



THE CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY

GENERAL PROVISIONS (GPs) SET FOR:
COST-REIMBURSEMENT WITH COMMERCIAL ORGANIZATIONS
SUBCONTRACT

(located at: <https://acquisition.jpl.nasa.gov/tc/>)

GOVERNMENT SUBCONTRACT

*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.*

As used in the clauses referenced below and throughout this subcontract:

- *Federal Acquisition Regulation (FAR) 52.202-1 (NOV 2013) "Definitions" is incorporated by reference.*
- *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.*
- *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."*

The Subcontractor shall comply with all applicable laws.

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ALLOCATION OF RIGHTS IN PROPERTY AND DATA - COST-SHARE SUBCONTRACTS

Whether or not this Subcontract provides for any cost sharing, rights in data and property are determined as though all costs of performance were to be reimbursed by JPL.

ALLOWABLE COST AND PAYMENT

(a) Invoicing.

- (1) Invoices shall be submitted in accordance with the instructions located at <http://invoice.jpl.nasa.gov/>
- (2) JPL will make payments to the Subcontractor once each month (or at more frequent intervals if approved by JPL), in amounts determined to be allowable by JPL in accordance with Subpart 31.2 of FAR in effect on the date of this Subcontract and any corresponding implementing or supplementing clauses in the NFS in effect on the date of this Subcontract and the terms of this Subcontract. The Subcontractor may submit, in such form and reasonable detail as JPL may require, an invoice supported by a statement of the claimed allowable cost for performing this Subcontract.
- (3) 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.

(b) Reimbursing Costs.

- (1) For the purpose of reimbursing allowable costs (except as provided in Paragraph (b)(2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
 - (A) Those recorded costs that, at the time of the request for reimbursement, the Subcontractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the Subcontract;
 - (B) When the Subcontractor is not delinquent in paying costs of Subcontract performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
 - (i) Supplies and services purchased directly for the Subcontract and associated financing payments to lower-tier subcontractors, provided payments determined due will be made:
 - a. In accordance with the terms and conditions of a lower-tier subcontract or invoice; and
 - b. Ordinarily within 30 days of the submission of the Subcontractor's payment request to JPL;
 - (ii) Materials issued from the Subcontractor's inventory and placed in the production process for use on the Subcontract;
 - (iii) Direct labor;
 - (iv) Direct travel;
 - (v) Other direct in-house costs; and
 - (vi) Properly allocable and allowable indirect costs, as shown in the records maintained by the Subcontractor for purposes of obtaining reimbursement under Government contracts.
 - (C) The amount of financing payments that have been paid by cash, check, or other forms of payment to lower-tier subcontractors.
- (2) Accrued costs of Subcontractor contributions under employee pension plans shall be excluded until actually paid unless:
 - (A) The Subcontractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

- (B) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Subcontractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices under Paragraph (h) below, allowable indirect costs under this Subcontract shall be obtained by applying indirect cost rates established in accordance with Paragraph (e) below.
- (4) Any statements in specifications or other documents incorporated in this Subcontract by reference designating performance of services or furnishing of materials at the Subcontractor's expense or at no cost to JPL will be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small Business Concerns. A small business concern may be paid for recorded costs for items or services purchased directly for the subcontract, even though the concern has not paid for those items or services.
- (d) Payment.
 - (1) Promptly after receipt of each invoice JPL will, subject to the clause of Paragraph (h) below, make payment thereon as approved by JPL.
 - (2) Payment of the fee, if any, shall be made to the Subcontractor as specified in this Subcontract; provided, however, that after payment of 85% of the fee set forth in the Schedule, further payment on account of the fee may be withheld until a reserve shall have been set aside in an amount which JPL considers necessary to protect the interests of JPL and the Government, but such reserve shall not exceed either 15% of the total fee, or \$100,000, whichever is less. The Subcontracts Manager shall release 75% of all fee withholds under this Subcontract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this Subcontract, provided the Subcontractor has satisfied all other Subcontract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final invoices on prior years' settlements. The Subcontracts Manager may release up to 90% of the fee withholds under this Subcontract based on the Subcontractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (e) Final Indirect Cost Rates.
 - (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of FAR and any corresponding implementing or supplementing clauses in the NFS in effect for the period covered by the indirect cost rate proposal; provided, however, that the advance understandings, if any, on particular items of cost, as set forth in the Schedule of this Subcontract shall be given effect, provided further, however, that in the event of any inconsistency between such advance understandings and the cost principles referred to in Paragraph (a) above, the cost principles shall prevail.
 - (2) A copy of the annual agreement between the Subcontractor and the Government for each of the periods applicable to this Subcontract, setting forth the indirect cost rates established in accordance with Paragraph (e)(1) above, shall be furnished by the Subcontractor to JPL within two weeks after settlement of the final annual indirect cost rates, and shall be deemed to be automatically incorporated into this Subcontract, subject to Paragraph (e)(1) above.
 - (3) Notwithstanding Paragraphs (e)(1) and (e)(2) above, the Subcontractor and JPL may agree on indirect rates to be used as final indirect rates for this Subcontract to expedite the administration and closeout of this Subcontract, provided such rates can be shown to be reasonable under the circumstances.
- (f) Billing Rates. Until final annual indirect cost rates are established for any period, JPL will reimburse the Subcontractor at billing rates acceptable to JPL, subject to adjustment when the final rates are established. These billing rates:
 - (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (g) Quick-Closeout Procedures. The Subcontractor and JPL may agree to use any reasonable procedures under the circumstances to expedite closeout, including the quick-closeout procedures of Subpart 42.7 of the FAR and any corresponding implementing or supplementing clauses in the NFS.

