/30/2016	1.000000			
	Base Period	Change: 0.000000			
		Current : 1.000000			
0002	CLIN 0001, 0002, 0003	Previous :	EA		
	Line Period of Performance: 02/24/2016 - 02/23/2017	1.000000			
	Unexercised Option 1	Change: 0.000000			
		Current : 1,000000			
0003	ODC's - Shipping	Previous :	EA		
	Line Period of Performance: 02/24/2015 - 04/30/2016	1,000000			
	Base Period	Change; 0.000000			
	•	Current : 1.000000			
				REVIOUS TOTAL CHANGE URRENT TOTAL	

# **FUNDING DETAILS:**

ITEM NO:	FÜNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES	
0001	2		2014 - SEY2 - 2300 - 2310 - B8 - 1415-RA9767 25102	
				b4 -
6003	1		2014 - SEY2 - 2300 - 2310 - 88 - 1415-RA9767 25102	

CURRENT: \$1,037,187.00

Section C - Description/Specifications/Statement of Work
No Clauses
Section D - Packaging and Marking
No Clauses
Section E - Inspection and Acceptance
No Clauses
Section F - Deliveries and Performance  No Clauses
NO CAUSES
Section G - Contract Administration Data
No Clauses
Section H - Special Contract Requirements
No Clauses
Section 1 - Contract Clauses
Clauses By Full Text
1 Terms and Conditions
Reference Attachment 1 - NW BIC Contract for Sections B-J of contract.

Section J - List of Attachments

# No Clauses

ldentifier	Title	Number of Pages
1	NW BIC Contract	15
2	Attachment A - Tech & Menagment Proposal	24
3	Attachment B - Cost Proposal	10
4	Attachment C - FBI IR8 Form	8
5	Attachment D - BIC Monthly Financial Status Report Form	1
6	Attachment E - BIC Monthly Technical Status Report Form	1
7	Northwestern_descoped SOW	
8	Northwestern Desoped Cost	

#### O'Malley, Devin (OPA)

From: O'Malley, Devin (OPA)

Sent: Tuesday, August 08, 2017 1:50 PM

To: Sutton, Sarah E. (OPA)

Subject: RE: REVIEW: EOIR Data Release

Awesome. Please send around a sending in 5 to me, Sarah F., Danielle, and James McHenry.

Devin M. O'Malley

Department of Justice Office of Public Affairs Office: (202) 353-8763

Cell: (b) (6)

From: Sutton, Sarah E. (OPA)

Sent: Tuesday, August 8, 2017 1:46 PM

To: O'Malley, Devin (OPA) <domalley@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Release

Added her edits below, as well as some AP edits.



# Department of Justice

FOR IMMEDIATE RELEASE TUESDAY, AUGUST 8, 2017 WWW.JUSTICE.GOV EOIR (202) 514-2007 TTY (866) 544-5309

# RETURN TO RULE OF LAW IN TRUMP ADMINISTRATION MARKED BY INCREASE IN KEY IMMIGRATION STATISTICS

WASHINGTON - The Executive Office of Immigration Review today released data on orders of removal, voluntary departures, and final decisions for the first six months of the Trump Administration.

The data released for Feb. 1, 2017 – July 31, 2017 is as follows:

- Total Orders of Removal 49,983
   Up 27.8 percent over the same time period in 2016 (39,113)
- Total Orders of Removal and Voluntary Departures<sup>[2]</sup>: 57,069
   Up 30.9 percent over the same time period in 2016 (43,595)
- Total Final Decisions [3]: 73,127

#### o Up 14.5 percent over the same time period in 2016 (63,850)

Pursuant to President Trump's Jan. 25 Executive Order, "Border Security and Immigration Enforcement Improvements," the Department of Justice mobilized over one hundred existing Immigration Judges to Department of Homeland Security (DHS) detention facilities across the country. Over 90 percent of these cases have resulted in orders requiring aliens to depart or be removed from the United States. The Justice Department has also hired 54 additional Immigration Judges since President Trump took office, and continues to hire new Immigration Judges each month.

In addition to carrying out the President's Executive Order, the Justice Department is also reviewing internal practices, procedures, and technology in order to identify ways in which it can further enhance Immigration Judges' productivity without compromising due process.

