



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): June 4, 2007

Ocean Power Technologies, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

000-1378140  
(Commission  
File Number)

22-2535818  
(IRS Employer  
Identification No.)

1590 Reed Road  
Pennington, NJ

08534

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: (609) 730-0400

**Not applicable.**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On June 4, 2007, Ocean Power Technologies, Inc. (“OPT”) entered into a contract (the “Agreement”) with the Office of Naval Research of the US Navy (the “Navy”). OPT will be eligible to receive \$1.7 million for work completed over the Agreement’s eighteen month term.

The Agreement provides that OPT will design and fabricate an enhanced version of its autonomous PowerBuoy® system for use in the Navy’s Deep Water Acoustic Detection System (“DWADS”) program. Under the Agreement, the Navy will ocean test OPT’s autonomous PowerBuoy® system as the power source for the DWADS program, and OPT will support the Navy’s ocean test procedures in the areas of mooring design, at-sea operations and deployment. OPT will also provide data analysis and program management in connection with the DWADS project.

The Agreement is filed as Exhibit 99.1 to this Current Report on Form 8-K, and OPT refers you to such exhibit for the complete terms of the Agreement. The complete terms of the Agreement are incorporated herein by reference.

**Item 8.01 Other Events.**

On June 7, 2007, OPT issued a press release announcing the effectiveness of the Agreement. The full text of the press release is filed as Exhibit 99.2 to this Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

See Exhibit Index attached hereto.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 8, 2007

OCEAN POWER TECHNOLOGIES, INC.

By: /s/ CHARLES F. DUNLEAVY

Charles F. Dunleavy  
Senior Vice President and  
Chief Financial Officer

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## EXHIBIT INDEX

| <b>Exhibit No</b> | <b>Description</b>  |
|-------------------|---|
| 99.1+             | Contract Number N00014-07-C-0617, dated as of May 24, 2007, between the Office of Naval Research, U.S. Navy and Ocean Power Technologies, Inc.              |
| 99.2              | Press Release issued by Ocean Power Technologies, Inc., dated June 7, 2007.   |
| +                 | Confidential treatment requested as to certain portions, which portions have been omitted and filed separately with the Securities and Exchange Commission. |

Confidential Materials omitted and filed separately with the  
Securities and Exchange Commission. Asterisks denote omissions.

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**AWARD/CONTRACT**

UNDER DPAS (15 CFR 352)

DO-C9(U)

PAGES 1 17

2 CONTRACT (PROC INST IDENT) NO: **N00014-07-C-0617** 3 EFFECTIVE DATE: SEE BLOCK 20 C 4 REQUISITION/PURCHASE REQUEST/PROJECT NO: 07PR06213-0001

5 ISSUED BY: OFFICE OF NAVAL RESEARCH, CNR 252 TRACY MARCINOWSKI, CACI (703)696-6804, E-mail: tracy\_marcinowski@onr.navy.mil, 875 North Randolph St, Suite 1425, Arlington VA 22203-1995. CODE: N00014. 6 ADMINISTERED BY (if other than item 5): DCMA Philadelphia, 700 Robbins Avenue, Bldg 4-A, P O Box 11427, Philadelphia, PA 19111-0427, Phone: 215-737-3402, Fax: 215-737-7353. CODE: S3915A

7 NAME AND ADDRESS OF CONTRACTOR (No. street city, county, State and ZIP Code): **OCEAN POWER TECHNOLOGIES, INC**, 1590 Reed Road, Pennington, NJ 08534, Phone: 609-730-0400. 8 DELIVERY:  FOB ORIGIN  OTHER (see below). 9 DISCOUNT FOR PROMPT PAYMENT: N.A.

DUPLICATE

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: [Blank] ITEM: See Section G

11 SHIP TO/MARK FOR: Office of Naval Research, Attn: Michael Vaccaro Code: 321, 875 North Randolph Street, Arlington, Virginia 22203. CODE: N00014. FACILITY CODE: [Blank]. 12 PAYMENT WILL BE MADE BY: DFAS-CO North Entitlement Operations, P O Box 192265, Columbus OH 43218-2265. CODE: HQ0337

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10U S.C. 2304(c) ( )  41U S.C. 353(c) ( ) 14 ACCOUNTING AND APPROPRIATION DATA: SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET(S)

| 15A ITEM NO                  | 15B SUPPLIES/SERVICES | 15C QUANTITY | 15D UNIT | 15E UNIT PRICE | 15F AMOUNT                |
|------------------------------|-----------------------|--------------|----------|----------------|---------------------------|
| See Section B of Schedule    |                       |              |          |                |                           |
| 15G TOTAL AMOUNT OF CONTRACT |                       |              |          |                | See Section B of Schedule |

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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 an; 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 [Blank] including the additions or changes made by you, which additions or changes are set forth in full above, is hereby accepted as to 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 document is necessary.

19A NAME AND TITLE OF SIGNER (Type or print): **Charles F. Dunleavy** 20A NAME OF CONTRACTING OFFICER: **Brian D. Glance**, Contracting Officer

19B NAME OF CONTRACTOR: [Signature] 19C DATE SIGNED: **24 May 2007** 20B UNITED STATES OF AMERICA: [Signature] 20C DATE SIGNED: **5/24/07**

**SECTION B — SUPPLIES OR SERVICES AND PRICES/COSTS**

| ITEM NO.                                | SUPPLIES/SERVICES   | ESTIMATED COST | FIXED FEE    | TOTAL ESTIMATED COST & FIXED FEE |
|---|---|----------------|--------------|----------------------------------|
| 0001                                    | The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A (DD Form 1423) | \$1,621,800.00 | \$129,744.00 | \$1,751,544.00                   |
|   | 000101 ACRNAA: \$5,000.00   |                |              |                                  |
|   | 000102 ACRNAB: \$1,695,000.00   |                |              |                                  |
|   | <b>Total Funding: \$1,700,000.00</b>  |                |              |                                  |
| TOTAL ESTIMATED CONTRACT CONSIDERATION: |   | \$1,621,800.00 | \$129,744.00 | \$1,751,544.00                   |

**SECTION C — DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
2. The Contractor shall conduct the research effort under CLIN 0001, submitted under SBIR Topic Number N00-116, in accordance with Attachment Number 1, entitled "Statement of Work".