- (h) Audit. At any time or times before final payment, JPL may have the Subcontractor's invoices or statements of cost audited. Any payment must be:
 - (1) Reduced by amounts found by the JPL not to constitute allowable costs; and
 - (2) Adjusted for any prior overpayments or underpayments.
- (i) Final Payment.
 - (1) Completion Invoice:
 - (A) The Subcontractor shall submit a completion invoice within 120 days after settlement of the final indirect cost rates for all years of a physically complete Subcontract, and such invoice shall reflect the settled amounts and rates. Upon approval of that invoice, and upon the Subcontractor's compliance with all terms of this Subcontract, JPL will promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 - (B) The completion invoice shall include settled lower-tier subcontract amounts and rates. The Subcontractor is responsible for settling lower-tier subcontractor amounts and rates included in the completion invoice and providing status of lower-tier subcontractor audits to JPL upon request.
 - (C) If the Subcontractor fails to submit a completion invoice within the time specified herein, JPL may determine the amount due to the Subcontractor under the Subcontract, and record this determination in a unilateral modification to the Subcontract.
 - (2) The Subcontractor shall pay to JPL any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Subcontractor or any assignee under this Subcontract, to the extent that those amounts are properly allocable to costs for which the Subcontractor has been reimbursed by JPL. Reasonable expenses incurred by the Subcontractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by JPL. Before final payment under this Subcontract, the Subcontractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver:
 - (A) An assignment to JPL, in form and substance satisfactory to JPL, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Subcontractor has been reimbursed by JPL under this Subcontract; and
 - (B) A release discharging JPL, its officers, agents and employees from all liabilities, obligations, and claims arising out of or under this Subcontract, except:
 - (i) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (ii) Claims (including reasonable incidental expenses) based upon liabilities of the Subcontractor to third parties arising out of the performance of this Subcontract; provided, that the claims are not known to the Subcontractor on the date of the execution of the release, and that the Subcontractor gives notice of the claims in writing to JPL within six years following the release date or notice of final payment date, whichever is earlier;
 - (iii) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Subcontractor under the patent clauses of this Subcontract, excluding, however, any expenses arising from the Subcontractor's indemnification of JPL against patent liability; or
 - (iv) When there is included in this Subcontract a clause entitled "Additional Data Requirements," claims pursuant to such clauses when a written request by JPL to furnish data is made.
 - (C) If the Subcontractor fails to return the assignment and release described in Paragraphs (i)(2)(A) and (B) 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 assignment and release (for the JPL-determined amount) described in Paragraphs (i)(2)(A) and (B) above will be deemed to have been executed and delivered by the Subcontractor.

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.

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

- (a) Any dispute arising under or relating to this Subcontract which is not settled by agreement of the parties or pursuant to Paragraph (b) below may be settled by appropriate legal proceedings. Pending any binding or conclusive decision, appeal, or judgment referred to in this clause or the settlement of any such dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract. Each party shall be responsible for paying its own attorney's fees.
- (b) Notwithstanding any provisions herein to the contrary:
- (1) If a decision on any question of fact or cost allowability arising under the Prime Contract is made by the Contracting Officer and such question of fact or cost allowability is also related to this Subcontract, said decision, if binding upon JPL under the Prime Contract, shall in turn be binding upon JPL and the Subcontractor with respect to such question insofar as it relates to this Subcontract; provided, however, that if the Subcontractor is adversely affected by any such decision made by the Contracting Officer, and if JPL elects not to appeal such decision pursuant to the "Disputes" clause of the Prime Contract, JPL will notify the Subcontractor within 10 days after receipt by JPL of a copy of the decision. Notification of the Subcontractor shall be deemed to have been made upon sending of an email to the Subcontractor. The Subcontractor shall thereupon have the right reserved to JPL under the Prime Contract to prosecute an appeal, in the name of JPL, to the Administrator within 30 days after receipt by JPL of a copy of the Contracting Officer's decision. Any decision upon appeal either by JPL or by the Subcontractor in JPL's name, if binding upon JPL under the Prime Contract, shall in turn be binding upon the Subcontractor and JPL with respect to such question of fact insofar as it relates to this Subcontract.
 - (2) If the Subcontractor is adversely affected by any decision upon an appeal referred to in Paragraph (1) above, and if JPL elects not to bring suit against the Government with respect to such decision, JPL shall notify the Subcontractor with reasonable promptness. The Subcontractor shall thereupon have any right which JPL would have to prosecute a suit against the Government in JPL's name. Failure to exercise such right shall preclude the Subcontractor from objecting to the adverse conclusion or result under this Subcontract. A final judgment in any such suit shall be conclusive upon the Subcontractor and JPL under this Subcontract.
 - (3) JPL is not required under the provisions of this clause to certify or submit, or permit the Subcontractor to do so in JPL's name, such claims to the Government as JPL does not believe the Government is liable for under the provisions of the Prime Contract and the Contract Disputes Act of 1978.
 - (4) All costs and expenses of any such appeal or suit prosecuted by the Subcontractor shall be paid by the Subcontractor, without prejudice to any right the Subcontractor may otherwise have to recovery or allowance thereof.