###

#### 17-XXX

DO NOT REPLY TO THIS MESSAGE. IF YOU HAVE QUESTIONS, PLEASE USE THE CONTACTS IN THE MESSAGE OR CALL THE OFFICE OF PUBLIC AFFAIRS AT 202-514-2007.

From: O'Malley, Devin (OPA)

Sent: Tuesday, August 8, 2017 1:37 PM

To: Sutton, Sarah E. (OPA) < sesutton@jmd.usdoj.gov>

Subject: FW: REVIEW: EOIR Data Release



<sup>[1]</sup> An "order of removal" by an Immigration Judge results in the removal of an illegal alien from the United States by the Department of Homeland Security.

<sup>[2]</sup> Under an order of "voluntary departure," an illegal alien agrees to voluntarily depart the United States by a certain date.

If the illegal alien does not depart, the order automatically converts to an order of removal.

<sup>[3]</sup> A "final decision" is one that ends the proceeding at the Immigration Judge level such that the case is no longer pending.

# Cutrona, Danielle (OAG)

From: Cutrona, Danielle (OAG)

Sent: Tuesday, August 08, 2017 1:38 PM

To: O'Malley, Devin (OPA)

Subject: RE: REVIEW: EOIR Data Release

#### No problem. Sorry for delay.

From: O'Malley, Devin (OPA)

Sent: Tuesday, August 8, 2017 1:37 PM

To: Cutrona, Danielle (OAG) <dcutrona@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Release

#### Thank you!

#### Devin M. O'Malley

Department of Justice Office of Public Affairs Office: (202) 353-8763

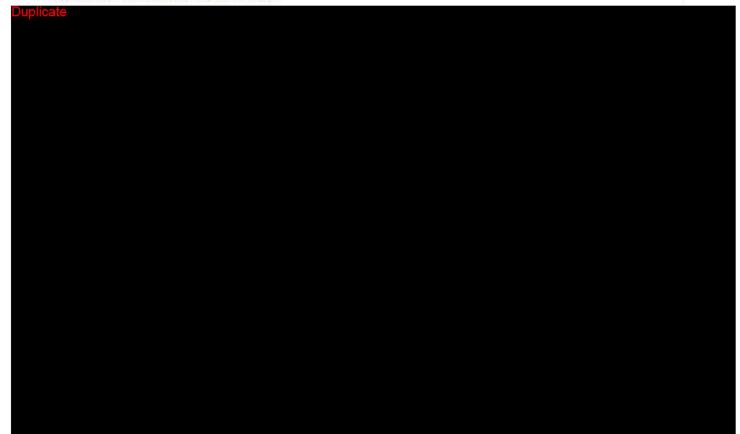
Cell: (b) (6)

From: Cutrona, Danielle (OAG)

Sent: Tuesday, August 8, 2017 1:36 PM

To: O'Malley, Devin (OPA) < domalley@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Release



#### O'Malley, Devin (OPA)

From: O'Malley, Devin (OPA)

Sent: Tuesday, August 08, 2017 1:37 PM

To: Sutton, Sarah E. (OPA)

Subject: FW: REVIEW: EOIR Data Release

#### (b) (5

Can you bump them up against each

other, please?

# Devin M. O'Malley

Department of Justice Office of Public Affairs Office: (202) 353-8763 Cell: (b) (6)

CCII.

From: Cutrona, Danielle (OAG)

Sent: Tuesday, August 8, 2017 1:36 PM

To: O'Malley, Devin (OPA) <domalley@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Release

Edited.



FOR IMMEDIATE RELEASE TUESDAY, AUGUST 8, 2017 WWW.JUSTICE.GOV EOIR (202) 514-2007 TTY (866) 544-5309

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[1] An" order of removal" by an Immigration Judge results in the removal of an illegal alien from the United States by the Department of Homeland Security.

[2] Under an order of "voluntary departure", an illegal alien agrees to voluntarily depart the United States by a certain date.

If the illegal alien does not depart, the order automatically converts to an order of removal.

[3] A "final decision" is one that ends the proceeding at the Immigration Judge level such that the case is no longer pending.

###

#### 17-XXX

DO NOT REPLY TO THIS MESSAGE. IF YOU HAVE QUESTIONS, PLEASE USE THE CONTACTS IN THE MESSAGE OR CALL THE OFFICE OF PUBLIC AFFAIRS AT 202-514-2007.

