



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

**GENERAL PROVISIONS (GPs) SET FOR:
FIXED PRICE WITH AN EDUCATIONAL INSTITUTION
SUBCONTRACT**

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

GOVERNMENT SUBCONTRACT	
<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>	
<i>As used in the clauses referenced below and throughout this subcontract:</i>	
<ul style="list-style-type: none">• <i>Federal Acquisition Regulation 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>	
<i>The Subcontractor shall comply with all applicable laws.</i>	

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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 – FIXED PRICE

- (a) JPL may at any time, by written Subcontract Unilateral Modification and without notice to the sureties, if any, make changes within the general scope of this Subcontract in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of inspection, delivery, or acceptance.
 - (4) Description of services to be performed.

- (5) Time of performance (i.e., hours of the day, days of the week, etc.).
- (6) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Subcontract, whether or not changed by the Modification, JPL shall make an equitable adjustment in (i) the Subcontract price, the delivery or completion schedule, or both; and (ii) other affected terms of the Subcontract, and shall modify the Subcontract accordingly.
- (c) The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the Modification. However, if JPL decides that the facts justify it, JPL may receive and act upon a proposal submitted before final payment of the Subcontract.
- (d) JPL may require change order accounting when deemed necessary. The Subcontractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Subcontractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by JPL.
- (e) If the Subcontractor's proposal includes the cost of property made obsolete or excess by the change, JPL shall have the right to prescribe the manner of the disposition of the property.
- (f) Nothing in this clause shall excuse the Subcontractor from proceeding with the Subcontract as modified.

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, regardless of how 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. Notwithstanding the foregoing, if Subcontractor is a publicly owned educational institution, the publicly-owned educational institution shall indemnify the Government and JPL to the maximum extent permitted under applicable laws.
- (c) Subcontractor agrees to insert this clause, 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.

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.

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.

DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE

- (a) For purposes of administration of the clause of this Subcontract entitled "New Technology" or "Patent Rights--Retention by the Subcontractor (Short Form)," whichever is included, the following named representatives are hereby designated to administer such clause:

Title	Office Code	Address
New Technology Representative	M/S 180-801	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 91109
Patent Representative	M/S 180-802	NASA Management Office at JPL 4800 Oak Grove Drive Pasadena, CA 911099

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any lower-tier subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

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.

FINAL PUBLISHED REPORT

The Subcontractor shall submit, if applicable, the Subcontractor's Final Published Report to the JPL Contract Technical 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; and (ii) be correctly marked to ensure appropriate dissemination.

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 GFCS to the Subcontractor in a condition not suitable for its intended use. Notwithstanding the foregoing, if the Subcontractor is a publicly owned educational institution, the Subcontractor shall indemnify the Government and JPL to the maximum extent permitted under applicable laws.

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.
- (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 above 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. if any injury occurs to Subcontractor employees on the premises under the control of JPL, 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 or Caltech/JPL or its employees. The Subcontractor will also indemnify, defend and hold harmless NASA and Caltech/JPL from any loss, cost, damage, expense or liability, including attorney's fees, or any suit therefore (Claim(s)), by reason of any co-employment or joint employment liability, including claims resulting from Subcontractor's violation of wage and hour, discrimination, harassment and other applicable laws; provided however that this indemnification obligation shall not apply to the extent that such Claim(s) was caused by the negligence, gross negligence, or intentional misconduct of NASA and Caltech/JPL. Notwithstanding the foregoing, if the Subcontractor is a publicly owned state education institution, the Subcontractor shall indemnify to the maximum extent permitted under the state laws applicable to the state public institution.