**SECTION D — PACKAGING AND MARKING**

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

All reports, briefs, technical documents, etc. submitted to the Government under this contract should contain the following legend:

SBIR or STTR DATA RIGHTS

Topic Number:

Contract No.:

Contractor Name:

Contractor Address:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted as provided in



paragraph (b)(4) of DFARS 252-227-7018, Rights in Noncommercial Technical Data and Computer Software-Small Business Innovative Research (SBIR) Program.

#### **SECTION E — INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

#### **SECTION F — DELIVERIES OR PERFORMANCE**

1. The research effort performed under CLIN 0001 shall be conducted from date of contract award for a period of eighteen (18) months.
2. Distribution, consignment and marking instructions for all contract line items shall be in accordance with Enclosure Number 1 of Exhibit A.

The address for the cognizant Program Officer is as follows:

Office of Naval Research  
875 North Randolph St.  
Attn: Michael Vaccaro, Code 321  
Arlington, Virginia 22203-1995

Ref: N00014-07-C-0617

#### **SECTION G — CONTRACT ADMINISTRATION DATA (02/14/05)**

##### **1. PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)**

###### **1.1 Submission of Invoices**

##### **PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)**

**The Office of Naval Research will utilize the new DoD Wide Area Workflow Receipt and Acceptance (WAWF) system. This web based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.**

**It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at**

<http://www.acquisition.navy.mil/navyaos/content/view/full/3521/>). The most useful guides are “Getting Started for Vendors”, “WAWF Vendor Guide”, and “Creating a Cost Voucher Invoice.”

The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. After the company is set-up on VVAWF, any additional persons responsible for submitting invoices must self-register at the WAWF <https://wawf.eb.mil>.

The following required information should automatically fill-in via WAWF; if it does not fill-in, include the following:

**Issue By DODAAC:** N00014 **Admin DODAAC:** [Use the 6 character “ADMINISTERED BY” CODE as listed on page one of the award document]

**Pay DODAAC:** [Use the 6 character “PAYMENT WILL BE MADE BY” CODE as listed on page one of the award document]

Fill-in the following additional information:

**DCAA Auditor DODAAC:** [Look up via the AUDIT OFFICE LOCATOR at <http://www.dcaa.mil>. If you encounter any problems finding your cognizant audit office, write to [dcaaweh@dcaa.mil](mailto:dcaaweh@dcaa.mil) or call ONR’s DCAA liaison at (703)696-2603] **Service Approver DODAAC:** N00014

The following additional information may need to be filled in:

**LPO DODAAC:** N00014 (*Note — this line is required only when the “PAYMENT WILL BE MADE BY” DODAAC begins with an ‘N’*)

After self-registering and logging on to the WAWF system, click on the plus sign next to the word “Vendor” and then click on the “Create New Document” link. Enter the contract number, cage code, and Pay DODAAC (above) and hit submit. Select the “Cost Voucher” invoice type within WAWF-RA. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Back up documentation, 5MB limit, can be included and attached to the invoice in WAWF under the “Misc Info” tab. Fill-in all applicable information under each tab.

Take special care when you enter Line Item information — the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

**Item Number:** If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. — 0001AA) or Informational SLIN (e.g. — 000101), otherwise use the 4 character CLIN (e.g. — 0001).

**ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note — DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN). Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting: (Note - since WAWF does not accept the use of multiple ACRNs for any single CLIN or SLIN on one invoice; multiple invoices may have to be used — use the VVAF “Line Item” “Description” area to note the use of multiple invoices). For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3<sup>rd</sup> character in the “Appropriation (Critical)” part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1741319 for FY 2004 and 1751319 for FY 2005). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.**

**After all required information is included, click on the “Submit” button under the “Header” tab.**

**Helpful Note: Shipment Number format should be three alpha and 4 numeric (e.g., SER0001).**

**Note: The contractor shall submit invoices for payment per contract terms and the Government shall process invoices for payment per contract terms.**

**If you have any questions regarding the WAWF, please contact the DoN WAWF Assistance Line at 1-866-618-5988.**

To find out the status of payment due from invoices please contact any of the following numbers:

DFAS Columbus Query Number 1-800-756-4571

DFAS Charleston Query Number 1-800-755-3642

You may also try the following website:

<https://myinvoice.csd.disa.mil>

### **1.2 Payment of Allowable Costs and Fixed Fee**

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled “Allowable Cost and Payment,” shall not exceed the amount set forth as “Estimated Cost” in Section B, and is subject to the contract clause entitled “Limitation of Cost” or “Limitation of Funds” whichever is applicable.

(b) A fixed fee, in the amount set forth as “Fixed Fee” in Section B, in accordance with the contract clause FAR 52.216-8 “Fixed Fee”, shall be paid upon completion of the work

and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, shall bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, and in order to protect the Government's interest, the Contractor is hereby directed to withhold 15% of the fixed fee amount as set forth in Section B or until a reserve is set aside in the amount of \$100,000, whichever is less. The Administrative Contracting Officer shall release 75% of the fixed fee reserve upon acceptance of the final deliverables identified in Section F of this contract. The remainder 25% of the fixed fee reserve will be released after completion of any final audits, submission of the final patent and royalty reports and if the contractor is not delinquent in submitting final vouchers for prior years' settlements.

### **1.3 Allotment of Funds**

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$1,751,544.00; including an estimated cost of \$1,621,800.00 and a fixed fee of \$129,744.00.

(b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$1,751,544.00; including an estimated cost of \$1,621,800.00 and a fixed fee of \$129,744.00. The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$1,700,000.00; including an estimated cost of \$1,574,074.00 and a fixed fee of \$125,926.00.

## **2. PROCURING OFFICE REPRESENTATIVES**

(a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator — Ms. Tracy Marcinowski, CACI, ONR 252, (703) 696-6804.  
E-Mail Address: [tracy\\_marcinowski@onr.navy.mil](mailto:tracy_marcinowski@onr.navy.mil)

Inspection and Acceptance — Mr. Michael Vaccaro, ONR 321, 703-696-0615.  
E-Mail Address: [michael\\_vaccaro@onr.navy.mil](mailto:michael_vaccaro@onr.navy.mil)

Security Matters — Ms. Sheila Neal, ONR 43, (703) 696-8177, DSN 426-8177

Patent Matters — Mr. James Bechtel, ONR 00CC, (703) 696-4000, DSN 426-4000.

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St., Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The

Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

### **3. TYPE OF CONTRACT**

This is a cost-plus-fixed-fee completion contract.

