

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 of 5
2. AMENDMENT/MODIFICATION NO. P00071	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE N00039		7. ADMINISTERED BY (If other than Item 5) CODE		N00039
SPACE AND NAVAL WARFARE SYSTEMS COMMAND Contracting Officer: 02N Debra L. Streufert Space and Naval Warfare Systems Command, NMCI Office 3 Crystal Park, Suite 400 2231 Crystal Drive Arlington, VA 22202-3721 (703) 685-5508				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO.
ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE A6N-D48 HERNDON, VA 20171 ATTN: NMCI CONTRACTS				9B. DATED (SEE ITEM 11)
CODE 1U305			FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000
			X	10B. DATED (SEE ITEM 11) 06 October 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- () A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103A(3):
By mutual agreement of the parties
- D. OTHER (Specify type of modification and authority)

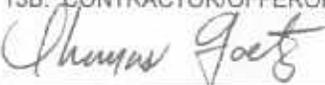
E. IMPORTANT: Contractor is not, is required to sign this document and return (see below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or a scanned image in portable document format (pdf).

SEE HEREIN

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) THOMAS GOETZ, CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA L. STREUFERT, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 27 JUN 03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10 Jul 03

The purposes of this modification are to 1) incorporate DFARS Appendix I by reference, 2) incorporate Contract Line Item 0042 for the Department of Defense Mentor-Protégé Program, 3) incorporate Sub-Contract Line Items 0042AA through 0042AF for the specific Mentor-Protégé Agreement between EDS and MORI Associates, and 4) incorporate as Attachment 14 the Mentor-Protégé Agreement between EDS and MORI Associates, technical proposal for the Agreement, and incorporate the cost proposal for the Agreement by reference, into contract N00024-00-D-6000. Accordingly, the contract is hereby modified as follows:

1. Under Part One,

- a. Add CLIN 0042 and SCLINs 0042AA through 0042AF to Tables Three through Five, as indicated here:

* The monthly service price and service price/program year values are Not-To-Exceed values. The contractor will be paid for actual costs incurred, which shall not exceed these values.

Item	Service	Minimum Quantity per Contract Year	Monthly Service Price	Service Price Program Year
0042	Department of Defense Mentor-Protégé Program			
0042AA	Mentor-Protégé Agreement between EDS and MORI Associates, Inc. 01 July 03 – 30 Sept 03	3	\$15,528.13 *	\$46,584.39 *
0042AB	Mentor-Protégé Agreement between EDS and MORI Associates, Inc. 01 Oct 03 – 30 June 04	9	\$15,528.11 *	\$139,752.99 *
0042AC	Mentor-Protégé Agreement between EDS and MORI Associates, Inc. 01 July 04 – 30 Sept 04	3	\$21,352.13 *	\$64,056.39 *
0042AD	Mentor-Protégé Agreement between EDS and MORI Associates, Inc. 01 Oct 04 – 30 June 05	9	\$21,352.13 *	\$192,169.17 *
0042AE	Mentor-Protégé Agreement between EDS and MORI Associates, Inc. 01 July 05 – 30 Sept 05	3	\$31,612.62 *	\$94,837.86 *
0042AF	Mentor-Protégé Agreement between EDS and MORI Associates, Inc. 01 Oct 05 – 31 Mar 06	6	\$31,612.62 *	\$189,675.72 *

b. Add the following Contract Line Item Descriptions

Item 0042: Department of Defense Mentor-Protégé Program

This contract line item is for the Department of Defense Mentor-Protégé Program. In order for this contract line item to be utilized, Mentor-Protégé Agreements shall comply with the terms of DFARS 219.71 and DFARS Appendix I entitled "Appendix I-Policy and Procedures for the DoD Pilot Mentor-Protégé Program".

Items 0042AA- 0042AF: Mentor-Protégé Agreement between EDS and MORI Associates Inc.

The Mentor-Protégé Agreement between EDS and MORI Associates, Incorporated, approved by DoD, is attached hereto and hereby incorporated as Attachment 14 to the contract. The period of performance of the Agreement is a total of thirty-three months. The anticipated start date of the period of performance is 01 July 2003 and the anticipated ending date is 31 March 2006. Under the terms of the Mentor-Protégé Agreement, EDS, herein referred to as "Mentor" shall provide developmental assistance, as defined in the Agreement, to MORI Associates Incorporated, herein referred to as "Protégé". Extension to the period of performance or termination of the Agreement shall be in accordance with DFARS Appendix I paragraph I-107. The Mentor-Protégé Agreement has been developed in accordance with, and is part of the DoD Mentor-Protégé Program as described in DFARS 219.71 and DFARS Appendix I.

In return for such developmental assistance, the Mentor will receive reimbursement of reasonable, allocable and allowable developmental assistance costs that are incurred on an incremental monthly basis, the value of which shall not exceed the monthly service price and the service price per program year that are stated herein for the periods defined by the contract line items. Developmental assistance costs shall not be incurred by the Mentor pursuant to this Agreement until after the effective date of this contract modification, and the issuance of task orders to identify and fund each period of performance.

