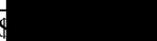


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-A2	PAGE OF PAGES 1 22	
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-04-C-0134		3. EFFECTIVE DATE 23 Sep 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY CODE US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001			CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RADIANCE TECHNOLOGIES INC 350 WYNN DR HUNTSVILLE AL 35805-35816				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 1H1J5		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12	
11. SHIP TO/MARK FOR CODE See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$2,959,606.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19 - 21
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	7 - 10	X	J	LIST OF ATTACHMENTS	22
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	11	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	12				
X	G	CONTRACT ADMINISTRATION DATA	13 - 14	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	15 - 18	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY [REDACTED] (Signature of Contracting Officer)		23-Sep-2004	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE EFFORT</p> <p>CPFF</p> <p>Technical Requirement No. N084, entitled "Joint Wavelet Transform Based Hyperspectral Data Processing (JWaTH)," set forth in Section C hereof, and effort as set forth in Radiance Technologies, Inc., proposal entitled, "Joint Wavelet Transform Based Hyperspectral Data Processing for Characterization, Identification and Discrimination of Battlefield Targets measured from Overhead Sensors (JWaTH)," dated 26 Mar 04, Scope of Work paragraphs 8.1.1 through 8.1.7, incorporated herein by reference as set forth in Section J hereof.</p>				
				ESTIMATED COST	\$2,740,376.00
				FIXED FEE	\$ [REDACTED]
				TOTAL EST COST + FEE	\$ [REDACTED]
	ACRN AA Funded Amount				\$2,959,606.00

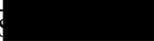
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>BASE EFFORT - CONTRACT DATA REQUIREMENTS</p> <p>CPFF</p> <p>Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.</p>				NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION 1				
	CPFF				
	Technical Requirement No. N084, entitled "Joint Wavelet Transform Based Hyperspectral Data Processing (JWaTH)," set forth in Section C hereof, and effort as set forth in Radiance Technologies, Inc., proposal entitled, "Joint Wavelet Transform Based Hyperspectral Data Processing for Characterization, Identification and Discrimination of Battlefield Targets measured from Overhead Sensors (JWaTH)," dated 26 Mar 04, Scope of Work paragraphs 8.2.1 through 8.2.8, incorporated herein by reference as set forth in Section J hereof.				
				ESTIMATED COST	\$3,932,176.00
				FIXED FEE	
				TOTAL EST COST + FEE	\$ 
	Funded Amount				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION 1 - CONTRACT DATA REQUIREMENTS				NSP
	CPFF				
	Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION 2				
	CPFF				
	Technical Requirement No. N084, entitled "Joint Wavelet Transform Based Hyperspectral Data Processing (JWaTH)," set forth in Section C hereof, and effort as set forth in Radiance Technologies, Inc., proposal entitled, "Joint Wavelet Transform Based Hyperspectral Data Processing for Characterization, Identification and Discrimination of Battlefield Targets measured from Overhead Sensors (JWaTH)," dated 26 Mar 04, Scope of Work paragraphs 8.3.1 through 8.3.6, incorporated herein by reference as set forth in Section J hereof.				
				ESTIMATED COST	\$4,440,984.00
				FIXED FEE	
				TOTAL EST COST + FEE	
	Funded Amount				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	OPTION 2 - CONTRACT DATA REQUIREMENTS				NSP
	CPFF				
	Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OPTION 3				
	CPFF				
	Technical Requirement No. N084, entitled "Joint Wavelet Transform Based Hyperspectral Data Processing (JWaTH)," set forth in Section C hereof, and effort as set forth in Radiance Technologies, Inc., proposal entitled, "Joint Wavelet Transform Based Hyperspectral Data Processing for Characterization, Identification and Discrimination of Battlefield Targets measured from Overhead Sensors (JWaTH)," dated 26 Mar 04, Scope of Work paragraphs 8.4.1 through 8.4.3, incorporated herein by reference as set forth in Section J hereof.				
				ESTIMATED COST	\$5,401,222.00
				FIXED FEE	
				TOTAL EST COST + FEE	
	Funded Amount				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	OPTION 3 - CONTRACT DATA REQUIREMENTS				NSP
	CPFF				
	Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.				