## **SECTION H — SPECIAL CONTRACT REQUIREMENTS**

### **1. ONR 5252.235-9714 REPORT PREPARATION (JUL 2005)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable PDF(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P.O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904; Fax: 301-206-9789.]

### **2. INVENTION DISCLOSURES AND REPORTS**

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer (ACO). The ACO (Refer to Block 6 of the SF Form 26 for POC information) will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, Arlington, VA 22203. Corporate Counsel will return the reports along with a recommendation to the ACO. Corporate Counsel represents the Contracting Officer regarding invention reporting matters arising under this contract.

### **3. ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)**

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work:

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of the work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract;

- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance;
- (4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

#### **4. ONR 5252.237-9705 KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least (30) days in advance ((45) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category

First/M/Last Name

Principal Investigator

[\*\*]

**SECTION I — CONTRACT CLAUSES**

Cost-Plus-Fixed Fee (SBIR-STTR phase II/III) (May 7, 2007)

- \* Applies when contract action exceeds \$10,000
- \*\* Applies when contract action exceeds \$100,000
- + Applies when contract action exceeds \$550,000
- ++ Applies when contract action exceeds \$550,000 and subcontracting possibilities exist. Small Business Exempt.
- x (DD 250)

All clauses in the Section (A) Tables are required clauses and are applicable, or are applicable at the specified thresholds as designated in accordance with the legend listed above.

**(A) FAR 52.252-02 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 address: <http://www.arnet.gov/far/>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

- \*\* FAR 52.202-1 Definitions (JUL 2004)
- \*\* FAR 52.203-3 Gratuities (APR 1984)
- \*\* FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)
- \*\* FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)
- \*\* FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)
- \*\* FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- \*\* FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- \*\* FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
- \*\* FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
- FAR 52.204-7 Central Contractor Registration (JUL 2006)

|    |               |  |
|----|---------------|--|
|    | FAR 52.211-15 | Defense Priority and Allocation Requirements (SEP 1990)  |
| ** | FAR 52.215-2  | Audit and Records — Negotiation (JUN 1999) and Alternate II (APR 1998) (Alternate II is only applicable with cost reimbursement contracts with State and local Governments, educational institutions, and other nonprofit organizations.)        |
|    | FAR 52.215-8  | Order of Precedence — Uniform Contract Format (OCT 1997)   |
| +  | FAR 52.215-10 | Price Reduction for the Defective Cost or Pricing Data (OCT 1997) (The provisions of this Clause have been waived by a joint Determination and Findings for the prime contractor only. The clause is applicable to subcontracts over \$550,000.) |
| +  | FAR 52.215-12 | Subcontractor Cost or Pricing Data (OCT 1997) (Applicable to subcontracts over \$550,000 only)   |
| ** | FAR 52.215-14 | Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)  |
| +  | FAR 52.215-15 | Pension Adjustments and Asset Reversions (OCT 2004)  |
|    | FAR 52.215-17 | Waiver of Facilities Capital Cost of Money (OCT 1997)  |
| +  | FAR 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)  |
| +  | FAR 52.215-19 | Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)  |
|    | FAR 52.216-7  | Allowable Cost and Payment (DEC 2002)  |
|    | FAR 52.216-8  | Fixed Fee (MAR 1997)   |
| ** | FAR 52.219-4  | Notice of Price Evaluation Preference for HUB zone Small Business Concerns (JUL 2005)  |
|    | FAR 52.219-6  | Notice of Total Small Business Set-Aside (JUN 2003)  |
| ** | FAR 52.219-8  | Utilization of Small Business Concerns (MAY 2004)  |
| ** | FAR 52.219-9  | Small Business Subcontracting Plan (JUL 2005)  |
| ** | FAR 52.219-14 | Limitations on Subcontracting (DEC 1996)   |
| ++ | FAR 52.219-16 | Liquidated Damages — Subcontracting Plan (JAN 1999)  |
|    | FAR 52.222-1  | Notice to the Government of Labor Disputes (FEB 1997)  |
| ** | FAR 52.222-2  | Payment for Overtime Premiums (JUL 1990) (Note: The word “zero” is inserted in the blank space indicated by an asterisk)   |



|                  |   |
|------------------|---|
| FAR 52.222-3     | Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)   |
| ** FAR 52.222-4  | Contract Work Hours and Safety Standards Act - -Overtime Compensation (JUL 2005)  |
| FAR 52.222-21    | Prohibition of Segregated Facilities (FEB 1999)   |
| FAR 52.222-26    | Equal Opportunity (MAR 2007)  |
| * FAR 52.222-35  | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)  |
| * FAR 52.222-36  | Affirmative Action for Workers with Disabilities (JUN 1998)   |
| * FAR 52.222-37  | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)  |
| FAR 52.222-50    | Combating Trafficking in Persons (APR 2006)(DEVIATION)  |
| ** FAR 52.223-14 | Toxic Chemical Release Reporting (AUG 2003)   |
| FAR 52.225-13    | Restrictions on Certain Foreign Purchases (FEB 2006)  |
| ** FAR 52.227-1  | Authorization and Consent (JUL 1995) and Alternate I (APR 1984)   |
| ** FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  |
| FAR 52.228-7     | Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)   |
| FAR 52.232-9     | Limitation on Withholding of Payments (APR 1984)  |
| ** FAR 52.232-17 | Interest (JUN 1996)   |
| FAR 52.232-23    | Assignment of Claims (JAN 1986) and Alternate I (APR 1984)  |
| FAR 52.232-25    | Prompt Payment (OCT 2003) and Alternate I (FEB 2002) (The words “the 30th day” are inserted in lieu of “the 7th day” at (a)(5)(i). [When Alternate I is applicable (a)(5)(i) does do not apply] <b>[Use Alternate I when awarding a cost reimbursement contract for services]</b> |
| FAR 52.232-33    | Payment by Electronic Funds Transfer — Central Contractor Registration (OCT 2003)   |
| FAR 52.233-1     | Disputes (JULY 2002)  |
| FAR 52.233-3     | Protest After Award (AUG 1996) and Alternate I (JUN 1985)   |