(e) 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 Subcontract Provisions And Forms Set (SPFS) (the term " SPFS " includes "General Provisions", any "Additional General Provisions" and "Subcontract Forms Set"), 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 SPFS, the inconsistency will be resolved in the following order of priority:
 - (1) The Alterations Clause.
 - (2) The SPFS 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 SPFS, 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 SPFS,
 - (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) The JPL will 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) Payments will be made 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 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) Except to the extent otherwise stated in the Subcontract Schedule, the Subcontractor's entitlement to receive payment for goods delivered or services performed in an amount of \$1,000 or less is waived by the Subcontractor's failure to submit an invoice within 60 days of receipt of the goods or services.

PRINCIPAL INVESTIGATOR

The Principal Investigator, specified in this Subcontract is considered essential to the work being performed. Prior to removing, replacing, or diverting the Principal Investigator, the Subcontractor shall notify JPL reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Subcontract. No diversion shall be made by the Subcontractor without the written consent of JPL; provided, that JPL may ratify in writing the change, and such ratification shall constitute the consent of JPL required by this clause.

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

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

RELEASE OF INFORMATION

- (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.

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.

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.

TECHNICAL DIRECTION

- (a) Performance of the work under this subcontract is subject to the written technical direction of the Contract Technical Manager (CTM), "Technical direction" means a directive to the Subcontractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Subcontractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements of this subcontract.
- (b) The CTM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Subcontractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the CTM.
- (d) The Subcontractor shall proceed promptly with the performance of technical direction duly issued by the CTM in the manner prescribed by this clause and within the CTM's authority. If, in the Subcontractor's opinion, any instruction or direction by the CTM falls within any of the categories defined in paragraph (b) of this clause, the Subcontractor shall not proceed but shall notify the Subcontracts Manager in writing within 5 working days after receiving it and shall request the Subcontracts Manager to take action as described in this clause. Upon receiving this notification, the Subcontracts Manager shall either issue an appropriate contract modification within a reasonable time or advise the Subcontractor in writing within 30 days that the instruction or direction is—
 - (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Subcontractor should proceed promptly with its performance.

- (e) A failure of the Subcontractor and the Subcontracts Manager to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Subcontractor in response to any direction given by any person other than the Subcontracts Manager or the CTM shall be at the Subcontractor's risk.

WARRANTY

(a) Definitions.

- (1) "Acceptance," as used in this clause, means the act of an authorized representative of JPL by which JPL assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the Subcontract.
- (2) "Correction," as used in this clause, means the elimination of a defect.
- (3) "Supplies," as used in this clause, means the end items furnished by the Subcontractor and related services required under this Subcontract. The word does not include "data."

(b) Subcontractor's Obligations.

- (1) The Subcontractor warrants that all supplies furnished under this Subcontract will be free from defects in material and workmanship and will conform with all requirements of this Subcontract; provided, however, that with respect to GFP, the Subcontractor's warranty shall extend only to its proper installation, unless the Subcontractor performs some modification or other work on the property, in which case the Subcontractor's warranty shall extend to the modification or other work.
- (2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall run from the date of delivery of the corrected or replaced supplies.
- (3) The Subcontractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Subcontractor by action of JPL. In the event that correction or replacement has been directed, the Subcontractor shall promptly notify JPL, in writing, of the nonavailability.
- (4) The Subcontractor shall also prepare and furnish to JPL data and reports applicable to any correction required (including revision and updating of all affected data called for under this Subcontract) at no increase in the Subcontract price.
- (5) When supplies are returned to the Subcontractor, the Subcontractor shall bear the transportation costs from the place of delivery specified in the Subcontract (irrespective of the f.o.b. point or the point of acceptance) to the Subcontractor's plant and return.
- (6) Aside from the expressed warranties of this clause, any other implied warranties of merchantability and the implied warranty of "fitness for a particular purpose" are excluded from any obligation contained in this Subcontract.

(c) Remedies Available to JPL.