- (5) If as a result of any decision or judgment which is binding upon the Subcontractor and JPL, as provided above, JPL is unable to obtain reimbursement from the Government under the Prime Contract for, or is required to refund or credit to the Government, any amount with respect to any item of cost or fee for which JPL has reimbursed the Subcontractor, the Subcontractor shall, on demand, promptly repay such amount to JPL. Additionally, pending the final conclusion of any appeal and/or suit hereunder, JPL may demand, and upon such demand the Subcontractor shall pay over to JPL, any amount which the Government has disallowed or suspended under the Prime Contract and which arises out of this Subcontract.

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.

EQUIPMENT (EXCLUDING VEHICLES), TOOLS AND MATERIAL (SUBCONTRACTOR PERSONNEL IN RESIDENCE AT JPL)

Applicable if: the Subcontract work will be performed at a JPL-controlled facility, and tools, equipment, or materials will be issued to the Subcontractor's personnel by JPL.

- (a) Subcontractor personnel will not bring work Items, i.e., tools, equipment (for example, personal computers and printers), or material, upon the premises while working at a JPL-controlled facility. JPL will provide those Items necessary for performance of work at a JPL-controlled facility, and such Items shall not be removed from the premises unless removal from JPL premises is specifically authorized by the JPL Logistics and Material Services Section Manager or a designated representative. Items so provided shall not be considered "Government-Furnished Property," and will not be subject to the "Government Property" clause of this Subcontract, but will be issued to individual Subcontractor personnel. Subcontractor personnel will be held to the same standards of conduct regarding such Items as JPL employees:
- (1) Subcontractor personnel shall promptly notify their supervisor or the Cognizant JPL Technical Representative of any loss, damage, or destruction of Items issued to them.
 - (2) The Subcontractor will be held liable for any loss, damage, or destruction of such Items resulting from gross negligence, willful misconduct, and unlawful appropriation by its personnel for personal use or benefit, or use for other than JPL business on the part of its personnel.
- (b) The Subcontractor agrees to inform its personnel who may work at a JPL-controlled facility of this procedure and of their responsibilities. JPL will advise the Subcontractor promptly upon determining that any Subcontractor personnel have failed to return or satisfactorily account for any Item issued to such personnel. The Subcontractor agrees that JPL may withhold from any monies due or to become due the Subcontractor under this Subcontract, or to otherwise reimburse JPL, the value of any Items issued to Subcontractor personnel and neither returned nor satisfactorily accounted for upon completion of work under this Subcontract or when so requested by JPL.

FINAL PUBLISHED REPORT

The Subcontractor shall submit, if applicable, the Subcontractor's Final Published Report to the JPL Subcontracts Manager. A Final Published Report may be for basic and applied scientific, technical, and related engineering research and development. The Subcontractor's Final Published Report shall: (i) indicate that the work is funded by NASA; (ii) be correctly marked to ensure appropriate dissemination; and (iii) be forwarded to the JPL Subcontracts Manager.

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- LIABILITY TO THIRD PERSONS

- (a) 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 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, in any way, 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.
- (b) Insurance Endorsements. Without prejudice to Subcontractor's liability to indemnify JPL as stated in the Indemnification provision of 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 to the Subcontract 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.
- (c) The Subcontractor agrees to submit for approval of JPL, to the extent and in the manner required by JPL, any other insurance maintained by the Subcontractor in the performance of this Subcontract and for which the Subcontractor seeks reimbursement.
- (d) The Subcontractor shall be reimbursed:
- (1) For that portion (i) of the reasonable cost of insurance allocable to this Subcontract; and (ii) required or approved under this clause; and
 - (2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise. These liabilities must arise out of the performance of this Subcontract, whether or not caused by the negligence of the Subcontractor or of the Subcontractor's agents, servants, or employees, and must be

represented by final judgments or settlements approved in writing by JPL. These liabilities are for (i) loss of or damage to property (other than property owned, occupied, or used by the Subcontractor, rented to the Subcontractor, or in the care, custody, or control of the Subcontractor); or (ii) death or bodily injury.