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|----|---------------|--|
|    | FAR 52.242-1  | Notice of Intent to Disallow Costs (APR 1984)  |
| +  | FAR 52.242-3  | Penalties for Unallowable Costs (MAY 2001)   |
|    | FAR 52.242-4  | Certification of Final Indirect Costs (JAN 1997)   |
| ** | FAR 52.242-13 | Bankruptcy (JUL 1995)  |
|    | FAR 52.242-15 | Stop Work Order (AUG 1989) and Alternate I (APR 1984)  |
|    | FAR 52.243-2  | Changes — Cost-Reimbursement (Aug. 1987) and Alternate V (APR 1984)  |
|    | FAR 52.244-2  | Subcontracts (MAY 2005) and Alternate I (JAN 2006)   |
| ** | FAR 52.244-5  | Competition in Subcontracting (DEC 1996)   |
|    | FAR 52.244-6  | Subcontracts for Commercial Items (FEB 2006)   |
|    | FAR 52.245-5  | Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (May 2004) and ALT I (JUN 2003) (As modified by DoD Class Deviation 99-00008 dated 13 July 1999) (ALT I is applicable if the contractor is a nonprofit organization whose primary purpose is the conduct of scientific research) |
|    | FAR 52.246-9  | Inspection of Research and Development (Short Form) (Apr 1984)   |
|    | FAR 52.246-23 | Limitation of Liability (FEB 1997)   |
| ** | FAR 52.247-64 | Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)   |
|    | FAR 52.249-6  | Termination (Cost-Reimbursement) (May 2004)  |
|    | FAR 52.249-14 | Excusable Delays (APR 1984)  |
|    | FAR 52.251-1  | Government Supply Sources (APR 1984)   |
|    | FAR 52.253-1  | Computer Generated Forms (JAN 1991)  |

**II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:**

|    |                    |  |
|----|--------------------|--|
| ** | DFARS 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2004)            |
|    | DFARS 252.204-7003 | Control of Government Work Product (APR 1992)  |
|    | DFARS 252.204-7004 | Alternate A (NOV 2003)   |
| ** | DFARS 252.209-7004 | Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) |
| +  | DFARS 252.215-7000 | Pricing Adjustments (DEC 1991)   |
|    | DFARS 252.215-7003 | Excessive Pass-Through Charges (APR 2007)  |

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| ++ | DFARS 252.219-7003 | Small. Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts) (APR 2007)   |
|    | DFARS 252.225-7004 | Reporting of Contract Performance Outside the United States and Canada-Submission After Award (JUN 2005)   |
| ** | DFARS 252.225-7012 | Preference for Certain Domestic (JAN 2007)   |
|    | DFARS 252.225-7031 | Secondary Arab Boycott of Israel (JUN 2005)  |
|    | DFARS 252.227-7016 | Rights In Bid Or Proposal Information (JUN 1995)   |
|    | DFARS 252-227-7017 | Identification And Assertion Of Use, Release, Or Disclosure Restrictions (JUN 1995)  |
|    | DFARS 252.227-7018 | Rights In Noncommercial Technical Data And Computer Software-Small Business Innovation Research (SBIR) Program (JUN 1995)  |
|    | DFARS 252.227-7019 | Validation Of Asserted Restrictions-Computer Software (JUN 1995)   |
|    | DFARS 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)  |
|    | DFARS 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)  |
|    | DFARS 252.227-7030 | Technical Data - Withholding of Payment (MAR 2000)   |
|    | DFARS 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 1999)  |
|    | DFARS 252.231-7000 | Supplemental Cost Principles (DEC 1991)  |
|    | DFARS 252.232-7003 | Electronic Submissions of Payment Requests (MAR 2007)  |
|    | DFARS 252.235-7002 | Animal Welfare (DEC 1991)  |
|    | DFARS 252.235-7010 | Acknowledgement of Support and Disclaimer (MAY 1995)   |
|    | DFARS 252.235-7011 | Final Scientific or Technical Report (NOV 2004)  |
| ** | DFARS 252.243-7002 | Requests for Equitable Adjustment (MAR 1998)   |
|    | DFARS 252.245-7001 | Reports of Government Property (MAY 1994)  |
| X  | DFARS 252.246-7000 | Material Inspection and Receiving Report (MAR 2003)  |
| ** | DFARS 252.247-7023 | Transportation of Supplies by Sea (MAY 2002)   |
|    | DFARS 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.) |
|    | DFARS 252.251-7000 | Ordering from Government Supply Sources (NOV 2004)   |

**(B) ADDITIONAL FAR AND DFARS CLAUSES**

This contract incorporates one or more clauses by reference as indicated by the mark of (X), 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 address: <http://www.arnet.gov/far/>

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|   | FAR 52.204-2  | Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)                       |
| X | FAR 52.209-6  | Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to contracts exceeding \$25,000 in value.)   |
|   | FAR 52.215-16 | Facilities Capital Cost of Money (Jun 2003) (Applicable in solicitations expected to result in contracts that are subject to the cost principles for contracts with commercial organizations)  |
| X | FAR 52.215-17 | Waiver of Facilities Capital Cost of Money (Use if FAR52.215-16 is not applicable)   |
| X | FAR 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) (Applicable if cost or pricing data or information other than cost or pricing data will be required for modifications) |
|   | FAR 52.217-9  | Option to Extend the Term of the Contract (MAR 2000) (In paragraph (a), insert “period of time” and “number of days”: and in paragraph (c), insert “month and years”) (Applicable if contract contains line item(s) for option(s))     |
|   | FAR 52.219-3  | Notice of Total HUB Zone Set-Aside (JAN 1999)  |
|   | FAR 52.222-20 | Walsh Healy Public Contracts Act (DEC 1996) (Applicable if the contract includes deliverable materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000)  |
| X | FAR 52.222-50 | Combating Trafficking of Persons (APR 2006)(DEVIATION)   |
| X | FAR 52.223-5  | Pollution Prevention and Right-to-Know Information (AUG 2003) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)  |

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| X | FAR 52.223-6       | Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$100,000 or at any value when the contract is awarded to an individual)  |
|   | FAR 52.227-10      | Filing of Patent Applications — Classified Subject Matter (APR 1984)   |
| X | FAR 52.227-11      | Patent Rights - Retention by the Contractor (Short Form) (Jun 1997)(Applicable if contractor is a small business or a non profit organization.   |
| X | FAR 52.232-20      | Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)   |
| X | FAR 52.232-22      | Limitation of Funds (APR 1984) (Applicable only when contract action is incrementally funded)  |
|   | FAR 52.239-1       | Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.) |
|   | FAR 52.245-18      | Special Test Equipment (FEB 1993) Applicable when it is anticipated that the contractor will acquire or fabricate special test equipment but the exact identification of the equipment is not known)   |
|   | FAR 52.246-08      | Inspection of Research and Development - Cost Reimbursement (MAY 2001) (Use instead of FAR 52.246-09 (Inspection of Research and Development - Short Form) (APR 84) when the primary objective of the contract is the delivery of end items other than designs, drawings and reports.)             |
|   | DFARS 252.203-7002 | Display of DoD Hotline Poster (DEC 1991) (Applicable only when contract action exceeds \$5 million or when any modification increases contract amount to more than \$5 million)  |
|   | DFARS 252.204-7000 | Disclosure of Information (DEC 1991) (Applies when Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public)  |
|   | DFARS 252.204-7005 | Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2. Security Requirements Applies)   |
| X | DFARS 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)  |