CLAUSES INCORPORATED BY FULL TEXT

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items (CLINs) shown above shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0001 (and 0003, 0005, and 0007 if exercised) and delivers data required by CLIN 0002 (and 0004, 0006, and 0008, if exercised) and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the applicable CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 (and 0003, 0005, and 0007, if exercised) will be considered complete based upon performance of the tasks as set forth in the Scope of Work.

c. CLIN 0002 (and 0004, 0006, and 0008, if exercised) will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

Section C - Descriptions and Specifications

TECHNICAL REQUIREMENT NO. N084

JOINT WAVELET TRANSFORM BASED HYPERSPECTRAL DATA PROCESSING (JWaTH)

SECTION 1 SCOPE

The objectives of the effort are to develop and evaluate algorithms for characterization, identification, and discrimination of battlefield targets and imbed them in software for implementation in a hyperspectral sensor. A software simulation will be developed to serve as a test bed for algorithm and hardware processing techniques including tunable waveband filters such as the Army's Acousto-optic Tunable Filter.

SECTION 2 APPLICABLE DOCUMENTS

None

SECTION 3 REQUIREMENTS

3.1 The objectives, stated above, are clearly identified in Radiance Technologies Technical/Program Management Volume, Statement of Work Section, pages 25-26 (Base Effort) and 27-30 (Option Years) shall be incorporated into the contract as the Statement(s) of Work.

3.2 The contractor shall identify, control, and document the hazards associated with this effort and the control methods necessary to eliminate or control the hazards in all test plans and operations. Significant issues shall be addressed in status meetings and included in an Urgent Test Technical Report

3.3 The contractor shall deliver processing algorithms.

SECTION 4 (U) DOCUMENTATION REQUIREMENTS

4.1 Documentation required by the contract consists of reports and data as defined and scheduled in the Contract Data Requirements List (CDRL) (DD Form 1423).

4.2 Except as stated below, each technical report should be prepared utilizing the American National Standards Institute reference ANSI Z39.18 as a guide. Copies of this reference are available from ANSI, 11 West 42 St., N.Y. 10036, Telephone [REDACTED]. The Defense Technical Information Center requires that all technical reports generated under Defense Department contracts contain a Report Documentation Page, SF 298, at the beginning of each report. Report Documentation Page abstracts should be prepared using the guidelines in Attachment I.

4.3 The cover page of each report prepared under this contract shall have the following citation.

4.4 The following information shall be included on the cover or title page, as appropriate, of every report generated as result of this effort:

(Report Title)

(Project Title)

(Date of Publication)

Issued by U.S. Army Space and Missile Defense Command

Contract Number:

Name of Contractor: Principal Investigator, Project
Scientist, or Engineer

Business Address:

Phone Number(s):
Fax Number (s)
E-mail address (s)

Effective Date of Contract: Short Title of Work:

Contract Expiration Date:

Reporting Period:

DISCLAIMER

“The views and conclusions contained in this document are those of the author and should not be interpreted as representing the official policies, either express or implied, of the U.S. Army Space and Missile Defense Command or the U.S. Government.”

4.5 Distribution of documents containing technical information shall be controlled by the application of one of the following distribution statements that is to be placed on the front cover.

a. for UNCLASSIFIED documents specifically cleared for public release by the controlling DoD Office (USASMDC DARPA Office)

Distribution A: “Approved for public release; distribution unlimited.”

b. for UNCLASSIFIED documents not specifically cleared for public release:

Distribution C “Distribution authorized to US Government agencies and their contractors, (Critical Technology); (date of report). Other requests for this document must be referred to Deputy Commanding General, U.S. Army Space and Missile Defense Command, ATTN: [REDACTED] Huntsville, AL 35807-3801”

C. For CLASSIFIED documents:

“Distribution limited to US Government agencies and their contractors; Critical Technology; (date of report). Other requests for this document must be referred to Deputy Commanding General, U.S. Army Space and Missile Defense Command, ATTN: [REDACTED], Huntsville, AL 35807-3801”

The distribution statement shall be prominently displayed on the document cover page and included in the Item No 16 of DD Form 1423. In addition to the distribution statement, the following notices shall be displayed on the front cover of all documents containing technical information that has not been approved for public release:

WARNING

INFORMATION SUBJECT TO EXPORT CONTROL LAWS

This document may contain information subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979 which may not be exported, released, or disclosed to the foreign nationals inside or outside of the United States without first obtaining an export license. A violation of the ITAR or EAR may be subject to a penalty of up to 10 years imprisonment and a fine of \$100,000 under 22 U.S.C. 2778 or Section 2410 of the Export Administration Act of 1979. Include this notice with any reproduced portion of this document.