- (1) In the event of a breach of the Subcontractor's warranty in Paragraph (b)(1) of this clause, JPL may, at no increase in Subcontract price:
 - (A) Require the Subcontractor, at the place of delivery specified in the Subcontract (irrespective of the f.o.b. point or the point of acceptance) or at the Subcontractor's plant, to repair or replace, at the Subcontractor's election, defective or nonconforming supplies; or
 - (B) Require the Subcontractor to furnish at the Subcontractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

- (2) If JPL does not require correction or replacement of defective or nonconforming supplies, or the Subcontractor is not obligated to correct or replace under paragraph (b)(3) of this clause, JPL shall be entitled to an equitable reduction in the Subcontract price.
- (3) JPL shall notify the Subcontractor in writing of any breach of the warranty in Paragraph (b) of this clause within 60 days after discovery of the defect. The Subcontractor shall submit to JPL a written recommendation within 30 days as to the corrective action required to remedy the breach. After receipt of the Subcontractor's recommendation for corrective action, JPL may, in writing, direct correction or replacement as in Paragraph (c)(1) of this clause, and the Subcontractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Subcontractor did not breach the warranty in paragraph (b)(1) of this clause, the Subcontract price will be equitably adjusted.
- (4) If supplies are corrected or replaced, the period for notification of a breach of the Subcontractor's warranty in Paragraph (c)(3) of this clause shall be 60 days after discovery of the defect.
- (5) In no event shall the Subcontractor be liable to JPL for consequential damages resulting from: (i) general or particular requirements and needs of JPL which the Subcontractor at the time of Subcontracting had reason to know and which could not reasonably be prevented by cover or otherwise; or ii) injuries to persons or property proximately resulting from any breach of warranty.
- (6) The rights and remedies (or limitations thereof) provided in this clause are in addition to and do not limit any rights afforded by any other clause of this Subcontract.
- (7) As contemplated by Paragraph (b) of this clause, the Subcontractor warrants the supplies furnished under this Subcontract for a period of time, as specified in the Subcontract Schedule, from the date of delivery, or if no time period is so specified then for the period(s) for which the Subcontractor customarily warrants the supplies for its commercial customers. 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 in addition to the provisions of this clause; however, such commercial warranty shall not be construed as limiting JPL's rights under this clause.

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 that exceed the micro-purchase threshold, as defined in FAR 2.101, in effect on the date the solicitation was issued	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-1	Buy American – Supplies (May 2014) <i>Note 1: “Government” means “Government.”</i> <i>Note 2: “Agency” means “JPL.”</i>
Applicable for all Subcontract Dollar Values that exceed the simplified acquisition threshold, as defined in FAR 2.101, in effect on the date the solicitation was issued	
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>
52.215-2	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> <i>a. construction or architect-engineer services under FAR Part 36;</i> <i>b. utility services under FAR Part 41;</i> <i>c. service subcontracts where supplies are not required; and</i> <i>d. acquisitions of commercial items; and [e] subcontracts for petroleum products.</i>
52.227-1	Authorization and Consent (Dec 2007)

