



**THE CALIFORNIA INSTITUTE OF TECHNOLOGY  
JET PROPULSION LABORATORY**

**GENERAL PROVISIONS (GPs) SET FOR:  
ARCHITECT-ENGINEER SUBCONTRACT**  
(located at: <https://acquisition.jpl.nasa.gov/tc/>)

<b>GOVERNMENT SUBCONTRACT</b>	
<p><i>This Subcontract is entered into by the <b>Jet Propulsion Laboratory (JPL)</b> and the <b>Subcontractor</b> in support of a U.S. Government Contract. JPL is a Federally-Funded Research &amp; Development Center (FFRDC) per FAR 35.017, and is an operating division of the California Institute of Technology (“Caltech”), a private nonprofit educational institution.</i></p>	
<p><i>As used in the clauses referenced below and throughout this subcontract:</i></p> <ul style="list-style-type: none"> <li>• <i>Federal Acquisition Regulation (FAR) 52.202-1 (NOV 2013) “Definitions” is incorporated by reference.</i></li> <li>• <i>The term “JPL Subcontracts Manager” means a person with the authority to enter into, administer and/or terminate Subcontracts and make related determinations and findings.</i></li> <li>• <i>The following terms shall have the meaning set forth in FAR 2.101: “Agency head” (or “head of agency”), “commercial component,” “component,” “commercial item,” and “nondevelopmental item.”</i></li> </ul>	
<p><i>The Subcontractor shall comply with all applicable laws.</i></p>	

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**SECTION A: GENERAL PROVISIONS WITH FULL TEXT**

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## ARCHITECTURAL DESIGNS AND DATA – JPL AND GOVERNMENT RIGHTS

The Government and JPL may duplicate, use and disclose in any manner and for any purpose, and have others so do, all data, such as, for example, drawings, designs, specifications, architectural designs of buildings and structures, notes and other architect-engineer work produced in the performance of this Subcontract, or in contemplation thereof, and all as-built drawings produced after completion of the work, and without additional cost to JPL or the Government; and with respect thereto the Subcontractor agrees to and does hereby grant to JPL and the Government a non-exclusive, irrevocable, royalty-free license throughout the world for governmental purposes to use, publish, translate, reproduce, deliver, perform, dispose of, and authorize others so to do, all such data which the Subcontractor may cover by copyright and all architectural designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. With regard to copyrighted material, any copyright license required in order to perform work under this lower-tier subcontract is freely transferable to any successor-in-interest of JPL, a successor Subcontractor to operate JPL, or the Government.

The Subcontractor shall use due care not to deliver or include in data produced or used in the performance of this Subcontract any copyrighted data not licensed hereunder without the prior written approval of JPL and the Contracting Officer, unless it provides the written permission of the copyright owner for the uses specified herein. The Subcontractor for a period of three years after completion of the project agrees to provide access to all such data on the request of JPL or the Government.

## ASSIGNMENT OF RIGHTS

- (a) The Subcontractor may assign its rights to be paid amounts due or to become due because of this Subcontract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any such assignment or reassignment shall be subject to the following conditions:
  - (1) Any assignment or reassignment shall cover all amounts payable under this Subcontract, and not paid as of (i) the effective date of assignment or (ii) the date JPL receives written notice of the assignment, whichever is later.
  - (2) No assignment may be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Subcontract.
  - (3) Two copies of the notice of assignment, signed by the Subcontractor, shall be furnished to JPL, Attn: (i) Travel and Invoice Management Section, and (ii) JPL Subcontracts Manager.
  - (4) If a party other than the Subcontractor provides JPL with a notification that the amount due or to become due under this Subcontract has been assigned and that payment is made to the claimed assignee, JPL may withhold any payments due and payable under the Subcontract until JPL is furnished with either (i) verification or denial of assignment from the Subcontractor or (ii) reasonable proof that the assignment has been made.
  - (5) The Subcontractor shall not furnish or disclose to any assignee under this Subcontract any classified document (which term includes this Subcontract if access to classified material is authorized under this Subcontract) or information pertaining to classified work under this Subcontract unless JPL authorizes such action in writing.
  - (6) No assignment may be made which includes, either specifically or by implication, any delegation of the Subcontractor's duty to perform the services or provide the supplies required by this Subcontract unless such assignment and delegation is consented to by JPL in accordance with the clause "Delegation of Duties" below.

## AUTHORITY OF JPL REPRESENTATIVES

- (a) No request, notice, authorization, direction, release of liability or order received by the Subcontractor and issued either pursuant to a clause of this Subcontract, to a clause of any document incorporated in this Subcontract by reference, or otherwise, shall be binding upon either the Subcontractor or JPL unless issued or ratified in writing by the JPL Subcontracts Manager, the JPL Acquisition Division Manager or by representative(s) designated in writing by either of them. Designations of authorized representatives shall define the scope and limitations of the authorized representatives' authorities.

- (b) The Subcontractor shall immediately notify, in writing, the JPL Subcontracts Manager whenever a request, notice, authorization, direction, or order has been received from a representative of JPL other than the JPL Subcontracts Manager which, but for the lack of authorization on the part of the issuing JPL representative, would: (i) effect a change within the meaning of the "Changes" clause; (ii) increase or decrease the Subcontract amount or amount allotted to this Subcontract; or (iii) otherwise be the basis for assertion of a claim by the Subcontractor under any clause of the Subcontract.