- (e) JPL's liability under Paragraph (d) of this clause is subject to the availability of funds under the Prime Contract at the time a contingency occurs.
- (f) The Subcontractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities):
 - (1) For which the Subcontractor is otherwise responsible under the express terms of any clause or clauses specified in the Schedule or elsewhere of the Subcontract;
 - (2) For which the Subcontractor has failed to insure or to maintain insurance as required; or
 - (3) That result from willful misconduct or lack of good faith on the part of any of the Subcontractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:
 - (A) All or substantially all of the Subcontractor's business;
 - (B) All or substantially all of the Subcontractor's operations at any one plant or separate location in which this Subcontract is being performed; or
 - (C) A separate and complete major industrial operation in connection with the performance of this Subcontract.
- (g) The provisions of Paragraph (f) of this clause shall not restrict the right of the Subcontractor to be reimbursed for the cost of insurance maintained by the Subcontractor in connection with the performance of this Subcontract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the "Allowable Cost and Payment" clause of this Subcontract.
- (h) If any suit or action is filed or any claim is made against the Subcontractor, the cost and expense of which may be reimbursable to the Subcontractor under this Subcontract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Subcontractor shall:
 - (1) Immediately notify JPL and promptly furnish copies of all pertinent papers received;
 - (2) Authorize JPL or Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - (3) Authorize JPL or Government representatives to settle or defend the claim and to represent the Subcontractor in or to take charge of any litigation, if required by JPL, when the liability is not insured or covered by bond. The Subcontractor may, at its own expense, be associated with JPL or the Government representatives in any such claim or litigation.
- (i) Indemnification for Injuries on Premises Under the Control of JPL. Paragraphs (i),(j) and (k) of this clause are applicable as to any injuries at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL when such injuries arise out of or in connection with the performance of work hereunder by the Subcontractor or any of its lower-tier subcontractors. Paragraphs (i), (j) and (k) are not applicable to work not performed at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California nor premises not under the control of JPL.
- (j) Indemnification. Notwithstanding Paragraph (d)(2), if any injury occurs to Subcontractor employees or its lower-tier subcontractor employees on the premises under the control of JPL, to the fullest extent permitted by law, 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 personal injury of whatever kind or character, arising out of or in connection with the performance of work hereunder, however caused, including any resulting from 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.
- (k) Lower-tier subcontractors. The Subcontractor shall insert the substance of Paragraphs (i), (j) and (k), in lower-tier subcontracts under this Subcontract, if the lower-tier subcontract requires work which occur at the Jet Propulsion Laboratory facilities in Pasadena, California, the Goldstone Facilities in Barstow, California or premises under the control of JPL.

- (l) This clause shall be interpreted pursuant to California law.

LIMITATION ON RESTRICTIVE MARKINGS

- (a) Information delivered or otherwise provided by the Subcontractor to JPL in connection with this Subcontract shall not contain any Restrictive Markings, except as permitted by section (b) below or as required by law. As used in this clause, "Restrictive Markings" means any marking, legend or other indicia intended to limit use of the information. For example, "Restrictive Markings" may include, but are not limited to, "Proprietary," "Confidential," or substantially equivalent designation, as well as the Limited and Restricted Rights Notices that may be set forth in the "Rights in Data – General" clause of this Subcontract. Restrictive Markings not permitted by section (b) below impose no obligations or restrictions on JPL's use and disclosure of information, and, unless otherwise agreed in writing, JPL is entitled to disregard and/or remove such unpermitted Restrictive Markings on information in its possession at any time without notice to the Subcontractor.
- (b) The following Restrictive Markings shall be permitted under this Subcontract:
- (1) The Limited Rights Notice permitted under ALT II, Paragraph (g)(3) of the "Rights In Data – General" clause, if included in this Subcontract.
 - (2) The Restricted Rights Notice permitted under ALT III, Paragraph (g)(4) of the "Rights in Data – General" clause, if included in this Subcontract.
 - (3) "Proprietary," "Confidential," or substantially equivalent designations may be included on Subcontractor's financial, administrative, cost, pricing or management information relating to the administration of this Subcontract. Any such Restrictive Markings should preferably identify the type of financial or administrative information, for example, "[SUBCONTRACTOR NAME] Proprietary Cost Information."
 - (4) Copyright notices to the extent permitted by Paragraph (c)(1) of the "Rights In Data – General" clause in this Subcontract.
- (c) JPL retains the right to challenge any Restrictive Markings identified in Paragraph (b) above. Challenges to such markings shall be made in accordance with the procedures set forth in Paragraph (e) of the "Rights in Data – General" clause in this Subcontract.
- (d) Where information contains both unrestricted and restricted data subject to the Restrictive Markings permitted in Paragraph (b) above, the Subcontractor shall mark only those pages, parts or portions of the information that are subject to restrictions permitted in Paragraph (b).
- (e) Upon the execution of this Subcontract, all prior confidentiality agreements between JPL and the Subcontractor relating to or otherwise encompassing the subject matter of this Subcontract are hereby terminated. The obligation to maintain confidentiality of any information disclosed pursuant to such agreements shall survive termination and continue for the nondisclosure period set forth therein or, if none is specified, for the term of this Subcontract. Notwithstanding the foregoing, should use of information previously delivered by Subcontractor to JPL under a confidentiality agreement be deemed necessary for the performance of this Subcontract, the Subcontractor must identify in writing to JPL which Restrictive Markings permitted in Paragraphs (b)(1)-(4) above apply, if any, within thirty (30) days of the execution of this Subcontract.