From: O'Malley, Devin (OPA)

Produced by EOIR

Sent: Tuesday, August 8, 2017 10:09 AM

To: McHenry, James (EOIR) < James. McHenry@EOIR. USDOJ. GOV >; Cutrona, Danielle (OAG)

<dcutrona@jmd.usdoj.gov>; Flores, Sarah Isgur (OPA) <siflores@jmd.usdoj.gov>

Cc: Sutton, Sarah E. (OPA) <sesutton@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Release

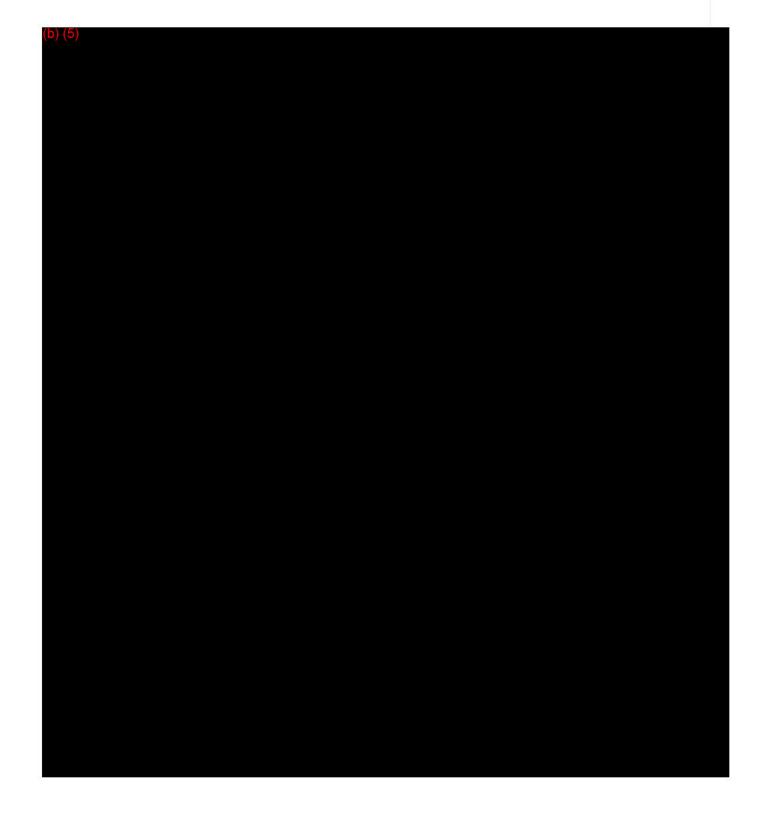
# Sutton, Sarah E. (OPA)

From: Sutton, Sarah E. (OPA)

Sent: Tuesday, August 08, 2017 1:36 PM

To: Laco, Kelly (OPA)

Subject: Take 2



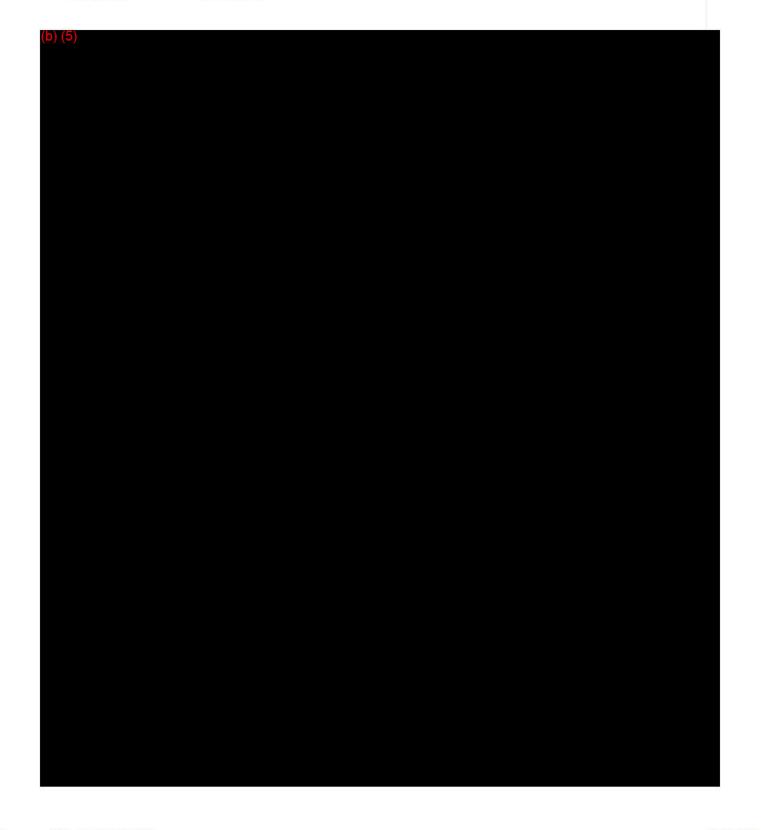
# Sutton, Sarah E. (OPA)

