



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

**GENERAL PROVISIONS (GPs) SET FOR:
COMMERCIAL ITEMS OR SERVICES (CIS) SUBCONTRACT**
(located at: <https://acquisition.jpl.nasa.gov/tc/>)

GOVERNMENT SUBCONTRACT	
<p><i>This Subcontract is entered into by the Jet Propulsion Laboratory (JPL) and the Subcontractor in support of a U.S. Government Contract. JPL is a Federally-Funded Research & 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"><i>Federal Acquisition Regulation (FAR) 52.202-1 (NOV 2013) “Definitions” is incorporated by reference.</i><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><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>	
<p><i>The Subcontractor shall comply with all applicable laws.</i></p>	

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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.

CHANGES

Changes in the terms and conditions of this Subcontract may be made only by written agreement of the parties.

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," if any. 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

(Applies 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.

INSPECTION AND ACCEPTANCE

- (a) Inspection/Acceptance. The Subcontractor shall only tender for acceptance those items that conform to the requirements of this Subcontract. JPL reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JPL may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in Subcontract price. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with Subcontract requirements. JPL must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) The Subcontractor shall remove supplies rejected or required to be corrected. However, JPL may require or permit correction in place promptly after notice, by and at the expense of the Subcontractor. The Subcontractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

- (c) If the Subcontractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, JPL may either (i) by Subcontract or otherwise, remove, replace, or correct the supplies and charge the cost to the Subcontractor or (ii) terminate the Subcontract for default as provided in the clause of this Subcontract entitled "Termination for Cause." Unless the Subcontractor corrects or replaces the supplies within the delivery schedule, JPL may require their delivery and make an equitable price reduction.
- (d) Inspections and tests by JPL do not relieve the Subcontractor of responsibility for defects or other failures to meet Subcontract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as regards JPL's rights under any warranty or guarantee, or as otherwise specified in this Subcontract.

INSURANCE AND INDEMNIFICATION

- (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.

NEW MATERIAL

- (a) Definitions
 - (1) "Material," as used in this clause, includes, but is not limited to, raw material, parts, items, components, and end products.
 - (2) "New," as used in this clause, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.
 - (3) "Other than new", as used in this clause, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.
- (b) Unless this Subcontract specifies otherwise, the Subcontractor represents that the supplies, are new and are not of such age or so deteriorated as to impair their usefulness or safety.
- (c) If the Subcontractor believes that furnishing other than new material will be in JPL's interest, the Subcontractor shall so notify the JPL Subcontracts Manager in writing and request authority to use such material. The Subcontractor's notice shall include the reasons for the request along with a proposal for any consideration due JPL if the JPL Subcontracts Manager authorizes the use of other than new material.

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.

PAYMENTS AND DISCOUNTS

- (a) Invoices shall be submitted in accordance with the instructions located at <http://invoice.jpl.nasa.gov/>
- (b) JPL shall pay the Subcontractor, upon the submission of proper invoices, the prices stipulated in this Subcontract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Subcontract.
- (c) JPL may elect to require the Subcontractor to accept electronic payments.
- (d) JPL shall make its best effort to make payments within the net period, if any, specified in the Subcontract, measured from the date of receipt of the goods or services at the destination or the date of receipt of the invoice, whichever is later. Discount time periods will be measured from the same date. Payment shall be deemed to have been made on the date the check is mailed or on the date on which an electronic funds transfer was made. In no event will JPL be liable for or pay a surcharge, interest, or any kind of penalty as a result of JPL's payment not being made within the net period, if any, specified in the Subcontract or the date of payment by electronic funds transfer.
- (e) Payment for goods or services in accordance with this paragraph will not waive or otherwise affect the right of JPL to inspect such goods or services or to reject, or revoke acceptance of, nonconforming goods.
- (f) Unless otherwise specified in this Subcontract, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the Subcontract.
- (g) JPL will make every effort to pay Subcontractors for goods delivered or services performed. Except to the extent otherwise stated in the Subcontract Schedule, JPL's obligation to pay the Subcontract price for goods delivered or services performed is automatically waived for an amount of \$1,000 or less if no invoice is received by JPL for that amount due within 60 days of receipt of the related goods or services.