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.

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.

PAYMENT OF OVERTIME PREMIUMS

- (a) Allowable cost shall not include any amount on account of overtime premiums, except to the extent that they either:
 - (1) Are approved in writing by JPL; or
 - (2) Are paid for work:
 - (A) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature; or
 - (B) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting; or
 - (C) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (D) That will result in lower overall costs to JPL.
 - (E) For pre-launch activities and mission performance or delivery related events of an urgent nature.

- (b) The cost of overtime premiums otherwise allowable under Paragraph (a) above shall be allowed only to the extent the amount thereof is reasonable and properly allocable to the work under this Subcontract.
- (c) Any request for estimated overtime premiums submitted for approval pursuant to Paragraph (a)(1) above shall include all estimated overtime for Subcontract completion and shall:
 - (1) Identify the work unit, e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit JPL to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on Subcontract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or cost in connection with other JPL Subcontracts, together with identification of each affected Subcontract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

PROHIBITION OF SUBCONTRACTOR USE OF PRIVATELY OWNED AIRCRAFT IN SUBCONTRACT PERFORMANCE

- (a) 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

- (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, 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.

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.

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.

**SUBCONTRACTOR EMPLOYMENT OF JPL EMPLOYEES' CHILDREN AND RELATIVES
(SUBCONTRACTOR'S EMPLOYEES IN RESIDENCE AT JPL)**

Exemption: Work performed outside the United States is exempt from the requirements of this clause.

- (a) When work under this Subcontract is to be performed at any JPL-controlled facility, the Subcontractor agrees to require applicants for such work, as part of the application process, to identify any relatives they know to be employed at JPL. The Subcontractor also agrees to notify the JPL Subcontracts Manager prior to hiring an applicant who so identifies a relative. The Subcontractor agrees to abide by JPL's determination as to whether the applicant may be assigned to work with a particular JPL organization.
- (b) The term "relatives" means parents, stepparents, grandparents, sisters, brothers, spouse/same-sex-domestic-partner, children, stepchildren, grandchildren, aunts, uncles, nieces, nephews, legal wards, and spouse's parents, grandparents, sisters and brothers.

SUBCONTRACTOR RECRUITING ACTIVITY

(Does not apply if work performed outside the United States.)

Except as may be specifically authorized by JPL in writing, during the performance of this Subcontract the Subcontractor shall refrain from engaging in any activity related to employment recruiting on any of the premises of JPL.

UNION DATA FOR ON-SITE SUBCONTRACTORS

Applicable to: [i] to any time-and-material or labor-hour Subcontract where the work is performed at a JPL-controlled facility and [ii] to any other Subcontract for which any Subcontractor personnel work in residence at a JPL-controlled facility. Work performed outside the United States is exempt from the requirements of this clause.

- (a) The Subcontractor shall provide JPL-requested union information, including union information pertaining to its lower-tier subcontractors, if any, on the "Request for Union Data Regarding On-Site Subcontractors and their lower-tier subcontractors," set forth below. A copy of this form (sample shown below), filled in, shall be returned to the cognizant JPL Subcontracts Manager's attention. Any changes in the data, such as the addition of a new union lower-tier subcontractor, shall be provided to JPL through timely resubmission of the following form:

REQUEST FOR UNION DATA REGARDING ON-SITE SUBCONTRACTORS AND THEIR LOWER-TIER SUBCONTRACTORS

1. Date:
2. Subcontract number:
3. Scheduled Subcontract completion date:
4. Subcontractor name:
5. Total number of on-site personnel:
6. Cognizant Subcontracts Manager:
7. Lower-tier subcontractors under this Subcontract with union personnel working on-site at JPL-controlled facilities.