This program will be funded by the Department of Defense on an incremental basis. The increments shall be in the following format: two-twelve month increments plus one-nine month increment. EDS shall establish a process for tracking all costs prior to incurring any costs in accordance with DFARS Appendix I.

Incremental Funding

The Mentor shall provide services upon award of this modification in accordance with the approved Mentor-Protégé Agreement. Annual incremental funding and extensions shall be requested as provided below:

Request for Annual Incremental Funding. If both the Mentor and Protégé are satisfied with the level of service attained and agree to continue with the Mentor-Protégé Agreement, a written request signed by both the Mentor and Protégé requesting annual incremental funding must be submitted to the SPAWAR Small Business Office, Code 00K no later than 60 calendar days prior to the end of each performance period OR when 75% of current expenditures have been reached, whichever is earlier. The letter must contain the following documentation:

- (a) Accomplishments during the preceding period
- (b) The most recent DOD Mentor-Protégé Agreement Semi-Annual Report

- (c) Updated agreement, developmental assistance, milestones, metrics, and cost proposal if applicable
- (d) Explanation for any milestones missed and planned corrective action
- (e) Signed by both Mentor and Protégé

Request for Extension. If established milestones cannot be met within the stated period of performance, an extension should be requested as soon as the Mentor suspects an extension will be necessary. A letter must be submitted to the SPAWAR Small Business Office, Code 00K, signed by both the Mentor and Protégé requesting the extension with a justification explaining why the extension is necessary. The letter must include:

- (a) Milestones accomplished
- (b) Milestones not accomplished with explanation
- (c) Any new milestones proposed
- (d) Formal modification/addendum to the agreement signed by both parties (include updates to developmental assistance, milestones, metrics, and cost proposal if applicable), and
- (e) be Signed both Mentor and Protégé

If the extension requires additional funds, the following additional information must also be provided:

- (a) Amount obligated to date
- (b) Amount expended to date (vouchers submitted/cost incurred)
- (c) Additional amount requested
- (d) Breakdown of cost proposal

Reporting

The Mentor and Protégé shall submit progress reports in accordance with DFARS Appendix I paragraph I-111. The Mentor shall submit semiannual reports 30 calendar days after the close of each reporting period (periods end March 31st and September 30th). The report submitted 30 days after September 30th shall address the entire fiscal year. The Mentor and Protégé shall provide data on the progress made by the Protégé for each fiscal year of the period of performance of the Agreement, and provide an annual report on October 31st of each of the two fiscal years following the expiration of the period of performance of the Agreement. This report can be submitted by completing Part II of the DOD Mentor Protégé Agreement Semi-Annual Report. The reports shall be submitted to 1) the Director, SADB, OUSD (AT&L), 2) the Contracting Officer, 3) the DCMA Administrative Contracting Officer, 4) the Program Manager and 5) the Director, SPAWAR SADB.

The Mentor shall submit quarterly expenditure reports to the SPAWAR Small Business Office (Code 00K). The quarterly report shall reflect expenditures of all funds that are obligated throughout the period of performance of this Agreement.

The Mentor shall submit monthly reconciliation reports to the SPAWAR Small Business Office, consistent with the Mentor-Protégé Agreement.

Inspection and Acceptance

In accordance with DFARS Appendix I, I-112, the Defense Contract Management Agency Manassas, 10500 Battleview Parkway, Suite 200, Manassas VA 20109, will conduct annual performance reviews of the progress and accomplishments under the Agreement. The review shall

verify data provided on the semi-annual reports, and shall constitute the Government's inspection and acceptance.

Periodic reviews may be conducted by the Office of the Under Secretary of Defense, Small and Disadvantaged Business Utilization (SADBU) Office. The review will validate the progress and accomplishment realized under the approved Mentor-Protégé Agreement. After completion of the Agreement, the Mentor shall submit the information on this program from the SF295, Summary Subcontract Report, in accordance with the requirements delineated in DFARS Appendix I-111 to the sponsoring agency (SPAWAR Small Business Office, Code 00K).

Invoicing

Invoices shall represent actual developmental assistance costs incurred. In addition to monthly electronic invoice processing, the Mentor shall submit itemized data to support each invoice citing each labor category, rate, and number of hours used during that invoice period which is consistent with the cost proposal. The data must reflect the total amount in eMarketplace for that invoice. This data shall be provided in an electronic format to the SPAWAR Small Business Office (Code 00K).

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged and in full force and effect.

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated as of November 1, 2001, is between Electronic Data Systems Corporation ("EDS") and MORI Associates, Inc. ("Company").