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

*(Work performed outside the United States is exempt from the requirements of this clause.)*

- (a) Subcontractor agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12101, et. seq.) and all implementing regulations.
- (b) Subcontractor agrees that it will be responsible to the Government and JPL for, and will indemnify and hold harmless the Government and JPL, its trustees, officers, and employees from any loss, cost, damage, expense or liability or suit therefore, by reason of actual or alleged property damage or personal injury of whatever kind or character, arising out of, or in connection with performance of the requirements of Paragraph (a) above by the Subcontractor or any of its lower-tier subcontracts, however the same may be caused, excepting only such loss, cost, damage, expense or liability attributable to the sole or contributory active negligence of the Government or of JPL, its trustees, officers, or employees.
- (c) Subcontractor agrees to insert this provision, including this Paragraph (c), in all lower-tier subcontracts and purchase orders hereunder.

**CONTRACTUALLY REQUIRED NOTICES**

Unless otherwise specified in this Subcontract, any notice which the Subcontractor is required to provide to JPL under any provision of this Subcontract shall be directed to the Manager, Acquisition Division, JPL, or the Acquisition Division Manager's authorized representative.

**DATA REMOVAL FROM COMPUTERS AND ELECTRONIC DEVICES**

The Subcontractor shall archive all data required to be retained pursuant to the terms of this Subcontract (including, but not limited to, the General Provisions, Additional General Provisions, Alterations to General Provisions and Special Provisions). The Subcontractor shall completely sanitize (e.g., overwrite, degauss or destroy) all media containing data in all computers and other electronic devices and permanently delete all non-transferable licensed software before such computers or other electronic devices leave the control of the Subcontractor by transfer or disposal. All data, including computer software, provided by JPL, derived from JPL data, or owned by the Government or JPL pursuant to this Subcontract shall be permanently deleted from Subcontractor controlled computers or electronic devices before leaving the control of the Subcontractor. The Subcontractor shall submit to JPL a written certification that the above sanitization requirements have been satisfied and the date of such action.

**DELEGATION OF DUTIES**

The Subcontractor is prohibited, without prior written JPL consent, from delegating any part of the duties required of it by this Subcontract; provided, however, that nothing contained herein shall be deemed to prohibit the Subcontractor from placing purchase orders and lower-tier subcontracts, subject, however, to the clause of this Subcontract entitled "Lower-tier Subcontracts." Delegation of duties without such consent is void.

**DISPUTES**

Any subcontract dispute which is not resolved by agreement of the parties may be settled by appropriate legal proceedings in a court of competent jurisdiction in the State of California. The Subcontractor shall proceed diligently with the performance of this subcontract during the litigation proceedings and any appeal. Each party shall be responsible for paying its own attorney's fees.

## ELECTRICAL EQUIPMENT ACQUISITION

*Applicable if: the Subcontract involves acquisition of off-the-shelf electrical equipment for delivery to or use by JPL or its designees.*

The electrical equipment being provided by the Subcontractor under this Subcontract shall be listed by Underwriters Laboratory, Factory Mutual Insurance Association, Canadian Standards Association, or similar organization of recognized standing. In the event that the equipment does not carry an appropriate approval, the individual components making up the item must be listed. Proof of listing shall be provided with delivery of the equipment in the form of accompanying data or labels. Any item not conforming to these requirements may be returned to the Subcontractor at the Subcontractor's expense. The Subcontractor agrees to require lower-tier subcontractors, if any, which supply electrical equipment for delivery to or use by JPL or its designees to comply with this clause.

## ELECTRONICALLY TRANSMITTED COPIES

This Subcontract or modification(s) thereof may be executed in duplicate with each Party signing one original and providing a facsimile (fax) or other electronic copy of the signature page to the other Party. The Party receiving the electronically transmitted copy shall acknowledge receipt of the electronically submitted copy. Each Party agrees to make its document with the original signature available to the other Party upon request. The Parties further agree that the electronically transmitted copy shall be treated as if it were an original signature and neither Party shall contest the validity of this Subcontract or modification(s) based on the use of electronically transmitted copies of the signature page.

## GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA

(a) *Definitions.* As used in this clause—

“Government-furnished computer software” or “GFCS” means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or Government purpose license rights thereto; and (2) subsequently furnished to the Subcontractor for performance of a JPL Subcontract.

“Computer software,” “data” and “technical data” have the meaning provided in the Federal Acquisition Regulation (FAR) Subpart 2.1- “Definitions,” and the “Rights in Data—General” clause (FAR 52.227-14).

(b) The Government through JPL will furnish to the Subcontractor the GFCS described in this Subcontract or in writing by the Government through the JPL Subcontracts Manager. The Government through JPL will furnish related technical data needed for the intended use of the GFCS.

(c) Use of GFCS and related technical data. The Subcontractor shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this Subcontract unless otherwise provided for in this Subcontract or approved by the JPL Subcontracts Manager.

(1) The Subcontractor shall not, without the express written permission of the Contracting Officer through the JPL Subcontracts Manager, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this Subcontract.

(2) The Subcontractor shall not modify or enhance the GFCS except as required pursuant to the performance of work under this Subcontract. If the GFCS is modified or enhanced pursuant to this Subcontract, the Subcontractor shall provide to JPL the complete source code, if any, of the modified or enhanced GFCS.