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|---|--------------------|--|
|   | DFARS 252.211-7003 | Item Identification and Valuation (JUN 2005) (Applicable if the contract includes deliverable items (1) with a unit cost of \$5000 or more or (2) that will be serially managed or controlled inventory.)  |
| X | DFARS 252.215-7002 | Cost Estimating System requirements (OCT 1998) (Applicable only to contract actions awarded on the basis of certified cost or pricing data)  |
|   | DFARS 252.223-7004 | Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.        |
| X | DFARS 252.223-7006 | Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)  |
|   | DFARS 252.225-7001 | Buy American Act and Balance of Payments Program (JUN 2005) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7007, 252.225-7021, or 252.225-7036.)       |
|   | DFARS 252.225-7002 | Qualifying Country Sources as Subcontractors (APR 2003) (Applicable when clause at DFARS 252.225-7001, 252.227-7007, 252.227-7021 or 252.227-7036 applies)   |
|   | DFARS 252.225-7016 | Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)  |
|   | DFARS 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns(SEP 2004) (Section 8021 of Pub. L. 107-248 [ and similar sections in subsequent DoD appropriation acts.])   |
| X | DFARS 252.227-7018 | Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program (JUN 1995) (Also applies to STTR programs)  |
|   | DFARS 252.227-7025 | Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995) (Applicable when the Government will provide the contractor, for the performance of its contract, technical data, including software marked with another contractor's restrictive legend(s)) |

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| X | DFARS 252.227-7034 | Patents-Subcontracts (APR 1984) [Applicable to contracts containing FAR 52.227-11, Patent Rights-Retention by the Contractor (Short Form)]                    |
| X | DFARS 252.227-7039 | Patents-Reporting Of Subject Inventions (APR 1990) [Applicable to contracts containing FAR 52.227-11, Patent Rights-Retention by the Contractor (Short Form)] |

**SECTION J — LIST OF ATTACHMENTS**

1. Exhibit A entitled “Contract Data Requirements List” (DD Form 1423) — 1 page with Enclosure Number 1, entitled “Contract Data Requirements List — Instructions for Distribution” — 2 pages
2. Attachment Number 1, entitled, “Statement of Work” — 4 pages
3. Attachment Number 2, entitled, “Report Documentation Page” (SF 298) — 1 page
4. Attachment Number 3, entitled, “Financial Accounting Data Sheets.” — 2 pages

**SECTION K — REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

1. The Contractor’s ORCA validation dated from 2 Mar 07 to 2 Mar 08 is hereby incorporated into this contract by reference. The DFARS and Contract Specific Representations and Certifications, dated 9 Mar 2007 are hereby incorporated by reference.

Exhibit A "Contract Data Requirements List" (DD Form 1423)

| CONTRACT DATA REQUIREMENTS LIST   |  |                              |   |   |   | Form Approved<br>OMB No. 0704-0188 |           |
|---|--|------------------------------|---|---|---|------------------------------------|-----------|
| <p>The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p> |  |                              |   |   |   |                                    |           |
| A. CONTRACT LINE ITEM NO.<br>0001   |  | B. EXHIBIT<br>A              |   | C. CATEGORY:<br>TDP _____ TM _____ OTHER <u>X</u> |   |                                    |           |
| D. SYSTEM/ITEM<br>DWADS Powerbuoy   |  |                              | E. CONTRACT/PR NO.<br>N00014-07-C-0617              |   | F. CONTRACTOR<br>Ocean Power Technologies Inc |                                    |           |
| 1. DATA ITEM NO.<br>A001  | 2. TITLE OF DATA ITEM<br>Progress Reports                |                              |   | 3. SUBTITLE                                       |   |                                    |           |
| 4. AUTHORITY (Data Acquisition Document No.)  |  |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                    |           |
| 7. DD 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                            | 10. FREQUENCY<br>Monthly     | 12. DATE OF FIRST SUBMISSION<br>1 MARO              |   | 14. DISTRIBUTION                              |                                    |           |
| 8. APP CODE   |  | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>Monthly     |   | a. ADDRESSEE                                  |                                    | b. COPIES |
|   |  |                              |   |   | Draft   | Final                              | Reg Repr  |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted monthly for the purpose of reporting progress, may be in the form of a letter, or a technical report.   |  |                              |   |   |   | 15. TOTAL                          |           |
|   |  |                              |   |   | 0   | 0                                  | 0         |
| 1. DATA ITEM NO.<br>A002  | 2. TITLE OF DATA ITEM<br>OTA Test Plan and Procedures    |                              |   | 3. SUBTITLE                                       |   |                                    |           |
| 4. AUTHORITY (Data Acquisition Document No.)  |  |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                    |           |
| 7. DD 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                            | 10. FREQUENCY<br>As Required | 12. DATE OF FIRST SUBMISSION<br>2 Mos ARO           |   | 14. DISTRIBUTION                              |                                    |           |
| 8. APP CODE   |  | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   | a. ADDRESSEE                                  |                                    | b. COPIES |
|   |  |                              |   |   | Draft   | Final                              | Reg Repr  |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted as required for the purpose of reporting progress, may be in the form of a letter, or a technical report.   |  |                              |   |   |   | 15. TOTAL                          |           |
|   |  |                              |   |   | 0   | 0                                  | 0         |
| 1. DATA ITEM NO.<br>A003  | 2. TITLE OF DATA ITEM<br>Preliminary Design Data Package |                              |   | 3. SUBTITLE                                       |   |                                    |           |
| 4. AUTHORITY (Data Acquisition Document No.)  |  |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                    |           |
| 7. DD 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                            | 10. FREQUENCY<br>As required | 12. DATE OF FIRST SUBMISSION<br>2 Mos ARO           |   | 14. DISTRIBUTION                              |                                    |           |
| 8. APP CODE   |  | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   | a. ADDRESSEE                                  |                                    | b. COPIES |
|   |  |                              |   |   | Draft   | Final                              | Reg Repr  |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted upon request for the purpose of reporting progress, may be in the form of a letter, or a technical report.  |  |                              |   |   |   | 15. TOTAL                          |           |
|   |  |                              |   |   | 0   | 0                                  | 0         |
| 1. DATA ITEM NO.<br>A004  | 2. TITLE OF DATA ITEM<br>Final Design Data Package       |                              |   | 3. SUBTITLE                                       |   |                                    |           |
| 4. AUTHORITY (Data Acquisition Document No.)  |  |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                    |           |
| 7. DD 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                            | 10. FREQUENCY<br>As Required | 12. DATE OF FIRST SUBMISSION<br>4 Mos ARO           |   | 14. DISTRIBUTION                              |                                    |           |
| 8. APP CODE   |  | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   | a. ADDRESSEE                                  |                                    | b. COPIES |
|   |  |                              |   |   | Draft   | Final                              | Reg Repr  |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted upon request for the purpose of reporting progress, may be in the form of a letter, or a technical report.  |  |                              |   |   |   | 15. TOTAL                          |           |
|   |  |                              |   |   | 0   | 0                                  | 0         |
| G. PREPARED BY  |  |                              | H. DATE   |   | I. APPROVED BY                                |                                    |           |
|   |  |                              |   |   | J. DATE                                       |                                    |           |