DESTRUCTION NOTICE

For classified documents, follow the procedures in DoD 5200.1-R, Chapter IX or DoD 5220.22-M, "Industrial Security Manual", paragraph 19.

For unclassified documents, destroy by any method that precludes reconstruction of the document.

4.6 Two copies of proposed public releases of technical information, including technical reports, shall be submitted to Deputy Commanding General, U.S. Army Space and Missile Defense Command, ATTN: [REDACTED], Huntsville, AL 35807-3801. Electronic request are acceptable [REDACTED]. A **minimum of 30 days** should be allowed for approval prior to planned publication.

ATTACHMENT I

Abstract Requirements

1. Contain 200 or less words.
2. Prepare information abstract that succinctly informs the reader of the salient features of the subject studies. The organization of the report should be reflected in the abstract and should contain, as a minimum, the following elements:
 - a. The objectives and/or purpose of the investigation in enough detail to tell the reader whether the research concerns him.
 - b. The methods employed and the kinds of treatment given, mentioning materials, conditions, restrictions and limits, should be given without going into detail.
 - c. Results obtained and/or conclusions reached should be the major part of the abstract. New findings should be clearly stated, including important numerical values.
3. The terminology in the abstract should be the same as that in the report. Technical terminology of the abstract will become the subject terms for storage and retrieval of information about the report.
4. Unconventional or rarely used symbols and characters should not be used because they cannot be introduced into certain automatic data processing systems.
5. Superscripts, subscripts, power, exponents, Greek letters, and other symbols that cannot be represented by ASCII codes shall be verbalized.

6. No abbreviations and acronyms shall be used unless of universal knowledge.
7. No equation, footnotes, preliminaries.
8. No descriptive cataloging of data.
9. Security Classification – abstracts should be unclassified to the maximum extent possible while providing the necessary information. Classified abstracts should be closely marked.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
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Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

<u>CLIN</u>	<u>PERIOD OF PERFORMANCE</u>	
0001	23-SEP-2004 TO 22-SEP-2005	
0002	23-SEP-2004 TO 22-SEP-2005	
0003	23-SEP-2005 TO 22-SEP-2006	(IF EXERCISED)
0004	23-SEP-2005 TO 22-SEP-2006	(IF EXERCISED)
0005	23-SEP-2006 TO 22-SEP-2007	(IF EXERCISED)
0006	23-SEP-2006 TO 22-SEP-2007	(IF EXERCISED)
0007	23-SEP-2007 TO 22-SEP-2008	(IF EXERCISED)
0008	23-SEP-2007 TO 22-SEP-2008	(IF EXERCISED)

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

PERFORMANCE PERIOD

a. The contractor shall complete the tasks required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 within 12 months after the effective date of the contract, or as otherwise set forth herein.

b. If Option 1 is exercised, the contractor shall complete the tasks required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 within 12 months after the end of the CLIN 0001/0002 period of performance, or as otherwise set forth herein.

c. If Option 2 is exercised, the contractor shall complete the tasks required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 within 12 months after the end of the CLIN 0003/0004 period of performance, or as otherwise set forth herein.

d. If Option 3 is exercised, the contractor shall complete the tasks required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 within 12 months after the end of the CLIN 0005/0006 period of performance, or as otherwise set forth herein.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

CLIN 0001:

AA: 2142040 0000 36 9318 P643305TR4 255Y GH4A260000 S01021 GH4A260000/4HHJNT/H
AMOUNT: \$2,959,606.00
ORDER NO. GH4A260000-01

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify on each public voucher the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA". Since vouchers are paid by ACRNs, it is necessary that the ACRN be shown on each voucher.

e. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F hereof.