(3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this Subcontract shall be defined by the FAR “Rights in Data-General” clause.

(4) The Subcontractor may provide the GFCS, and any modified or enhanced versions thereof, to lower-tier subcontractors as required for the performance of work under this Subcontract. Before release of the GFCS, and any modified or enhanced versions thereof, to such Subcontractors (at any tier), the Subcontractor shall insert, or require the insertion of, this clause, including this Paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Subcontractor “lower-tier subcontractor” is substituted for the Subcontractor so that the lower-tier subcontractor has all rights and obligations of the Subcontractor in the clause.

- (d) The JPL Subcontracts Manager may by written notice, at any time—
  - (1) Increase or decrease the amount of GFCS under this Subcontract;
  - (2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Subcontractor for JPL under this Subcontract;
  - (3) Withdraw authority to use the GFCS or related technical data; or
  - (4) Instruct the Subcontractor to return or dispose of the GFCS and related technical data.
- (e) *Title to or license rights in GFCS.* The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to JPL.
- (f) *Waiver of Claims and Indemnification.* The Subcontractor agrees to waive any and all claims against JPL and the Government, and shall indemnify and hold harmless the agents of the Government and JPL, and their employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by the Subcontractor or by any person to whom the Subcontractor has, without authorization, released or disclosed such GFCS or related technical data. JPL and the Government make no warranty with respect to the serviceability and/or suitability of the GFCS for Subcontract performance. In addition, equitable adjustments shall be made in accordance with the procedures of the "Changes" clause in the event of a delivery of Government-furnished computer software to the Subcontractor in a condition not suitable for its intended use.

#### INSURANCE AND INDEMNIFICATION – A-E

- (a) This clause is applicable if the performance of this Subcontract includes activities which could endanger third party non-Subcontractor personnel or this Subcontract requires work on premises under the control of JPL.
- (b) Insurance. The Subcontractor shall purchase from and maintain in a company or companies lawfully licensed and admitted in a state of the United States and maintain during the policy term a minimum A.M. Best Rating Requirement of at least A-XIII or better, such insurance as will protect the Subcontractor from claims set forth below which may arise out of or result from the Subcontractor's operations under the Subcontract and for which the Subcontractor may be legally liable, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All policies for such insurance shall include, in addition to the Subcontractor's interest, the respective interests of NASA and Caltech/JPL by naming them as additional insured by way of endorsement under all coverages described below except Workers' Compensation and Employer's Liability. Such additional insured shall not be obligated to pay any amounts including, but not limited to, deductibles, self-insured retentions, co-pays and the like. The required policies and provisions are as follows:
  - (1) Workers' Compensation and Employer's Liability Insurance (WC 00 00 00 C or its equivalent) providing coverage for the Subcontractor as required by applicable Federal and State workers' compensation and occupational disease statutes where the Work is performed and Employer's Liability insurance on an "occurrence" basis with an aggregate policy limit of not less than the following: Bodily Injury by Accident, One Million Dollars (\$1,000,000) each accident; Bodily Injury by Disease, One Million Dollars (\$1,000,000) each employee; Bodily Injury by Disease, One Million Dollars (\$1,000,000) annual aggregate The workers compensation policy shall include a waiver of subrogation in favor of JPL.
  - (2) Commercial General Liability Insurance (CG 0001 04 13 or its equivalent) including coverage for products, completed operations, premises liability, personal and advertising injury and contractual liability, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence and Two Million Dollars (\$2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence or in the aggregate for any incident which occurs during the policy period, regardless of when the claim is filed. Commercial Automobile Liability Insurance (CA 00 01 10 13 or its equivalent) covering all hired, owned and non-owned vehicles used by or on behalf of the Subcontractor with combined single limits of Two Million Dollars (\$2,000,000) per accident.

- (3) For Professional Service Providers, they shall maintain Errors and Omissions Insurance including coverage for personal injury, death, property damage, and contractual liability for a combined coverage limit of not less than Two Million Dollars (\$2,000,000) for each occurrence (Five Million Dollars [\$5,000,000] in the aggregate) which occurs during the policy period, regardless of when the claim is filed. Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Subcontractor shall require that the aforementioned professional liability insurance coverage language also be incorporated into its lower-tier subcontract with any other entity with which it contracts for professional services.
- (c) Insurance Endorsements. Without prejudice to Subcontractor's liability to indemnify JPL as stated in the Indemnification provision of this Subcontract, before commencing work under this Subcontract, the Subcontractor shall, at its own expense, furnish (i) certificates of insurance for the coverages specified herein, and (ii) an additional insured endorsement naming NASA and Caltech/JPL as additional insureds for the coverage specified in (a) above, including waiver of subrogation. Such endorsement shall provide that the required insurance shall be effective for the duration of the Subcontract. Such endorsement shall (i) cover contractual liability assumed under this Subcontract, and (ii) be primary and non-contributing to any insurance procured by JPL.
- (d) Indemnification. The Subcontractor will indemnify, immediately defend and hold harmless NASA and Caltech/JPL from any loss, cost, damage, expense or liability, including attorney's fees, or any suit therefore, by reason of actual or alleged claims of any kind, including, but not limited to, property damage or personal injury of whatever kind or character, arising out of or in connection with the performance of work hereunder, however caused, including any alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, but excepting only a duty to indemnify to the extent such loss, cost, damage, expense or liability is attributable to the sole negligence or willful misconduct of NASA, Caltech/JPL or its employees.
- (e) Lower-tier subcontracts. The Subcontractor shall insert the substance of this clause, including this paragraph (e), in any and all lower-tier subcontracts under this Subcontract if the performance of the lower-tier subcontract includes activities which could endanger third-party non-lower-tier subcontractor personnel or if the lower-tier subcontract requires work on premises under the control of JPL.
- (f) This clause shall be interpreted pursuant to California law.