| CONTRACT DATA REQUIREMENTS LIST   |   |                              |   |   |   | Form Approved<br>OMB No. 070-J-0188 |           |   |
|---|---|------------------------------|---|---|---|-------------------------------------|-----------|---|
| <p>The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p> |   |                              |   |   |   |                                     |           |   |
| A. CONTRACT LINE ITEM NO.<br>0001   |   | B. EXHIBIT<br>A              |   | C. CATEGORY:<br>TDP _____ TM _____ OTHER <u>X</u> |   |                                     |           |   |
| D. SYSTEM/ITEM<br>DWADS Powerbuoy   |   |                              | E. CONTRACT/PR NO.<br>N00014-07-C-0617              |   | F. CONTRACTOR<br>Ocean Power Technologies Inc |                                     |           |   |
| 1. DATA ITEM NO.<br>A005  | 2. TITLE OF DATA ITEM<br>Engineering Report           |                              |   | 3. SUBTITLE                                       |   |                                     |           |   |
| 4. AUTHORITY (Data Acquisition Document No.)  |   |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                     |           |   |
| 7. DO 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                         | 10. FREQUENCY<br>As required |   | 12. DATE OF FIRST SUBMISSION<br>As Required       |   | 14. DISTRIBUTION                    |           |   |
| 8. APP CODE   |   | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   |   | a. ADDRESSEE                        | b. COPIES |   |
|   |   |                              |   |   |   | Draft                               | Final     |   |
|   |   |                              |   |   |   | Reg                                 | Repro     |   |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted as required for the purpose of reporting progress, may be in the form of a letter, or a technical report.   |   |                              |   |   |   |                                     |           |   |
| 15. TOTAL   |   |                              |   |   |   | 0                                   | 0         | 0 |
| 1. DATA ITEM NO.<br>A006  | 2. TITLE OF DATA ITEM<br>Detailed Design Data Package |                              |   | 3. SUBTITLE                                       |   |                                     |           |   |
| 4. AUTHORITY (Data Acquisition Document No.)  |   |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                     |           |   |
| 7. DO 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                         | 10. FREQUENCY<br>As Required |   | 12. DATE OF FIRST SUBMISSION<br>6 MARO            |   | 14. DISTRIBUTION                    |           |   |
| 8. APP CODE   |   | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   |   | a. ADDRESSEE                        | b. COPIES |   |
|   |   |                              |   |   |   | Draft                               | Final     |   |
|   |   |                              |   |   |   | Reg                                 | Repro     |   |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted as required for the purpose of reporting progress, may be in the form of a letter, or a technical report.   |   |                              |   |   |   |                                     |           |   |
| 15. TOTAL   |   |                              |   |   |   | 0                                   | 0         | 0 |
| 1. DATA ITEM NO.<br>A007  | 2. TITLE OF DATA ITEM<br>Recommendation Report        |                              |   | 3. SUBTITLE                                       |   |                                     |           |   |
| 4. AUTHORITY (Data Acquisition Document No.)  |   |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                     |           |   |
| 7. DO 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                         | 10. FREQUENCY<br>As required |   | 12. DATE OF FIRST SUBMISSION<br>18 MARO           |   | 14. DISTRIBUTION                    |           |   |
| 8. APP CODE   |   | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   |   | a. ADDRESSEE                        | b. COPIES |   |
|   |   |                              |   |   |   | Draft                               | Final     |   |
|   |   |                              |   |   |   | Reg                                 | Repro     |   |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted upon request for the purpose of reporting progress, may be in the form of a letter, or a technical report.  |   |                              |   |   |   |                                     |           |   |
| 15. TOTAL   |   |                              |   |   |   | 0                                   | 0         | 0 |
| 1. DATA ITEM NO.<br>A008  | 2. TITLE OF DATA ITEM<br>Final report                 |                              |   | 3. SUBTITLE                                       |   |                                     |           |   |
| 4. AUTHORITY (Data Acquisition Document No.)  |   |                              | 5. CONTRACT REFERENCE<br>Section H.1 of Schedule    |   | 6. REQUIRING OFFICE<br>See Section F          |                                     |           |   |
| 7. DO 250 REQ<br>LT*  | 9. DIST STATEMENT<br>REQUIRED                         | 10. FREQUENCY<br>As Required |   | 12. DATE OF FIRST SUBMISSION<br>18 MARO           |   | 14. DISTRIBUTION                    |           |   |
| 8. APP CODE   |   | 11. AS OF DATE               | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>As Required |   |   | a. ADDRESSEE                        | b. COPIES |   |
|   |   |                              |   |   |   | Draft                               | Final     |   |
|   |   |                              |   |   |   | Reg                                 | Repro     |   |
| 16. REMARKS<br>*As required by the Program Officer, these reports submitted upon request for the purpose of reporting progress, may be in the form of a letter, or a technical report.  |   |                              |   |   |   |                                     |           |   |
| 15. TOTAL   |   |                              |   |   |   | 0                                   | 0         | 0 |
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**ENCLOSURE NUMBER 1  
CONTRACT DATA REQUIREMENTS LIST  
INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

| <u>ADDRESSEE</u>   | <u>DODAAC<br/>CODE</u> | <u>NUMBER OF COPIES</u>            |  |
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| Program Officer Michael Vaccaro<br>E-Mail: Michael_vaccaro@onr.navy.mil  | N00014                 | 1                                  | 1  |
| Administrative Contracting Officer*  | S3915A                 | 1                                  | 1  |
| Director, Naval Research Lab<br>Attn: Code 5596<br>4555 Overlook Avenue. SW<br>Washington, D.C. 20375-5320<br>E-mail: reports@library.nrl.navy.mil | N00173                 | 1                                  | 1  |
| Defense Technical Information Center<br>8725 John J. Kingman Road<br>STE 0944<br>Ft. Belvoir, VA 22060-6218<br>E-mail: tr@dtic.mil                 | HJ4701                 | 2                                  | 2  |

\* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

**ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:**

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.

- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents, please send them in on a disk or sign up for DTIC's web-based document submission system at <http://www.dtic.mil>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted. **NOTE:** DTIC can no longer accept the following file types via email: password protected, zipped or compressed files, file with the extensions: \*.vbs, \*.cmd, \*.exe, \*.bat, \*.com, \*.mp3, \*.eml and \*.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

**DISTRIBUTION OF PROGRESS REPORTS, which are NOT Technical Reports**

The minimum distribution for reports that are not technical reports is as follows:

| <u>ADDRESSEE</u>  | <u>DODAAC<br/>CODE</u> | <u>NUMBER OF COPIES</u>            |  |
|---|------------------------|------------------------------------|--|
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| Program Officer Michael Vaccaro<br>E-Mail: Michael_vaccaro@onr.navy.mil | N00014                 | 1                                  | 1  |
| Administrative Contracting Officer*                                     | S3915A                 | 1                                  | 1  |

\* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

**Statement of Work**

**Task 1.0 Systems Engineering**

**Ocean Test Article (OTA) PowerBuoy® Requirements Generation**

With the ultimate Advanced Development Model (ADM) prototype goals in mind, OPT shall prepare a document that captures the requirements for the OTA PowerBuoy, anchor-riser, and any required special test, installation and recovery equipment.

Since an acoustic array will not be integrated with the OTA buoy, electrical power generated by the PowerBuoy during the ocean test will be used to charge on-board batteries. Power exceeding that which is required for battery charging will be dissipated using a dummy load attached to the outside of the PowerBuoy. OPT's internal buoy data is expected to be retrieved via a WI-FI or satellite communications link.

**Buoy Requirements.** OPT shall define the requirements for the modifications to its PB40 needed to support the ocean demonstration.

**Anchor and Riser (Mooring) Requirements (inputs to US Navy).** OPT shall define the requirements for the OTA Anchor and Riser system and document those requirements in an OTA Mooring System Requirements document. Note that OPT will support in the design of the mooring system, but have assumed that the design and build of this element is US Navy responsibility.

**Deployment/Retrieval and Test System Requirements (inputs to US Navy).** OPT shall define the requirements for the installation and retrieval of the OTA and document those requirements in an OTA Installation and Retrieval Requirements document. Note that OPT will support in this effort, but has assumed that it is US Navy responsibility.

**OTA Test Plan and Procedures**

OPT shall prepare a plan that outlines the plans, objectives and methods for the test of the OTA.

**Task 2.0 Preliminary Design of OTA**

OPT shall perform preliminary design of OTA buoy and a mass mock-up for the acoustic sensor arrays. The requirements set forth in the OTA requirements document shall be used in the buoy design except under mutual agreement. A preliminary design data package shall be prepared and a preliminary design review shall be conducted.

**Buoy (OPT Proprietary)**

OPT shall perform preliminary design of the enhanced PowerBuoy. The requirements set forth in the OTA requirements document shall be used in the buoy design. OPT shall implement enhancements to its existing PowerBuoy to improve the efficiency and increase the power output

to approximately [\*\*] in Sea State 3. It is expected, but not required, that these modifications will include:

- Addition of [\*\*]
- Implementation of advanced control algorithms
- Improved [\*\*] hydrodynamics
- Improved Power Take-Off system efficiency
- Other improvements

A preliminary design data package shall be prepared and a preliminary design review shall be conducted.

#### **Anchor and Riser Subsystem Design Support**

OPT shall support the Navy with design of the anchor and riser subsystem. The output of this task shall be an engineering report.

#### **Deployment and Recovery Equipment**

OPT shall perform preliminary design of any required special fixtures and equipment needed for the deployment and recovery of the enhanced PowerBuoy. A preliminary design data package shall be prepared and a preliminary design review shall be conducted.

#### **Test Equipment**

OPT shall perform preliminary design of any required special fixtures and equipment needed to test the enhanced PowerBuoy. A preliminary design data package shall be prepared and a preliminary design review shall be conducted.

#### **Task 3.0 Detailed Design of OTA**

OPT shall perform detailed design of the OTA buoy and a mass mock-up for the acoustic sensor array. The requirements set forth in the OTA requirements document shall be used in the buoy design except under mutual agreement. A detailed design data package shall be prepared and a final design review shall be conducted.

#### **Buoy (OPT Proprietary)**

OPT shall perform final, detailed design of enhanced PB40. The requirements set forth in the OTA requirements document shall be used in the buoy design except under mutual agreement.

A final design data package shall be prepared and a final design review shall be conducted.

### **Anchor and Riser Subsystem**

OPT shall support the Navy with design of the anchor and riser subsystem. The output of this task shall be an engineering report.

### **Deployment and Recovery Equipment**

OPT shall perform final, detailed design of any required special fixtures and equipment needed for the deployment and recovery of the enhanced PowerBuoy. A detailed design data package shall be prepared and a detailed design review shall be conducted.

### **Test Equipment**

OPT shall perform final, detailed design of any modifications to existing fixtures and equipment needed to test the enhanced PowerBuoy. A detailed design data package shall be prepared and a detailed design review shall be conducted.

### **Task 4.0 Fabrication of OTA Equipment**

#### **Enhanced PB40 Buoy Fabrication**

OPT shall fabricate its enhanced PowerBuoy with the required modifications identified in Task 4.3.

#### **Anchor and Riser Fabrication**

The US Navy will procure and fabricate the various components of the mooring subsystem.

### **Task 5.0 Acceptance Testing of OTA PowerBuoy Subsystems**

OPT shall perform acceptance testing of the OTA PowerBuoy subsystems to verify functionality and critical performance, where possible.