	<p>Note 1: <i>Alt I (Apr 1984) applies.</i></p> <p>Note 2: <i>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></p> <p>Note 3: <i>Does not apply when both complete performance and delivery are outside the United States.</i></p> <p>Note 4: ¶ (a) & (a)(2) – “Government” means “Government.”</p>
52.227-2	<p>Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)</p> <p>Note 1: ¶ (a) & (a)(2) – “Government” means “Government.”</p> <p>Note 2: ¶ (a) – “Contracting Officer” means “Contracting Officer through the JPL Subcontracts Manager.”</p> <p>Note 3: ¶ (b) – “Government” means “Government.”</p> <p>Note 4: ¶ (b) - “Contracting Officer” means “Contracting Officer.”</p>
52.229-3	<p>Federal, State, and Local Taxes (Feb 2013)</p> <p>Note 1: <i>Applies if effort is to be performed wholly or partly in the United States or its outlying areas.</i></p>
52.242-13	<p>Bankruptcy (Jul 1995)</p> <p>Note 1: <i>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></p> <p><i>The Subcontractor shall ensure that the trustee, receiver, or liquidator, as applicable, is aware of the requirements set forth immediately above.</i></p>
52.246-23	<p>Limitation of Liability (Feb 1997)</p> <p>Note 1: ¶ (a)(1) - “Government” means “JPL.”</p> <p>Note 2: ¶ (c) - The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</p>
52.246-24	<p>Limitation of Liability- High Value Items (Feb 1997)</p> <p>Note 1: <i>Applies when unit cost is greater than \$100,000.</i></p> <p>Note 2: <i>Applicable to property other than real property.</i></p> <p>Note 3: ¶ (a)(1) - “Government” means “JPL.”</p> <p>Note 4: ¶ (c) - The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</p> <p>Note 5: ¶ (e)(3) - “Government” means “Government.”</p>
52.246-25	<p>Limitation of Liability – Services (Feb 1997)</p> <p>Note 1: <i>Applies to subcontracts requiring the performance of services.</i></p> <p>Note 2: ¶ (a)(1) - “Government” means “JPL.”</p> <p>Note 3: ¶ (c) - The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</p>
52.247-63	<p>Preference for U.S. Flag Air Carriers (Jun 2003)</p> <p>Note 1: <i>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></p> <p>Note 2: “Government” means “Government.”</p>
NFS 1852.228-76	<p>Cross Waiver of Liability for International Space Station Activities (Oct 2012)</p> <p>Note 1: <i>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></p> <p>Note 2: “Government” means “Government.”</p>
NFS 1852.228-78	<p>Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (Oct 2012)</p> <p>Note 1: <i>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></p> <p>Note 2: “Government” means “Government.”</p>
Applicable for all Subcontract Dollar Values that exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract award	
52.219-9	<p>Small Business Subcontracting Plan (Oct 2022)</p> <p>Note 1: <i>Alt I (Oct 2016) applies when subcontracting by sealed bidding rather than by negotiation.</i></p> <p>Note 2: <i>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></p> <p>Note 3: <i>JPL’s approval of the Plan will be based on the requirements in JPL Form 0294</i></p>

	<i>"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 all Subcontract Dollar Values	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.211-5	Material Requirements (Aug 2000) <i>Note 1: Applies for subcontracts for supplies that are not commercial items.</i> <i>Note 2: The term "Government" means "Government."</i>
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
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; or c. There are no further subcontracting opportunities offered; or d. The subcontractor is already a small business concern.
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
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>
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011) <i>Note 1: Applies: only when subcontract performance will take place on a federal facility.</i> <i>Note 2: Alt I (May 2011) applies.</i> <i>Note 3: Alt II (May 2011) applies.</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.