#### **LOWER-TIER SUBCONTRACTS**

- (a) JPL reserves the right to require submission of any lower-tier subcontract or purchase order, and related documentation, for advance consent; in such cases, JPL may, in its discretion, ratify in writing any lower-tier subcontract, and such ratification shall constitute consent.
- (b) The Subcontractor agrees that no lower-tier subcontract placed under this Subcontract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type lower-tier subcontracts shall not exceed the fee limitations in Part 15.404 of FAR and any corresponding implementing or supplementing clauses in the NFS, unless approved by JPL.
- (c) The Subcontractor shall give JPL immediate notice in writing of any action or suit filed and prompt notice of any claim made against the Subcontractor by any lower-tier subcontractor or supplier which, in the opinion of the Subcontractor, may result in litigation related in any way to this Subcontract with respect to which the Subcontractor may be entitled to reimbursement from JPL.
- (d) JPL may, in its discretion, specifically approve in writing any of the terms and conditions of a purchase order or lower-tier subcontract. However, such approval or the consent of JPL obtained as required by this clause shall not be construed to constitute a determination (i) of the acceptability of any lower-tier subcontract terms and conditions; (ii) of the allowability of any cost under this Subcontract; or (iii) to relieve the Subcontractor of any responsibility for performing this Subcontract.

#### **LOWER-TIER SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS**

Any lower-tier subcontractors and outside associates or consultants required by the Subcontractor in connection with the services covered by the Subcontract will be limited to individuals or firms as are specifically set forth in the Schedule

of this Subcontract. The Subcontractor shall obtain JPL's written consent before making any substitution for these lower-tier subcontractors, associates, or consultants.

#### **METHOD OF PAYMENT**

- (a) Estimates shall be made monthly of the amount and value of the work and services performed by the Subcontractor under this Subcontract that meet the standards of quality established under this Subcontract. The estimates shall be prepared by the Subcontractor and accompanied by any supporting data required by JPL.
- (b) Upon approval of the estimate by JPL, payment upon properly executed invoices shall be made to the Subcontractor, as soon as practicable, of 90% of the amount, less all previous payments. Also, whenever JPL determines that the amount retained is in excess of the amount adequate for the protection of JPL, JPL may release the excess amount to the Subcontractor.
- (c) Upon satisfactory completion by the Subcontractor and acceptance by JPL of the work done by the Subcontractor under this Subcontract, the Subcontractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work.
- (d) JPL may elect to either send payments to the Subcontractor by mail or require the Subcontractor to accept electronic payments. Payment shall be deemed to have been made on the date the check is mailed or the date of payment by electronic funds transfer.
- (e) Before final payment under the Subcontract, or before settlement upon termination of the Subcontract, and as a condition precedent thereto, the Subcontractor shall execute and deliver to JPL a release of claims against JPL arising under or by virtue of this Subcontract, other than any claims that are specifically excepted by the Subcontractor from the operation of the release in amounts stated in the release.
- (f) If the Subcontractor fails to return the release described in (d) above with the release either executed for the amount determined by JPL or with a different amount within 60 days of JPL's request, JPL may make final payment in the amount determined by JPL and the release (for the JPL-determined amount) described in (d) above will be deemed to have been executed and delivered by the Subcontractor.

#### **ORDER OF PRECEDENCE**

- (a) The rights and obligations of the parties of this Subcontract shall be subject to and governed by the Schedule, the General Provisions (the term "General Provisions" includes any "Additional General Provisions"), and any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise.
- (b) To the extent of any inconsistency between (i) the Schedule, other than the Alterations Clause, (ii) the Alterations Clause in the Schedule, and (iii) the GPs, the inconsistency will be resolved in the following order of priority:
  - (1) The Alterations Clause.
  - (2) The GPs not altered.
  - (3) The Schedule, other than the Alterations Clause.
- (c) To the extent of any inconsistency between:
  - (1) The Schedule, other than any proposals, specifications or other documents or provisions which are made a part of this Subcontract by reference or otherwise, in the Schedule or the General Provisions, and
  - (2) Any proposals, specifications or other documents or clauses which are made a part of this Subcontract by reference or otherwise in the Schedule or the General Provisions,
  - (3) (c)(1) has order of precedence over (c)(2).
- (d) All clauses of this Subcontract that are required by their terms to be included in lower-tier subcontracts shall be required by the Subcontractor to take precedence in the lower-tier subcontract over any other clauses.



**PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT  
IN SUBCONTRACT PERFORMANCE**

The Subcontractor, its employees, agents and lower-tier subcontractors, shall not use privately owned (noncommercial) aircraft in the performance of this Subcontract without prior approval of the JPL Subcontracts Manager. Any request for approval to use privately owned aircraft must include a certificate of insurance as evidence that the Subcontractor has in effect Aircraft Liability Insurance coverage of not less than \$5,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence. The Subcontractor shall be required as a condition of JPL's approval to submit an endorsement naming Caltech and JPL as an additional insured in such aircraft liability insurance policy. The Subcontractor shall include this clause in any lower-tier subcontract involving travel subject to JPL approval or requiring that the lower-tier subcontractor utilize a privately owned (noncommercial) aircraft.

