

SUBSUBCONTRACT WORK ORDER PROCEDURE
(Labor-Hour/T&M Subcontract)

1.0 DEFINITION

- 1.1 A Subcontract Work Order (SWO) is a unilateral document issued by JPL to begin, authorize, or define a Subcontractor's specific effort in implementing work under the basic Subcontract for support services.
- 1.2 A SWO Supplement is a unilateral document issued by JPL, which modifies or terminates an active SWO. Each supplement bears the number of the original SWO, and a modification number, as appropriate.

2.0 PROCEDURE

- 2.1 SWOs will be issued on a SWO form (either form JPL 1513-S, "Subcontract Work Order," or a form tailored for a particular Subcontract), a copy of which is attached to this Exhibit.
- 2.2 All SWOs issued will:
 - 2.2.1 Be on the prescribed form and numbered consecutively.
 - 2.2.2 Describe the services and the labor classification to be provided.
 - 2.2.3 State the work start and completion dates.

3.0 AUTHORIZATION

- 3.1 All SWOs and supplements will be issued by the cognizant JPL Subcontracts Manager.
- 3.2 On receipt by the Subcontractor of an authorized SWO, the Subcontractor will start work.

4.0 LIMITATION OF OBLIGATION

- 4.1 In addition to the provisions of paragraphs (e) and (f) of the GENERAL PROVISIONS of this Subcontract entitled "Timekeeping and Payments," the following provisions shall apply to each Subcontract Work Order (SWO) issued under this Subcontract:
 - 4.1.4 The Institute shall not be obligated to pay the Subcontractor any amount in excess of the Estimated Expenditure set forth on each SWO and the Subcontractor shall not be obligated to continue performance of the work described in such SWO or to otherwise incur costs in excess of such Estimated Expenditure, unless and until

JPL shall have issued a written SWO Supplement increasing such Estimated Expenditure.

4.1.5 If at any time the Subcontractor has reason to believe that the costs for performance of work described in a SWO will exceed the Estimated Expenditure of such SWO, it shall immediately notify the cognizant JPL Subcontract Negotiator to that effect, giving its revised estimate of the total cost to perform the work. Such notification may first be given verbally, but shall be confirmed in writing if JPL requests written confirmation thereof.

4.2 The cumulative total expenditure for all SWOs issued under this Subcontract shall not exceed the ceiling price as set forth in Article 3, paragraph (1) and nothing contained herein shall obligate JPL to reimburse the Subcontractor for any amount in excess of the ceiling price.

5.0 REIMBURSEMENT OF COSTS

5.1 In addition to the provisions of paragraphs (a) of the GENERAL PROVISIONS of this Subcontract entitled "Timekeeping and Payments," the Subcontractor shall be reimbursed for overtime hours, travel expenses and Other Direct Costs only as authorized in Article 3 and in each SWO issued under this Subcontract.