52.223-7	<p>Notice of Radioactive Materials (Jan 1997)</p> <p>Note 1: <i>Applies if subcontract is for radioactive materials, as defined in the clause.</i></p> <p>Note 2: <i>Add to paragraph (a): "30 days."</i></p>
52.223-11	<p>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)</p> <p>Note 1: <i>Applies to subcontracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.</i></p> <p>Note 2: <i>"Ozone-depleting substances" is defined in the clause.</i></p> <p>Note 3: <i>"High global warming potential hydrofluorocarbons" is defined in this clause.</i></p> <p>Note 4: <i>"Global warming potential" is defined in this clause.</i></p> <p>Note 5: <i>"Hydrofluorocarbons" is defined in this clause.</i></p>
52.223-12	<p>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)</p> <p>Note 1: <i>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></p>
52.223-15	<p>Energy Efficiency in Energy Consuming Products (Dec 2007)</p>
52.223-17	<p>Affirmative Procurement EPA-Designated Items in Service and Construction Contracts (May 2008)</p> <p>Note 1: <i>Applies to subcontracts for services or construction, unless the subcontract will not involve the use of EPA-designated items.</i></p>
52.225-13	<p>Restrictions on Certain Foreign Purchases (Jun 2008)</p>
52.227-11	<p>Patent Rights – Ownership by the Contractor (May 2014)</p> <p>Note 1: <i>Alt IV (Jun 1989) applies only when there is the operation of a Government-owned facility.</i></p>
52.227-14	<p>Rights in Data – General (May 2014)</p> <p>Note 1: <i>Alt II (Dec 2007) applies.</i></p> <p>Note 2: <i>Alt III (Dec 2007) applies.</i></p> <p>Note 3: <i>Alt IV (Dec 2007) applies.</i></p> <p>Note 4: <i>Alt V (Dec 2007) applies.</i></p> <p>Note 5: <i>As modified by NASA FAR Supplement 1852.227-14 for all task orders not for basic or applied research.</i></p> <p>Note 6: <i>"Government" means "Government," unless otherwise stated in these notes for 52.227-14.</i></p> <p>Note 7: <i>"Contracting Officer" means "Contracting Officer through JPL."</i></p> <p>Note 8: <i>¶ (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></p> <p>Note 9: <i>¶ (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 80NM0018D0004 between the Caltech and NASA under subcontract number (insert subcontract number)."</i></p> <p>Note 10: <i>¶ (g)(3)(a) of ALOT II and (g)(4) of ALT III – After "Government Contract No.," insert "80NM0018D0004" and after "Subcontract" insert the subcontract number of this Subcontract.</i></p> <p>Note 11: <i>¶ (g)(3)(a) of ALT II, after the last sentence, insert: (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></p> <p>Note 12: <i>Communications/notifications required under this clause from the Subcontractor to the Contracting Officer shall be through the JPL Subcontracts Manager.</i></p>

52.227-16	Additional Data Requirements (Jun 1987)
52.227-23	Rights to Proposal Data (Technical) (Jun 1987) <i>Note 1: Insert applicable pages, if any, after “contained on pages.”</i> <i>Note 2: Insert date after “proposal dated.”</i>
52.229-3	Federal, State, and Local Taxes (Feb 2013) <i>Note 1: Applies if effort is to be performed wholly or partly in the United States or its outlying areas.</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>
52.242-15	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>
52.243-1	Changes – Fixed Price (Aug 1987) <i>Note 1: Alt 1 (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>
52.244-6	Subcontracts for Commercial Items (Nov 2017)
52.245-1	Government Property (Jan 2017) <i>Note 1: Alt II (Apr 2012) applies.</i> <i>Note 2: “Government” is unchanged in the phrases “Government Property,” “Government-furnished,” “Government-furnished property,” “Government Material,” & “Government-owned.”</i> <i>Note 3: “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 4: “Government” means “JPL and the Government” in the following: ¶ (g), (h), (j)(6)(i), & (k)(4).</i> <i>Note 5: ¶ (a) - “agency” means “JPL.”</i> <i>Note 6: “Termination Contracting Officer” means “JPL Subcontracts Manager.”</i> <i>Note 7: “Government means “Government through JPL” in ¶ (k)(1),(2) & (3).</i> <i>Note 8: “Government contract” means “Government contract or subcontract” in ¶ (j)(6)(i).</i> <i>Note 9: Alt 1 (Apr 2012) Applies to subcontracts without certified cost or pricing data.</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>
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)
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>
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Aug 2016) <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>
52.249-9	Default (Fixed Price R&D) (Apr 1984) <i>Note 1: “Government” means “Government and JPL in support of its Government contractual obligations.”</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: 1852.227-11	Patent Rights Retention by the Contractor (Short Form) (Apr 2015) <i>Note 1: "Government" means "Government."</i>
NFS: 1852.237-72	Access To Sensitive Information (Jun 2005)
NFS: 1852.237-73	Release Of Sensitive Information (Jun 2005) <i>Note 1: ¶ (c)(1) - "NASA shall not disclose outside the Agency" means "NASA, including JPL, shall not disclose outside the Agency."</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 Greater than \$35,000	
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: 1852.244-70	Geographic Participation in the Aerospace Program (Apr 1985)