Number of Lower-tier Subcontractor Personnel at JPL Site:

Lower-tier Subcontractor: Total Personnel: No. of Union Personnel:

8. Brief description of scope of work and location of work site sufficient to locate the union Subcontract and lower-tier subcontract workers.
9.
 - a. Local union name: Local No. (if any):
 - b. Number of on-site Subcontractor/Lower-tier Subcontractor personnel represented:
 - c. Name, phone number and address of business agent representing the local union:
 - (1) Name:
 - (2) Phone:
 - (3) Address:
 - d. Expiration date of labor agreement:
 - e.
 - (1) If applicable, the employer association responsible for negotiating each agreement for Subcontractor/lower-tier subcontractor:
 - (2) If applicable, the names of Subcontractor's/lower-tier subcontractor's local employer representatives who take part in such negotiations:
10. Name, phone number and address of the Subcontractor's lower-tier subcontractor's representative who is responsible for handling labor relations/human resources issues:
 - a. Name:
 - b. Phone:
 - c. Address:

(Note: For items 8., 9., and 10., provide for each union and also for each on-site lower-tier subcontract, as applicable.)

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 Shipments (Jan 2017)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.211-5	Material Requirements (Aug 2000) <i>Note 1: The term “Government” means “Government.”</i>
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) <i>Note 1: Applies when the subcontractor does not propose facilities capital cost of money in its offer.</i>
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (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	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> <i>Note 2: Applies if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301.</i> <i>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.</i> <i>Note 4: Fill-in paragraph (b): to be determined</i>
52.223-7	Notice of Radioactive Materials (Jan 1997) <i>Note 1: Applies if subcontract is for radioactive materials, as defined in the clause.</i> <i>Note 2: Add to paragraph (a): "30 days."</i>
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) <i>Note 1: Applies to subcontracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.</i> <i>Note 2: "Ozone-depleting substances" is defined in the clause.</i>
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) <i>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 an air conditioners, including motor vehicles, refrigerators, chillers, or freezers.</i>
52.223-15	Energy Efficiency in Energy Consuming Products (Dec 2007) <i>Note 1: "Contracting Officer" means "JPL Subcontracts Manager."</i>
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008) <i>Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of EPA-designated items.</i>
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-14	Rights in Data – General (May 2014) <i>Note 1: Alt II (Dec 2007) applies.</i> <i>Note 2: Alt III (Dec 2007) applies.</i> <i>Note 3: Alt V (Dec 2007) applies.</i> <i>Note 4: "Government" means "Government," unless otherwise stated in these notes for 52.227-14.</i> <i>Note 5: "Contracting Officer" means "Contracting Officer through JPL."</i> <i>Note 6: ¶ (b), (c)(1)(iii), (c)(2)(ii), (c)(3), (g)(3), and (g)(4) - "Government" means the "Government and JPL/Caltech in support and furtherance of its obligations."</i> <i>Note 7: ¶ (c)(1)(ii) - after "acknowledgment of Government sponsorship (including contract number)" insert: "This work was performed for the Jet Propulsion Laboratory, California Institute of Technology, sponsored by the United States Government under the Prime Contract 80NM0018D00004 between the Caltech and NASA under subcontract number (insert subcontract number)."</i> <i>Note 8: ¶(g)(3)(a) of ALT II and (g)(4) of ALT III – After "Government Contract No.," insert "80NM0018D0004" and after "Subcontract" insert the subcontract number of this Subcontract.</i> <i>Note 9: ¶(g)(3)(a) of ALT II, after the last sentence, insert:</i> <ul style="list-style-type: none"> (i) Use (except for manufacture) by support service contractors. (ii) Reserved. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

	<i>Note 10: Communications/notifications required under this clause from the Subcontractor to the Contracting Officer shall be through the JPL Subcontracts Manager.</i>
52.227-16	Additional Data Requirements (June 1987)
52.227-23	Rights to Proposal Data (Technical) (June 1987) <i>Note 1: Insert applicable pages, if any, after "contained on pages."</i> <i>Note 2: Insert date after "proposal dated."</i>
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-20	Limitation of Cost (Apr 1984) <i>Note 1: Applies to fully-funded cost reimbursement subcontracts.</i>
52.232-22	Limitation of Funds (Deviation) (Apr 1984) <i>Note 1: Applies to incrementally-funded cost reimbursement subcontracts.</i>
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: Alt I (Apr 1984) applies for cost-type subcontracts.</i> <i>Note 2: "Government" means "JPL or the Government."</i>
52.243-2	Changes - Cost Reimbursement (Aug 1987); <i>Note 1: Alt I (Apr 1984) applies if the requirement is for services and no supplies are to be furnished.</i> <i>Note 2: Alt II (Apr 1984) applies if the requirement is for services and supplies are to be furnished.</i> <i>Note 3: Alt III (Apr 1984) applies if the requirement is for construction.</i> <i>Note 4: Alt IV (Apr 1984) applies if the requirement is for transportation services.</i> <i>Note 5: Alt V (Apr 1984) if a research and development subcontract is contemplated.</i>
52.244-6	Subcontracts for Commercial Items (Nov 2017)
52.245-1	Government Property (Jan 2017) <i>Note 1: "Government" is unchanged in the phrases "Government Property," "Government-furnished," "Government-furnished property," "Government Material," & "Government-owned."</i> <i>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), & (m).</i> <i>Note 3: "Government" means "JPL and the Government" in the following: ¶ (g), (h), (j)(6)(i), & (k)(4).</i> <i>Note 4: ¶ (a) - "agency" means "JPL."</i> <i>Note 5: "Termination Contracting Officer" means "JPL Subcontracts Manager."</i> <i>Note 6: "Government means "Government through JPL" in ¶ (k)(1),(2) & (3).</i> <i>Note 7: "Government contract" means "Government contract or subcontract" in ¶ (j)(6)(i).</i>
52.245-9	Use and Charges (Apr 2012) <i>Note 1: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i> <i>Note 2: "Administrative Contracting Officer" means "Administrative Contracting Officer through the JPL Subcontracts Manager."</i> <i>Note 3: "Government" means "Government" when Government property is referenced.</i>
52.246-3	Inspection of Supplies – Cost Reimbursement (May 2001) <i>Note 1: Applies to subcontracts for supplies, or services that involve the furnishing of supplies.</i> <i>Note 2: ¶ (k) - "Government" means "Government."</i>
52.246-8	Inspection of Research and Development- Cost Reimbursement (May 2001) <i>Note 1: Applies to subcontracts where the primary objective of the subcontract is the delivery of end items other than designs, drawings, or reports.</i> <i>Note 2: ¶ (k) - "Government" means "Government."</i>