WITNESSETH:

WHEREAS, EDS and Company may in the future provide to each other certain proprietary, confidential and trade secret information in connection with the "DOD MENTOR-PROTÉGÉ PROGRAM" for which the parties acknowledge that information exchanged by the parties relating to such dealings covered by the terms of this Agreement (collectively, the "Business Purpose") and each desires that any such information shall be kept confidential by the other party; and

WHEREAS, in consideration of the disclosure by each party of such information, the other party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, EDS and Company hereby agree as follows:

1. **Confidentiality.** Each party may use information received from the other party hereunder, and may provide such information to its respective employees for their use, only in connection with the Business Purpose. Each party agrees that, for a period of two (2) years from receipt of information from the other party hereunder, such party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of both (i) written information received from the other party which is marked or identified as confidential, and (ii) oral or visual information identified as confidential at the time of disclosure which is accurately summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure (the "Confidential Information"). Confidential Information shall not include information which belongs to the recipient party or is (i) already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party, (iv) independently developed by the recipient party without use of the other party's Confidential Information, (v) disclosed without similar restrictions to a third party by the party owning the Confidential Information, (vi) approved by the other party for disclosure, or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America, or any governmental or political subdivision thereof, so long as the party required to disclose the information provides the other party with sufficient prior notice of such requirement so as to allow the other party an opportunity to oppose such disclosure.

2. **Return of Confidential Information.** Upon completion of the Business Purpose and/or upon the written request of the party owning Confidential Information, the other party shall return all copies of the Confidential Information to the owning party or, if so directed by the requesting party, certify in writing that all copies of the Confidential Information have been destroyed. A party may return Confidential Information or any part thereof, to the other party at any time.
3. **No Warranty; Limitation of Liability.** Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information and neither party shall be responsible for any expenses, losses or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Neither party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind, or losses of third parties of any nature or kind, resulting from or arising in connection with this Agreement.
4. **No Further Rights; No Third Party Beneficiary.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except for the use of such Confidential Information expressly provided herein. This Agreement is not intended, nor shall it be construed, to create or convert any right in or upon any person or entity not a party to this Agreement.
5. **Business Purpose.** The parties acknowledge and agree that the provision of Confidential Information hereunder and any discussions held in connection with the Business Purpose shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose. Any estimates or forecasts provided by either party to the other are not, and shall not be deemed to constitute, commitments of any kind or nature.
6. **Enforcement.** Each party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in such event, a party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the party who has breached or threatened to breach this Agreement.
7. **Media Releases.** All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or the Business Purpose shall be coordinated with and approved by the other party in writing prior to the release thereof.
8. **Miscellaneous.**
 - (a) Any notices required by this Agreement shall be given in hand or sent by first class mail, postage prepaid, to the applicable address set forth below. Either party may from time to time specify as its address for purposes of

this Agreement any other address upon giving ten (10) days written notice thereof to the other party.

In the case of EDS:

Electronic Data Systems Corporation (EDS)
13600 EDS Drive M/S A6N-C41
Herndon, VA 20171
Attention: Federal Contracts
phone (703) 742-~~4269~~ 1756
fax (703) 742-2674

In the case of Company:

MORI Associates, Inc.
6701 Democracy Blvd., Suite 206
Bethesda, Maryland 20817
Attention: Ms. Shahnaz Deldjoubar, President
phone (301) 493-6674 ext. 12
fax (301) 493-4860

- (b) The parties agree that this Agreement, (i) is the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the Confidential Information, (ii) supersede all related discussions and other communications between the parties related to the Confidential Information, (iii) may only be modified in writing by authorized representatives of the parties, and (iv) shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, EDS and Company have each caused this Agreement to be signed and delivered all as of the date first set forth above.

ELECTRONIC DATA SYSTEMS CORPORATION (EDS)

By: B Kirby

Name: Bruce Kirby

Title: Contract Manager

MORI ASSOCIATES, INC.

By: Shahnaz Deldjoubar

Name: Shahnaz Deldjoubar

Title: President

MORI Mentor-Protégé Agreement Monthly Reconciliation Report

Year 1 Period of Performance: _____ Date of Report: _____

Report Period Ending Date: _____

Labor Category	A		B		C		D
	Cost Proposal	Actual Cost Incurred by EDS	Monthly	Cumulative	Allocation of Costs Paid by Government Monthly	Cumulative	Remaining NTE Balance
Program/Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Analyst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tech Writer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Account Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HBCU/MI Certification/Technical Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Labor	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00
Infrastructure Support (D)							
MORI Conference Fees							
Local Travel							
Long Distance Travel							
Total ODCs	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00
Total Proposal	\$ 186,337.39	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00

SAMPLE

Government Payment Reconciliation

Funding	Payments Received as of	Remaining NTE Balance
\$ 186,337.39	\$ -	

FOOTNOTES: 1) Report to be submitted to SPAWAR Small Business Office within 7 business days of the end of each 30 day period.
 2) EDS is responsible for determining the allocation of costs paid by government.
 3) Column A never changes. It represents the cost proposal as submitted and approved.
 4) Column B reflects ACTUAL costs incurred. EDS will insert labor categories as needed.
 5) Total value of column B (cumulative) can never be > total value of column A
 6) Total value of column C (cumulative) can never be > total value of column A
 7) D = A - C (cumulative)
 8) The total ODC's can never > 10% of columns A, B, or C for the entire 2 year, 9 month agreement period (year 1 will exceed 10% of year 1 total proposal).