**RELEASE OF INFORMATION**

(This clause does not apply if the clause entitled "Release of Information - Preliminary Engineering Report (PER)" is applicable.)

- (a) The Subcontractor agrees that all information released by the Subcontractor for publicity or promotional purposes (e.g., news and photo releases, exhibit copy, motion picture scripts, and advertising copy) directly related to the Subcontractor's work with and for JPL will be submitted to JPL for review for technical accuracy prior to issuance. (See form JPL 1737, "Release of Information.")
- (b) The Subcontractor agrees to insert this clause including this paragraph (b) in all lower-tier subcontracts.

**RELEASE OF INFORMATION – PRELIMINARY ENGINEERING REPORT (PER) SUBCONTRACTS**

*(This clause applies only if this Subcontract requires the Subcontractor to prepare a Preliminary Engineering Report [PER] and supersedes the clause entitled "Release of Information.")*

The Subcontractor agrees not to make, or cause to be made, or permit any of its lower-tier subcontractors to make, any public disclosure whatsoever relative to this Subcontract or any lower-tier subcontract (including any information generated there under), without first submitting three copies of the text of such planned disclosure to JPL, to the attention of the Subcontracts Manager and awaiting receipt of written approval from JPL concerning the manner, degree and extent of such public disclosure. The Subcontractor further agrees to be bound by the decision of JPL in such matters.

**REQUIRED NOTICES**

Unless otherwise specified in this Subcontract, any notice which the Subcontractor is required to provide to JPL under any clause of this Subcontract shall be directed to the JPL Subcontracts Manager or the Manager, Acquisition Division, JPL, or their authorized representatives.

**REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

(Does not apply: Outside the United States and its outlying areas, or in a State or outlying area of the United States that does not have registration requirements for the particular field involved)

The design of architectural, structural, mechanical, electrical, civil or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in the State of California.

**RESPONSIBILITY OF THE ARCHITECT-ENGINEER SUBCONTRACTOR**

- (a) The Subcontractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Subcontractor under this Subcontract. The

Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- (b) Neither JPL's review, approval or acceptance of, nor payment for, the services required under this Subcontract shall be construed to operate as a waiver of any rights under this Subcontract or of any cause of action arising out of the performance of this Subcontract, and the Subcontractor shall be and remain liable to JPL in accordance with applicable law for all damages to JPL or the Government caused by the Subcontractor's negligent performance of any of the services furnished under this Subcontract.
- (c) The rights and remedies of JPL provided for under this Subcontract are in addition to any other rights and remedies provided by law.
- (d) If the Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA**

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Subcontracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This Subcontract may use restricted funding that was appropriated on or after April 25, 2011. The Subcontractor shall not contract with China or Chinese-owned companies for any effort related to this Subcontract except for acquisition of commercial and non-developmental items. If the Subcontractor anticipates making an award to China or Chinese-owned companies, the Subcontractor must contact the Contracting Officer through the Subcontracts Manager to determine if funding on this Subcontract can be used for that purpose.
- (d) The Subcontractor represents that the Subcontractor is not China or a Chinese-owned company.
- (e) Lower-tier subcontracts - The Subcontractor shall include the substance of this clause in all lower-tier subcontracts made hereunder.

#### **TERMINATION FOR ARCHITECTS AND ENGINEERS**

- (a) JPL may terminate this Subcontract in whole or, from time to time, in part, for the convenience of the Government or JPL or because of the failure of the Subcontractor to fulfill the Subcontract obligations. JPL shall terminate by delivering to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall:
  - (1) Immediately discontinue all services affected (unless the notice directs otherwise); and
  - (2) Deliver to JPL all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Subcontract, whether completed or in process.
- (b) If the termination is for the convenience of JPL, an equitable adjustment in the Subcontract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- (c) If the termination is for failure of the Subcontractor to fulfill the Subcontract obligations, JPL may complete the work by Subcontract or otherwise and the Subcontractor shall be liable to JPL for any additional cost for completion of the work.
- (d) If, after termination for failure to fulfill Subcontract obligations, it is determined that the Subcontractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of JPL. The rights and remedies of JPL provided in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

## SECTION B

### The Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) clauses on the following pages are incorporated by reference with the same force and effect as if they were given in full text

The FAR/NFS clauses listed below shall be suitably revised to identify the contracting and other parties to address the proper intent of the clause, except as shown in the notes associated with the clause. The following guidelines help illustrate:

- “contract” means “subcontract”
- “contractor” means “subcontractor”
- “subcontract” means “lower-tier subcontract”
- “subcontractor” means “lower-tier subcontractor”
- “Contracting Officer” means “JPL Subcontracts Manager”
- “Government” means “JPL”

As an exception to the above, the terms “Government” and “Contracting Officer” do not change when a right, act, authorization or obligation can be granted or performed only by the Government or Contracting Officer or his/her duly-authorized representative.