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.

RESPONSIBILITY FOR SUPPLIES

- (a) Title to supplies furnished under this Subcontract shall pass to the Government upon formal acceptance by JPL, regardless of when or where JPL takes physical possession, unless the Subcontract specifically provides for earlier passage of title.
- (b) Unless the Subcontract specifically provides otherwise, risk of loss or damage to supplies shall remain with the Subcontractor until, and shall pass to JPL upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Acceptance by JPL or delivery of the supplies to JPL at the destination specified in the Subcontract, whichever is later, if transportation is f.o.b. destination.

TAXES

The Subcontract price includes all applicable Federal, state and local taxes and duties. Items of tangible personal property to be delivered under this Subcontract are for resale to the United States Government (California Resale Certificate No. SR AP 17-006226).

TERMINATION FOR CAUSE - CIS

JPL may terminate this Subcontract, or any part of it, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any Subcontract terms and conditions, or fails to provide JPL, upon request, with adequate assurances of future performance. In the event of termination for cause, JPL shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to JPL for any and all rights and remedies provided by law. If it is determined that JPL improperly terminated this Subcontract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR CONVENIENCE - CIS

JPL reserves the right to terminate this Subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and lower-tier subcontractors to cease work. Subject to the terms of this Subcontract, the Subcontractor shall be paid a percentage of the Subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of JPL, using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be required to comply with the cost accounting standards or Subcontract cost principles for this purpose. This paragraph does not give JPL any right to audit the Subcontractor's records. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY FOR COMMERCIAL ITEMS

The Subcontractor shall provide JPL with a copy of any standard warranty, which is normally offered on a commercial product deliverable under this Subcontract. This warranty shall be deemed to be incorporated by reference and JPL shall be entitled to all rights under such warranty.

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”

FAR and NFS Clauses Incorporated into this Subcontract by Reference (all references are FAR Clauses, unless preceded by “NFS”)	
Reference	Title and Date
Applicable for all Subcontract Dollar Values	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.212-4(f)	Excusable Delays (Oct 2018)
52.222-50	Combating Trafficking in Persons (Mar 2015) <i>Note 1: “Government” means “Government.”</i>
52.222-54	Employment Eligibility Verification (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	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013) <i>Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at http://www.biopreferred.gov or 7 CFR part 3201.</i> <i>Note 2: ¶ (b) - replace http://www.usda.gov/biopreferred with http://www.biopreferred.gov.</i>
52.223-3	Hazardous Materials Identification and Material Safety Data (Jan 1997) <i>Note 1: Alt I (July 1995) applies.</i>