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

CONTRACT ADMINISTRATION: Administration of this contract (except functions identified in FAR 42.302, subparagraphs (38), (40) through (47), and (49), which will be retained by the PCO) will be performed by the cognizant office as shown in Block 7, Page 1, Section A, of DD Form 1155. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVE FOR CONTRACTUAL MATTERS:

NAME:			
ORGANIZATION CODE:			
TELEPHONE NUMBERS:			
COMMERCIAL:			
FAX:			
DEFENSE SWITCHED NETWORK (DSN):			
EMAIL:			

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command
ATTN: [REDACTED]
P. O. Box 1500
Huntsville, AL 35807-3801

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command
ATTN: [REDACTED]
P. O. Box 1500
Huntsville, AL 35807-3801

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated

lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT C - Distribution authorized to US Government agencies and their contractors, (Critical Technology); (date of report). Other requests for this document must be referred to Deputy Commanding General, U.S. Army Space and Missile Defense Command, ATTN: [REDACTED] Huntsville, AL 35807-3801

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

	<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>	<u>E-Mail</u>
Primary:	[REDACTED]			
Alternate:	[REDACTED]			

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

CONTRACT SECURITY CLASSIFICATION:

a. This contract is unclassified and does not contain security requirements or a Contract Security Classification Specification, DD Form 254.

b. In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign nationals will be permitted to work on a contract without the express permission of the Contracting Officer.

c. Should the government determine that the technology has developed to a point where the information warrants protection under Executive Order 12958, Classified National Security Information, a DD Form 254 and an approved classification guide will be issued to the contractor and appropriate steps will be taken under the contract to protect the material.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

COMMERCIAL COMPUTER SOFTWARE LICENSES

Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the

terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's/subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access to support contractors, and to permit the Government to transfer to the license to another contractor.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

EXERCISE OF OPTIONS

a. The Government may require exercise of one or more of the options identified in Section B at amounts set forth therein. The Contracting Officer may unilaterally exercise the options by giving notice to the contractor at any time during the timeframes set forth below. The parties agree that the option shall be considered to have been exercised, for the purpose of this contract, at the time the Government electronically transmits or deposits the notification in the mail.

b. The contractor shall incur no costs chargeable to the option until the Contracting Officer has provided written notification that the option has been exercised.

c. Option I (CLINs 0003 and 0004) if exercised, may be exercised at any time during the period of performance of CLIN 0001. Option II (CLINs 0005 and 0006) if exercised, may be exercised at any time during the period of performance of CLIN 0001, and Option I effort. Option II shall not be exercised if Option I has not been exercised. Option III (CLINs 0007 and 0008) if exercised, may be exercised at any time during the period of performance of CLIN 0001, and Option I and II effort. Option III shall not be exercised if Option II has not been exercised.

MATERIAL AND EQUIPMENT

The contractor shall acquire all material and equipment necessary to support the research efforts as stated in the scope of work. The Government will acquire title to equipment when it is acquired, produced, or first used by the contractor in the performance of this contract. The Contracting Officer will give disposition instructions for such property at the end of the contract period of performance.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

NOTE:

FAR 52.232-20 is applicable for CLIN 0001. FAR 52.232-22 may be applicable for CLINs 0003, 0005, and/or 0007.

CLAUSES INCORPORATED BY FULL TEXT

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://www.acq.osd.mil/dp/dars/dfars.html>

<http://farsite.hil.af.mil>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>DESCRIPTION</u>	<u>DATE</u>	<u>PAGES</u>
Radiance Technologies, Inc. and University of South Alabama Proposal for Joint Wavelet Transform Based Hyperspectral Data Processing for Characterization, Identification and Discrimination of Battlefield Targets measured from Overhead Sensors (JWaTH), Volume I, SOW, pages 25 through 30	26 Mar 04	6
Contract Data Requirements List (DD Form 1423), attached hereto as Exhibit A, with Document Summary List and Distribution Addressee List	16 Jun 04	7
Contractor's Certifications and Representations are incorporated herein by reference		