Unless otherwise noted below, the following terms are to remain unchanged: “U.S.,” United States,” “U.S. Government,” “United States Government,” “Federal,” and “Federal Government”

<b>FAR and NFS Clauses Incorporated into this Subcontract by Reference</b> (all references are FAR Clauses, unless preceded by “NFS”)	
Reference	Title and Date
<b>Applicable for all Subcontract Dollar Values</b>	
52.203-19	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b> (Jan 2017)
52.209-10	<b>Prohibition on Contracting with Inverted Domestic Corporations</b> (Nov 2015)
52.211-5	<b>Material Requirements</b> (Aug 2000) <i>Note 1: Applies for contracts for supplies that are not commercial items.</i> <i>Note 2: The term “Government” means “Government.”</i>
52.211-15	<b>Defense Priority and Allocation Requirements</b> (Apr 2008)
52.222-1	<b>Notice to the Government of Labor Disputes</b> (Feb 1997)
52.222-4	<b>Contract Work Hours and Safety Standards Act – Overtime Compensation</b> (May 2014) <i>Note 1: Applies to subcontracts subject to Contract Work Hours and Safety Standards statute (40 U.S.C. chapter 37) where employment of laborers and mechanics is involved.</i>
52.222-50	<b>Combating Trafficking in Persons</b> (Mar 2015) <i>Note 1: “Government” means “Government.”</i>
52.222-54	<b>Employment Eligibility Verification</b> (Oct 2015) <i>Note 1: Applies only when subcontractor or lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system.</i> <i>Note 2: “Government” means “Government.”</i> <i>Note 3: Delete ¶ (e) and replace with: “The Subcontractor shall include the requirements of this clause, including this Paragraph (e) (appropriately modified for identification of the parties), in each lower-tier subcontract when a lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system.”</i>
52.223-2	<b>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</b> (Sep 2013)

	<p>Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a> or 7 CFR part 3201.</p> <p>Note 2: ¶ (b) - replace <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a> with <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a>.</p>
52.223-3	<p><b>Hazardous Materials Identification and Material Safety Data</b> (Jul 1997)</p> <p>Note 1: Alt I (July 1995) applies.</p> <p>Note 2: Applies if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301.</p> <p>Note 3: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a> or 7 CFR part 3201.</p> <p>Note 4: Fill-in paragraph (b): to be determined</p>
52.223-7	<p><b>Notice of Radioactive Materials</b> (Jan 1997)</p> <p>Note 1: Applies if subcontract is for radioactive materials, as defined in the clause.</p> <p>Note 2: Add to paragraph (a): "30 days."</p>
52.223-11	<p><b>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons</b> (Jun 2016)</p> <p>Note 1: Applies to subcontracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.</p> <p>Note 2: "Ozone-depleting substances" is defined in the clause.</p>
52.223-12	<p><b>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners</b> (Jun 2016)</p> <p>Note 1: Applies to services when the subcontract includes the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers.</p>
52.223-15	<p><b>Energy Efficiency in Energy Consuming Products</b> (Dec 2007)</p>
52.223-17	<p><b>Affirmative Procurement EPA-Designated Items in Service and Construction Contracts</b> (May 2008)</p> <p>Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of EPA-designated items.</p>
52.225-13	<p><b>Restrictions on Certain Foreign Purchases</b> (Jun 2008)</p>
52.232-40	<p><b>Providing Accelerated Payments to Small Business Subcontractors</b> (Dec 2013)</p> <p>Note 1: Applies to all subcontracts and lower-tier subcontracts with small business concerns, including subcontracts and lower-tier subcontracts with small business concerns for the acquisition of commercial items.</p>
52.237-2	<p><b>Protection of Government Buildings, Equipment, and Vegetation</b> (Apr 1984)</p> <p>Note 1: Applies to services performed on Lab, unless a construction contract is contemplated</p> <p>Note 2: "Government" means "Government."</p>
52.242-14	<p><b>Suspension of Work</b> (Apr 1984)</p>
52.243-1	<p><b>Changes – Fixed Price</b> (Aug 1987)</p> <p>Note 1: Alt III (Apr 1984) applies.</p>
52.244-6	<p><b>Subcontracts for Commercial Items</b> (Nov 2017)</p>
52.245-1	<p><b>Government Property</b> (Jan 2017)</p> <p>Note 1: "Government" is unchanged in the phrases "Government Property," "Government-furnished," "Government-furnished property," "Government Material," &amp; "Government-owned."</p> <p>Note 2: "Government" means "Government" in the following: ¶ (a), (e)(1), (e)(2) (first occurrence), (e)(3)(i), (e)(3)(ii) (first occurrence), (f)(2), (j) (except (j)(6)(i), &amp; (m).</p> <p>Note 3: "Government" means "JPL and the Government" in the following: ¶ (g), (h), (j)(6)(i), &amp; (k)(4).</p> <p>Note 4: ¶ (a) - "agency" means "JPL."</p> <p>Note 5: "Termination Contracting Officer" means "JPL Subcontracts Manager."</p> <p>Note 6: "Government means "Government through JPL" in ¶ (k)(1),(2) &amp; (3).</p> <p>Note 7: "Government contract" means "Government contract or subcontract" in ¶ (j)(6)(i).</p>
52.245-9	<p><b>Use and Charges</b> (Apr 2012)</p> <p>Note 1: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 2: "Administrative Contracting Officer" means "Administrative Contracting Officer through the JPL Subcontracts Manager."</p> <p>Note 3: "Government" means "Government" when Government property is referenced.</p>