52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006) <i>Note 1: Alt I (Apr 2003) applies.</i> <i>Note 2: "Government" means "Government."</i> <i>Note 3: ¶ (c)(1)(i) – "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i> <i>Note 4: ¶ (c)(2)(A) - "Sponsoring United States Government Agency" is to be preceded by the words "NASA shown as."</i>
52.247-67	Submission of Transportation Documents for Audit (Feb 2006) <i>Note 1: Applies when subcontractor is a first-tier supplier and transportation will be reimbursed as a direct charge to the subcontract.</i> <i>Note 2: Delete ¶ (a)(2).</i> <i>Note 3: ¶ (c) - the documents are submitted to the JPL Subcontracts Manager.</i>
52.249-6	Termination (Cost Reimbursement) (May 2004) <i>Note 1: In the event that JPL terminates this subcontract pursuant to Government direction, Subcontractor's recovery of termination costs shall be limited to the extent that JPL is able to recover such costs from the Government.</i>
52.249-14	Excusable Delays (Apr 1984) <i>Note 1: ¶ (a) - "Government" means "Government."</i>
NFS: 1852.203-71	Requirement to Inform Employees of Whistleblower Rights (Aug 2014)
NFS: 1852.208-81	Restrictions on Printing and Duplicating (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/or (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	Drug- and Alcohol-free Workforce (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: 1852.225-70	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>
NFS: 1852.242-70	Technical Direction (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" and replace with "in accordance with the Delegation of Authority Form."</i> <i>Note 3: ¶ (a) - In last sentence - delete the words "in Section C of this contract" and replace with "of this subcontract."</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 \$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>
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (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>
Applicable for Subcontract Values of \$100,000 or More	
NFS: 1852.228-76	Cross Waiver of Liability for International Space Station Activities (Oct 2012) <i>Note 1: Applicable only if the work under this subcontract is performed in support of "Protected Space Operations" (relating to the International Space Station) as that term is defined in the clause.</i> <i>Note 2: "Government" means "Government."</i>
NFS 1852.228-78	Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (Oct 2012) <i>Note 1: Applicable only if the work under this subcontract is performed in support of agreements described in NASA FAR Supplement 1828.371(a) involving ELV launch Services.</i> <i>Note 2: "Government" means "Government."</i>
NFS: 1852.244-70	Geographic Participation in the Aerospace Program (Apr 1985)
Applicable for Subcontract Values of \$150,000 or More	
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006) <i>Note 1: Alt I (Oct 1995) applies for the acquisition of commercial items.</i>
52.203-7	Anti-Kickback Procedures (May 2014) <i>Note 1: ¶(a) - "Definitions" apply.</i> <i>Note 2: ¶(c)(1) does not apply.</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) <i>Note 1: "Government" means "Government."</i>
52.215-2	Audits and Records – Negotiation (Oct 2010) <i>Note 1: Alt I (Mar 2009) applies.</i> <i>Note 2: Alt II (Aug 2016) applies.</i> <i>Note 3: Does not apply to the acquisition of commercial items exempted under FAR 15.403-1.</i> <i>Note 4: Applies for cost-reimbursement contracts with State and local Governments, educational institutions, and other nonprofit organizations.</i> <i>Note 5: "Government" means "Government."</i> <i>Note 6: "Contracting Officer" means "Contracting Officer" and "JPL."</i>
52.215-14	Integrity of Unit Prices (Oct 2010) <i>Note 1: Alt I (Oct 1997) applies.</i> <i>Note 2: Does not apply to:</i> a. construction or architect-engineer services under FAR Part 36;