From: Sutton, Sarah E. (OPA)

Sent: Tuesday, August 08, 2017 1:33 PM

To: Laco, Kelly (OPA)

Subject: Proofread?



# Sutton, Sarah E. (OPA)

From: Sutton, Sarah E. (OPA)

Sent: Tuesday, August 08, 2017 1:12 PM

To: O'Malley, Devin (OPA)

Subject: EOIR Release Attached.

Attachments: EOIR Release 8.8.17.docx

#### Sarah Sutton

Press Assistant U.S. Department of Justice Office of Public Affairs

Office: (202) 616-0079

Cell:(b) (6)

Email: sarah.e.sutton@usdoj.gov

#### McHenry, James (EOIR)

From: McHenry, James (EOIR)

Sent: Monday, August 07, 2017 6:17 PM

To: O'Malley, Devin (OPA)

Subject: RE: REVIEW: EOIR Data Press Release (time sensitive)

#### (b) (5)

From: O'Malley, Devin (OPA)

Sent: Monday, August 07, 2017 6:15 PM

To: McHenry, James (EOIR) < James. McHenry@EOIR. USDOJ. GOV>
Subject: RE: REVIEW: EOIR Data Press Release (time sensitive)

#### (b)(5)

Devin M. O'Malley

Department of Justice Office of Public Affairs Office: (202) 353-8763

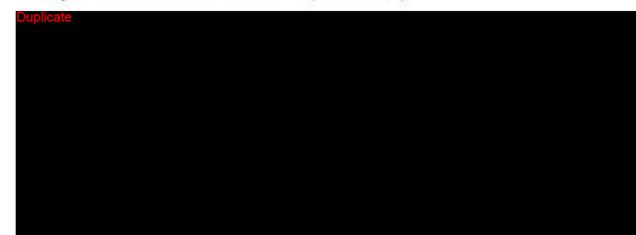
Cell: (b) (6)

From: McHenry, James (EOIR)

Sent: Monday, August 7, 2017 6:12 PM

To: O'Malley, Devin (OPA) < domalley@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Press Release (time sensitive)



# McHenry, James (EOIR)

From: McHenry, James (EOIR)

Sent: Monday, August 07, 2017 6:22 PM

To: O'Malley, Devin (OPA)

Subject: RE: REVIEW: EOIR Data Press Release (time sensitive)

From: O'Malley, Devin (OPA)

Sent: Monday, August 07, 2017 6:20 PM

To: McHenry, James (EOIR) < James. McHenry@EOIR. USDOJ. GOV>
Subject: RE: REVIEW: EOIR Data Press Release (time sensitive)



Devin M. O'Malley Department of Justice Office of Public Affairs Office: (202) 353-8763 Cell: (b) (6)

From: McHenry, James (EOIR)

Sent: Monday, August 7, 2017 6:12 PM

To: O'Malley, Devin (OPA) <domalley@jmd.usdoj.gov>

Subject: RE: REVIEW: EOIR Data Press Release (time sensitive)

These are the pertinent facts and statements, though I'm not sure what the best arrangement is:





From: O'Malley, Devin (OPA)

Sent: Monday, August 07, 2017 5:50 PM

To: McHenry, James (EOIR) < <u>James.McHenry@EOIR.USDOJ.GOV</u>>
Subject: REVIEW: EOIR Data Press Release (time sensitive)