NFS: 1852.203-71	<b>Requirement to Inform Employees of Whistleblower Rights</b> (Aug 2014)
NFS: 1852.208-81	<b>Restrictions on Printing and Duplicating</b> (Nov 2004) <i>Note 1: The terms “documentation” referred to in paragraph (a), “printing” referred to in paragraph (b), and “production units” referred to in paragraph (c) pertain solely to “Government publications. “Government publications” is defined as: (1) reports intended primarily for internal use by the Government; and (2) reports or other materials of the type that the Government itself distributes to the public under an agency program. “Government publications” shall, unless subject to exemption under applicable regulations, be printed according to the requirements of 48 CFR Subpart 8.8 even though the distribution of these reports and materials may be effectuated by the Subcontractor for the Government.</i>
NFS: 1852.223-74	<b>Drug- and Alcohol-free Workforce</b> (Nov 2015) <i>Note 1: Applies in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items [see FAR Parts 2 and 12].</i>
NFS: 1852.242-70	<b>Technical Direction</b> (Sep 1993) <i>Note 1: “Contracting Officer Technical Representative (or COTR)” means “JPL Contract Technical Manager.”</i> <i>Note 2: ¶ (a) - In first sentence – Delete the words “who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.27”.</i> <i>Note 3: ¶ (a) - In last sentence - delete the words “in Section C of this contract” and replace with “of this subcontract.”</i>
<b>Applicable for Subcontract Values Greater than \$3,500</b>	
52.223-18	<b>Encouraging Contractor Policies to Ban Text Messaging While Driving</b> (Aug 2011)
<b>Applicable for Subcontract Values Greater than \$10,000</b>	
52.222-21	<b>Prohibition of Segregated Facilities</b> (Apr 2015)
52.222-26	<b>Equal Opportunity</b> (Sep 2016) <i>Note 1: “Contracting Officer” means “Contracting Officer.”</i> <i>Note 2: “Government” means “Government.”</i>
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act</b> (Dec 2010) <i>Note 1: Applies in every subcontract that and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.</i>
<b>Applicable for Subcontract Values Greater than \$15,000</b>	
52.222-36	<b>Equal Opportunity for Workers with Disabilities</b> (Jul 2014) <i>Note 1: Alt I (July 2014) applies.</i> <i>Note 2: Does not apply if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.</i>
<b>Applicable for Subcontract Values of \$30,000 or More</b>	
52.204-10	<b>Reporting Executive Compensation and First-Tier Subcontract Awards</b> (Oct 2016) <i>Note 1: Subcontractor shall report to the information required by (d)(2) and the executive compensation required by (d)(3), unless the Subcontractor is exempt.</i> <i>Note 2: The subcontractor is notified that unless otherwise exempt, all reported information as required by the clause will be made public.</i> <i>Note 3: “Government” means “Government.”</i> <i>Note 4: ¶ (a) - “Definitions” apply to this clause.</i>
52.209-6	<b>Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (Oct 2015) <i>Note 1: Does not apply to a subcontract for commercially available off-the-shelf items.</i> <i>Note 2: “Government” means “Government.”</i>

<b>Applicable for Subcontract Values of \$150,000 or More</b>	
52.203-7	<b>Anti-Kickback Procedures</b> (May 2014) Note 1: ¶(a) - "Definitions" apply. Note 2: ¶(c)(1) does not apply.
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b> (Oct 2010) Note 1: "Government" means "Government."
52.215-2	<b>Audits and Records – Negotiation</b> (Oct 2010) Note 1: Alt I (Mar 2009) applies. Note 2: Alt II (Aug 2016) applies. Note 3: Does not apply to the acquisition of commercial items exempted under FAR 15.403-1. Note 4: Applies for cost-reimbursement contracts with State and local Governments, educational institutions, and other nonprofit organizations. Note 5: "Government" means "Government." Note 6: "Contracting Officer" means "Contracting Officer" and "JPL."
52.219-8	<b>Utilization of Small Business Concerns</b> (Nov 2016) Note 1: Does not apply when: a. A personal services subcontract is contemplated [see FAR 37.104]; or b. The subcontract, together with all of its lower-tier subcontracts, will be performed entirely outside of the United States and its outlying areas.
52.222-35	<b>Equal Opportunity for Veterans</b> (Oct 2015) Note 1: Alt I (Oct 2015) applies. Note 2: Does not apply if work is performed outside the United States by employees recruited outside the U.S. Note 3: "Government" means "Government."
52.222-37	<b>Employment Reports on Veterans</b> (Feb 2016) Note 1: "Government" means "Government."
52.223-6	<b>Drug-Free Workplace</b> (May 2001) Note 1: Does not apply to subcontracts: a. At or below the simplified acquisition threshold; however, the requirements apply to all subcontracts of any value awarded to an individual; b. For the acquisition of commercial items (see FAR Part 12); c. Performed outside the United States and its outlying areas or any part of a subcontract performed outside the United States and its outlying areas; d. By law enforcement agencies, if the head of the law enforcement agency or designee involved determines that application of this subpart would be inappropriate in connection with the law enforcement agency's undercover operations; or e. Where application would be inconsistent with the international obligations of the United States or with the laws and regulations of a foreign country.
52.227-1	<b>Authorization and Consent</b> (Dec 2007) Note 1: Alt I (Apr 1984) applies. Note 2: Applies in all R&D solicitations and subcontracts for which the primary purpose is R&D work, except that this alternate shall not be used in construction and architect-engineer subcontracts, unless the subcontract calls exclusively for R&D work. Note 3: Does not apply when both complete performance and delivery are outside the United States. Note 4: ¶(a) & (a)(2) – "Government" means "Government."
52.227-2	<b>Notice and Assistance Regarding Patent and Copyright Infringement</b> (Dec 2007) Note 1: ¶(a) & (a)(2) – "Government" means "Government." Note 2: ¶(a) – "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager." Note 3: ¶(b) – "Government" means "Government." Note 4: ¶(b) – "Contracting Officer" means "Contracting Officer."
52.229-3	<b>Federal, State, and Local Taxes</b> (Apr 2013) Note 1: Applies if effort is to be performed wholly or partly in the United States or its outlying areas.
52.242-13	<b>Bankruptcy</b> (Jul 1995) Note 1: Upon the notification requirement per FAR 52.242-13, the Subcontractor shall to the maximum extent permitted by law: (1) continue to ensure that JPL has the right of access to all areas of the facilities and records involved in this subcontract; and (2) provide JPL access to subcontract documents delivered in place/held at the Subcontractor's facility or provide electronic copies thereof.