### **Task 6.0 System Staging, Deployment and Retrieval of OTA (US Navy)**

OPT shall be responsible for delivering the OTA to the staging area and readying it for deployment. Final system testing at the staging area will be conducted to check functionality of subsystems and to insure mechanical system tolerances and key moving components are to specification. Integration of the control system with cables and connectors to the PowerBuoy will be performed.

Prior to deployment, OPT will participate in an on-site review with members of the project team that covers the objectives, methods, equipment, safety, and contingency procedures intended with respect to the installation and test plans.

OPT will support the Navy in the deployment and eventual retrieval of the OTA system. The test site shall be selected in consultation with ONR. Considerations will include the water depth and availability of deployment vessels. The target water depth will be approximately [\*\*]. A test site near Oahu, Hawaii is presently assumed.

### **Task 7.0 Technical Support for Sea Trial of OTA**

OPT shall provide technical support during the sea trial anticipated to be up to two months. During that time period data from the PowerBuoy systems operations will be collected and entered into OPT's operational database. Many parameters may be monitored electronically from sensors located throughout the system via the data acquisition system.

Data will also be obtained from visual inspections of the buoy and mooring components to check for corrosion, marine growth and wear. In addition, data from Navy or other independent wave monitoring device will be collected.

OPT will review the data and make recommendations for enhancements that can be implemented during the testing.

### **Task 8.0 Sea Trial Test Results — Data Analysis**

#### **Test Results**

After completion of the sea trial test, OPT shall analyze the recorded data to identify trends, anomalies and key operational performance and compare it to expected results. Some of the analysis will be conducted by statistical and event mapping of data. Based on this analysis, OPT shall make recommendations to optimize the PowerBuoy design for the ADM application and follow-on systems.

#### **Recommendations for Transition to ADM**

Upon completion of the ocean test and subsequent data analysis, OPT shall identify improvements to transition to the ADM and develop a cost model for it. OPT shall also identify any additional development or risk mitigation work that needs to be performed in order to successfully transition from the OTA to the ADM.

### **Task 9.0 Program Management**

A Program Manager shall be assigned to the program. The Program Manager will provide the technical direction, monitor and direct the daily technical aspects of the program and coordinate the specialized talents of management, engineering, finance, manufacturing, and quality assurance with the following tasks:

- Program Planning, Tracking and Technical Management — The OPT Program Manager shall be responsible for resource assignment, technical direction, task direction and schedule management. OPT will notify the government when the project reaches 75% cost expenditure.
- Program Meetings — The OPT Program Manager shall direct the program meetings which are established to coincide with key technical milestones.

- Progress Reports — OPT Program Manager shall prepare and distribute the minutes from Review Meetings, Monthly Progress Reports, and Major Technical Reports in accordance with the Contract Data Requirements List (CDRL) Items.

The OPT administrative staff will provide the financial and contractual support.

Period of Performance: 18 Months after receipt of order (ARO)

Deliverables:

Monthly Progress Reports  
OTA Test Plan and Procedures  
Preliminary Design Data Package  
Final Design Data Package  
Engineering Report  
Detailed Design Data Package  
Recommendation Report  
Final Report



| REPORT DOCUMENTATION PAGE  |             |                | Form Approved<br>OMB No. 0704-0188     |                              |   |
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**FINANCIAL ACCOUNTING DATA SHEET — NAVY**

1. CONTRACT NUMBER (CRITICAL)  
N0001407C0617

2. SPIIN (CRITICAL)

3. MOD (CRITICAL)

4. PR NUMBER 07PR06213-00

6. LINE OF ACCOUNTING

| CLIN/SLIN | A.<br>ACRN<br>(CRITICAL) | B.<br>APPROPRIATION<br>(CRITICAL) | C.<br>SUBHEAD<br>(CRITICAL) | D.<br>OBJ<br>CLA | E.<br>PARM | F.<br>RFM | G.<br>SA | H.<br>AAA<br>(CRITICAL) | I.<br>IT | J.<br>PAA | K.<br>COST CODE |     |               | 7.<br>AMOUNT<br>(CRITICAL) | NAVY INTERNAL<br>USE ONLY REF<br>DOC/ACRN |
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|           |                          |                                   |                             |                  |            |           |          |                         |          |           | PROJ<br>UNIT    | MCC | PDLI<br>& SUF |                            |   |
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Press Release Dated June 7, 2007

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## NEWS RELEASE

**Ocean Power Technologies, Inc.**  
1590 Reed Road  
Pennington, New Jersey 08534  
USA

*For Immediate Release*

June 7, 2007

### **OPT WINS NEW CONTRACT WITH US NAVY**

Ocean Power Technologies, Inc. (Nasdaq: OPTT and London Stock Exchange AIM: OPT) (“OPT” or the “Company”) announced today that it has been awarded a US \$1.7 million contract from the US Navy to provide its PowerBuoy® technology to a unique program for ocean data gathering. The Navy’s Deep Water Acoustic Detection System (“DWADS”) program is designed to utilize sophisticated data gathering and communications systems.

This advanced technology program has prospective applications which include vessel tracking for homeland security, and utilizes wide-area unattended sensor networks. Under this contract, the Navy will ocean test OPT’s autonomous PowerBuoy as the power source for the DWADS program. In addition, OPT will support the Navy’s ocean test procedures in the areas of mooring design, at-sea operations and deployment. OPT’s performance under this contract will commence in June 2007, and is expected to continue over an eighteen-month period.

Dr. George W. Taylor, Chief Executive Officer of OPT, stated, “We are very pleased to have been selected by the Navy for this ocean test of our autonomous PowerBuoy technology and to support this important program. It builds on our prior experience in deep-water power source applications, and we believe that the advanced control features of the PowerBuoy will make a unique contribution to the success of the Navy’s initiatives.”

#### **About Ocean Power Technologies**

Ocean Power Technologies, Inc. develops and is commercializing proprietary systems that generate electricity by harnessing the renewable energy of ocean waves. The Company’s PowerBuoy® system is based on modular, ocean-going buoys, which have been ocean tested for nearly a decade. The waves move the buoy-like structure creating mechanical energy that the Company’s proprietary technologies convert into electricity.

#### **For Further information, please contact:**

##### **Ocean Power Technologies, Inc**

Dr. George W. Taylor, Chief Executive Officer  
Charles F. Dunleavy, Chief Financial Officer

Telephone: +1 609 730 0400  
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