	<ul style="list-style-type: none"> b. utility services under FAR Part 41; c. service subcontracts where supplies are not required; and d. acquisitions of commercial items; and [e] subcontracts for petroleum products.
52.215-23	Limitations on Pass-Through Charges (Oct 2009) <i>Note 1: Alt I (Oct 2009) applies.</i>
52.219-8	Utilization of Small Business Concerns (Nov 2016) <i>Note 1: Does not apply when:</i> <ul style="list-style-type: none"> 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	Equal Opportunity for Veterans (Oct 2015) <i>Note 1: Alt I (Oct 2015) applies.</i> <i>Note 2: Does not apply if work is performed outside the United States by employees recruited outside the U.S.</i> <i>Note 3: "Government" means "Government."</i>
52.222-37	Employment Reports on Veterans (Feb 2016) <i>Note 1: "Government" means "Government."</i>
52.223-6	Drug-free Workplace (May 2001) <i>Note 1: Does not apply to subcontracts:</i> <ul style="list-style-type: none"> 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	Authorization and Consent (Dec 2007) <i>Note 1: Alt I (Apr 1984) applies.</i> <i>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.</i> <i>Note 3: Does not apply when both complete performance and delivery are outside the United States.</i> <i>Note 4: ¶ (a) & (a)(2) – "Government" means "Government."</i>
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) <i>Note 1: ¶ (a) & (a)(2) – "Government" means "Government."</i> <i>Note 2: ¶ (a) – "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i> <i>Note 3: ¶ (b) – "Government" means "Government."</i> <i>Note 4: ¶ (b) – "Contracting Officer" means "Contracting Officer."</i>
52.242-13	Bankruptcy (Jul 1995) <i>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> <i>The Subcontractor shall ensure that the trustee, receiver, or liquidator, as applicable, is aware of the requirements set forth immediately above.</i>
52.246-23	Limitation of Liability (Feb 1997) <i>Note 1: ¶ (a)(1) - "Government" means "JPL."</i> <i>Note 2: ¶ (c) - The first two uses of "Government" mean "JPL or the Government." The third use of "Government" means "Government."</i>
52.246-24	Limitation of Liability- High Value Items (Feb 1997) <i>Note 1: Applies when unit cost is greater than \$100,000.</i> <i>Note 2: Applicable to property other than real property.</i> <i>Note 3: ¶ (a)(1) - "Government" means "JPL."</i> <i>Note 4: ¶ (c) - The first two uses of "Government" mean "JPL or the Government." The third use of "Government" means "Government."</i> <i>Note 5: ¶ (e)(3) - "Government" means "Government."</i>

52.246-25	Limitation of Liability – Services (Feb 1997) <i>Note 1: Applies to subcontracts requiring the performance of services.</i> <i>Note 2: ¶ (a)(1) - “Government” means “JPL.”</i> <i>Note 3: ¶ (c) - The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</i>
52.247-63	Preference for U.S. Flag Air Carriers (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>
Applicable for Subcontract Values Greater than \$500,000	
NFS: 1852.223-75	Major Breach of Safety and Security (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>
Applicable for Subcontract Values Greater than \$700,000	
52.219-9	Small Business Subcontracting Plan (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	Individual Subcontracting Reports (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>
Applicable for Subcontract Values Greater than \$2,000,000	
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (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	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (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	Subcontractor Certified Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 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	Notification of Ownership Changes (Oct 1997) <i>Note 1: “Administrative Contracting Officer” means “JPL Subcontracts Manager.”</i>
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (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	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications (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>

52.230-2	Cost Accounting Standards (Oct 2015) <i>Note 1: This clause, except Paragraph (b), applies to all negotiated subcontracts, unless the subcontract is exempted [see 48 CFR 9903.201-1]. In addition to any other remedies provided by law or under this subcontract, subcontractor agrees to indemnify and hold JPL harmless to the full extent of any loss, damage, or expense incurred by JPL as a result of failure of the subcontractor.</i> <i>Note 2: "Contracting Officer" means "Contracting Officer."</i> <i>Note 3: "Government" means "Government."</i>
52.230-6	Administration of Cost Accounting Standards (Jun 2010) <i>Note 1: "Contracting Officer" means "Contracting Officer."</i> <i>Note 2: "Government" means "Government."</i>
Applicable for Subcontract Values Greater than \$5,500,000	
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015) <i>Note 1: Applies if has a performance period of more than 120 days.</i> <i>Note 2: "Subcontract" means "Subcontract."</i> <i>Note 3: "Government" means "Government and JPL in support of its Government contractual obligations."</i>
52.203-14	Display of Hotline Poster(s) (Oct 2015) <i>Note 1: Applies if performance period is over 120 days.</i> <i>Note 2: Does not apply for acquisition of a commercial item.</i> <i>Note 3: Does not apply if performance entirely outside the U.S.</i>