	<i>The Subcontractor shall ensure that the trustee, receiver, or liquidator, as applicable, is aware of the requirements set forth immediately above.</i>
52.247-63	<b>Preference for U.S. Flag Air Carriers</b> (Jun 2003) <i>Note 1: Applies whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the subcontract.</i> <i>Note 2: "Government" means "Government."</i>
<b>Applicable for Subcontract Values Greater than \$550,000</b>	
NFS: 1852.223-75	<b>Major Breach of Safety and Security</b> (Feb 2002) <i>Note 1: Alt I (Feb 2006) applies if the subcontract is with an educational or other nonprofit institution and contains the termination clause at FAR 52.249-5 or if the subcontract is for commercial items and contains the clause at FAR 52.212-4.</i>
<b>Applicable for Subcontract Values Greater than \$700,000</b>	
52.219-9	<b>Small Business Subcontracting Plan</b> (Jan 2017) <i>Note 1: Applies to all subcontracting possibilities expected to exceed \$700,000 [\$1.5 million for construction of any public facility].</i> <i>Note 2: Alt I (Oct 2011) applies when subcontracting by sealed bidding rather than by negotiation.</i> <i>Note 3: Alt II (Nov 2016) applies when subcontracting by negotiation, and subcontracting plans are required with initial proposals as provided for in FAR 19.705-2(d).</i> <i>Note 4: JPL's approval of the Plan will be based on the requirements in JPL Form 0294 "Subcontracting Plan Requirements."</i>
NFS: 1852.219-75	<b>Individual Subcontracting Reports</b> (Apr 2015) <i>Note 1: Applies to all subcontracts containing the clause at FAR 52.219-9, except for subcontracts covered by an approved commercial plan.</i>
<b>Applicable for Subcontract Values Greater than \$2,000,000</b>	
52.215-10	<b>Price Reduction for Defective Certified Cost or Pricing Data</b> (Aug 2011) <i>Note 1: ¶(e) - "United States" means "United States through JPL."</i> <i>Note 2: ¶(e)(1) - "Government" means "Government."</i>
52.215-11	<b>Price Reduction for Defective Certified Cost or Pricing Data – Modifications</b> (Aug 2011) <i>Note 1: ¶(e) - "United States" means "United States through JPL."</i> <i>Note 2: ¶(e)(1) - "Government" means "Government."</i>
52.215-12	<b>Subcontractor Certified Cost or Pricing Data</b> (Oct 2010)
52.215-13	<b>Subcontractor Certified Cost or Pricing Data – Modifications</b> (Oct 2010)
52.215-15	<b>Pension Adjustments and Asset Reversions</b> (Oct 2010)
52.215-18	<b>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions</b> (July 2005) <i>Note 1: Applies: if certified cost or pricing data is required or if any pre-award or post-award cost determination will be subject to FAR Part 31.</i>
52.215-19	<b>Notification of Ownership Changes</b> (Oct 1997) <i>Note 1: "Administrative Contracting Officer" means "JPL Subcontracts Manager."</i>
52.215-20	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b> (Oct 2010) <i>Note 1: Alt IV (Oct 2010) is to replace the basic clause if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3.</i>
52.215-21	<b>Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications</b> (Oct 2010) <i>Note 1: Alt IV (Oct 2010) is to replace the basic clause if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3.</i>
<b>Applicable for Subcontract Values Greater than \$5,500,000</b>	
52.203-13	<b>Contractor Code of Business Ethics and Conduct</b> (Oct 2015) <i>Note 1: Applies if has a performance period of more than 120 days.</i>

	<p><i>Note 2: "Subcontract" means "Subcontract."</i></p> <p><i>Note 3: "Government" means "Government and JPL in support of its Government contractual obligations."</i></p>
52.203-14	<p><b>Display of Hotline Poster(s)</b> (Oct 2015)</p> <p><i>Note 1: Applies if performance period is 120 days or more.</i></p> <p><i>Note 2: Does not apply for acquisition of a commercial item.</i></p> <p><i>Note 3: Does not apply if performance entirely outside the U.S.</i></p>