	<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 http://www.biopreferred.gov or 7 CFR part 3201.</p> <p>Note 4: Fill-in paragraph (b): to be determined</p>
52.223-7	<p>Notice of Radioactive Materials (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>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (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>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (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>
52.223-13	<p>Acquisition of EPEAT-Registered Imaging Equipment (Jun 2014)</p> <p>Note 1: Applies to subcontracts when imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners) will be:</p> <ol style="list-style-type: none"> Delivered; or Acquired by the subcontractor for use in performing services at a Federally controlled facility; or Furnished by the subcontractor for use by the Government.
52.223-14	<p>Acquisition of EPEAT-Registered Televisions (Jun 2014)</p> <p>Note 1: Applies to subcontracts when televisions (see definition in Paragraph a) will be—</p> <ol style="list-style-type: none"> Delivered; or Acquired by the subcontractor for use in performing services at a Federally controlled facility; or Furnished by the subcontractor for use by the Government.
52.223-15	<p>Energy Efficiency in Energy-Consuming Products (Dec 2007)</p> <p>Note 1: "Contracting Officer" means "JPL Subcontracts Manager."</p>
52.223-16	<p>Acquisition of EPEAT-Registered Personal Computer Products (Oct 2015)</p> <p>Note 1: Applies to subcontracts when Personal Computer Products will be:</p> <ol style="list-style-type: none"> Delivered; or Acquired by the subcontractor for use in performing services at a Federally controlled facility; or Furnished by the subcontractor for use by the Government.
52.223-17	<p>Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (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>
52.223-20	<p>Aerosols (Jun 2016)</p> <p>Note 1: Applies for products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or maintenance or repair of electronic or mechanical devices.</p>
52.223-21	<p>Foams (Jun 2016)</p> <p>Note 1: Applies for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulation; or construction of buildings or facilities.</p>
52.225-13	<p>Restrictions on Certain Foreign Purchases (June 2008)</p>
52.227-19	<p>Commercial Computer Software License (Dec 2007)</p> <p>Note 1: "Government" means the Government in support and furtherance of its obligations, Caltech, JPL and others acting on their behalf.</p> <p>Note 2: ¶ (c) - Insert subcontract number.</p> <p>Note 3: Applies to subcontracts for the acquisition of commercial computer software.</p>
52.232-39	<p>Unenforceability of Unauthorized Obligations (Jun 2013)</p> <p>Note 1: "Government" means the "Government and JPL."</p>

52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) <i>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.</i>
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) <i>Note 1: Applies to services performed on Lab, unless a construction contract is contemplated.</i> <i>Note 2: "Government" means Government."</i>
52.242-15	Stop Work Order (Aug 1989) <i>Note 1: "Government" means "JPL or the Government."</i>
52.244-6	Subcontracts for Commercial Items (Nov 2017)
NFS: 1852.203-71	Requirement to Inform Employees of Whistleblower Rights (Aug 2014)
NFS: 1852.225-70	Export Licenses (Feb 2000) <i>Note 1: Alt I (Feb 2000) applies.</i> <i>Note 2: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i> <i>Note 3: ¶(b) - where it says "insert name of NASA installation" insert "JPL."</i>
Applicable for Subcontract Values Greater than \$3,500	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-1	Buy American Act – Supplies (May 2014) <i>Note 1: "Government" means "Government."</i>
Applicable for Subcontract Values Greater than \$10,000	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016) <i>Note 1: "Contracting Officer" means "Contracting Officer."</i> <i>Note 2: "Government" means "Government."</i>
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (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>
Applicable for Subcontract Values Greater than \$15,000	
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014) <i>Note 1: Alt I (Jul 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>
Applicable for Subcontract Values of \$30,000 or More	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (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>
Applicable for Subcontract Values of \$150,000 or More	
52.203-7	Anti-Kickback Procedures (May 2014) <i>Note 1: ¶(a) - "Definitions" apply.</i> <i>Note 2: ¶(c)(1) does not apply.</i>
52.222-35	Equal Opportunity for Veterans (Oct 2015) <i>Note 1: Alt I (Oct 2015) applies.</i>

	<p>Note 2: Does not apply if work is performed outside the United States by employees recruited outside the U.S.</p> <p>Note 3: "Government" means "Government."</p>
52.222-37	<p>Employment Reports on Veterans (Feb 2016)</p> <p>Note 1: "Government" means "Government."</p>
52.242-13	<p>Bankruptcy (Jul 1995)</p> <p>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.</p> <p>The Subcontractor shall ensure that the trustee, receiver, or liquidator, as applicable, is aware of the requirements set forth immediately above.</p>
Applicable for Subcontract Values Greater than \$500,000	
NFS: 1852.223-75	<p>Major Breach of Safety and Security (Feb 2002)</p> <p>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.</p>
Applicable for Subcontract Values Greater than \$5,000,000	
52.203-13	<p>Contractor Code of Business Ethics and Conduct (Oct 2015)</p> <p>Note 1: Applies if has a performance period of more than 120 days.</p> <p>Note 2: "Subcontract" means "Subcontract."</p> <p>Note 3: "Government" means "Government and JPL in support of its Government contractual obligations."</p>