Applicable for Subcontract Values of \$150,000 or More	
52.203-7	<p>Anti-Kickback Procedures (May 2014) <i>Note 1: ¶(a) - "Definitions" apply.</i> <i>Note 2: ¶(c)(1) does not apply.</i></p>
52.203-12	<p>Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) <i>Note 1: "Government" means "Government."</i></p>
52.222-4	<p>Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014) <i>Note 1: Applies when the subcontract may require or involve the employment of laborers or mechanics.</i> <i>Note 2: Does not apply to subcontracts for:</i> <ul style="list-style-type: none"> a. commercial items; b. transportation or the transmission of intelligence; and c. subcontracts to be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act [43 U.S.C. 1331] [29 CFR 5.15]. <i>Note 3: "Government" means "the Government and JPL in support of its Government contractual obligations."</i> <i>Note 4: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i></p>
52.222-35	<p>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></p>
52.222-37	<p>Employment Reports on Veterans (Feb 2016) <i>Note 1: "Government" means "Government."</i></p>
Applicable for Subcontract Values over \$150,000	
52.222-4	<p>Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014) <i>Note 1: Applies when the subcontract may require or involve the employment of laborers or mechanics.</i> <i>Note 2: Does not apply to subcontracts for:</i> <ul style="list-style-type: none"> a. commercial items; b. transportation or the transmission of intelligence; and c. subcontracts to be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act [43 U.S.C. 1331] [29 CFR 5.15]. <i>Note 3: "Government" means "the Government and JPL in support of its Government contractual obligations."</i> <i>Note 4: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i></p>
Applicable for Subcontract Values over \$500,000	
NFS: 1852.223-75	<p>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></p>
Applicable for Subcontract Values Greater than \$2,000,000	
52.215-10	<p>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></p>
52.215-11	<p>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></p>
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	<p>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Jul 2005)</p> <p><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></p>
52.215-19	<p>Notification of Ownership Changes (Oct 1997)</p> <p><i>Note 1: "Administrative Contracting Officer" means "JPL Subcontracts Manager."</i></p>
52.215-20	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)</p> <p><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></p>
52.215-21	<p>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010)</p> <p><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></p>
52.230-5	<p>Cost Accounting Standards—Educational Institution (Aug 2016)</p> <p><i>Note 1: Applies:</i></p> <ul style="list-style-type: none"> a. <i>To educational institutions, unless the subcontract is exempt [see 48 CFR 9903.201-1][FAR Appendix];</i> b. <i>If the subcontract is to be performed by an FFRDC [see 48 CFR 9903.201-2(c)(5)] [FAR Appendix]; or</i> c. <i>If the provision at 48 CFR 9903.201-2(c)(6) [FAR Appendix] applies.</i>
52.230-6	<p>Administration of Cost Accounting Standards (Jun 2010)</p> <p><i>Note 1: "Contracting Officer" means "Contracting Officer."</i></p> <p><i>Note 2: "Government" means "Government."</i></p>
Applicable for Subcontract Values Greater than \$5,500,000	
52.203-13	<p>Contractor Code of Business Ethics and Conduct (Oct 2015)</p> <p><i>Note 1: Applies if has a performance period of more than 120 days.</i></p> <p><i>Note 2: "Subcontract" means "Subcontract."</i></p> <p><i>Note 3: "Government" means "Government and JPL in support of its Government contractual obligations."</i></p>
52.203-14	<p>Display of Hotline Poster(s) (Oct 2015)</p> <p><i>Note 1: Applies if performance period is 120 days or more.</i></p> <p><i>Note 2: Does not apply for acquisition of a commercial item.</i></p> <p><i>Note 3: Does not apply if performance entirely outside the U.S.</i></p>