



THE CALIFORNIA INSTITUTE OF TECHNOLOGY  
JET PROPULSION LABORATORY

GENERAL PROVISIONS (GPs) SET FOR:  
TIME AND MATERIAL CONSTRUCTION  
SUBCONTRACT

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

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

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## **ASSIGNMENT OF RIGHTS**

- (a) The Subcontractor may assign its rights to be paid amounts due or to become 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 – LABOR-HOUR/TIME-AND-MATERIAL**

- (a) JPL may at any time, by written unilateral modification, and without notice to the sureties, if any, make changes or issue directions within the general scope of this Subcontract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for JPL in accordance with the drawings, designs, or specifications.

- (5) Method of shipment or packing of supplies.
  - (6) Place of delivery.
  - (7) Amount of GFP.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this Subcontract, whether or not changed by the modification, or otherwise affects any other provision of this Subcontract, JPL shall make an equitable adjustment in the (i) ceiling price, (ii) hourly rates, (iii) delivery or performance schedule, and (iv) other affected provisions, 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) Except as provided in paragraph (e) below, nothing contained in this clause shall excuse the Subcontractor from proceeding with the Subcontract as changed.
  - (e) Notwithstanding the provisions of paragraphs (a) through (d) above, the ceiling price of this Subcontract shall not be increased or deemed to be increased except by specific written modification of the Subcontract indicating the new Subcontract ceiling price. Until such modification is made, the Subcontractor shall not be obligated to continue performance or incur costs beyond the point established in paragraph (f) or (g) of the clause of this Subcontract entitled "Timekeeping and Payments."

#### **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

Except as otherwise provided or agreed, any dispute relating to this subcontract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon filing of a legal action by the aggrieved party. It is further agreed by the Subcontractor that litigation shall be limited and confined exclusively to the appropriate state or Federal court locate within the State of California. During the pendency of any dispute, the Contractor shall proceed diligently with the performance of the subcontract and in accordance with the direction of JPL. Each party shall be responsible for paying its own attorney's fees.

## ELECTRICAL EQUIPMENT ACQUISITION

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

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

## ELECTRONICALLY TRANSMITTED COPIES

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

## 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.

#### **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.

<b>INSPECTION – TIME AND MATERIAL AND LABOR-HOUR</b>
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- (a) Definitions.
  - (1) "Subcontractor's managerial personnel," as used in this clause, means any of the Subcontractor's directors, officers, managers, superintendents, or equivalent 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 operation at any one plant or separate location at which the Subcontract is being performed; or
    - (C) A separate and complete major industrial operation connected with the performance of this Subcontract.
  - (2) "Materials," as used in this clause, includes data when the Subcontract does not include the Warranty of Data clause.
- (b) The Subcontractor shall provide and maintain an inspection system acceptable to JPL covering the material, fabricating methods, work, and services under this Subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to JPL during Subcontract performance and for as long afterwards as the Subcontract requires.
- (c) JPL has the right to inspect and test all materials furnished and services performed under this Subcontract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. JPL, through any authorized representative, may also inspect the plant or plants of the Subcontractor or any lower-tier subcontractor engaged in Subcontract performance. JPL shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If JPL performs inspection or test on the premises of the Subcontractor or a lower-tier subcontractor, the Subcontractor shall furnish and shall require lower-tier subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the Subcontract, JPL shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during Subcontract performance, but not later than six months (or such other time as may be specified in the Schedule) after acceptance of the services or materials last delivered under this Subcontract, JPL may require the Subcontractor to replace or correct services or materials that at time of delivery failed to meet Subcontract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Timekeeping and Payments" clause of this Subcontract, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Subcontractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) If the Subcontractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or ceiling price as increased by JPL), JPL may:
  - (1) By Subcontract or otherwise, perform the replacement or correction, charge to the Subcontractor any increased cost, or deduct such increased cost from any amounts paid or due under this Subcontract (or require repayment of any payments theretofore made); or
  - (2) Terminate this Subcontract for default.
- (h) Notwithstanding paragraphs (f) and (g) above, JPL may at any time require the Subcontractor to remedy by correction or replacement, without cost to JPL, any failure by the Subcontractor to comply with the requirements of this Subcontract, if the failure is due to (i) fraud, lack of good faith, or willful misconduct on the part of the Subcontractor's managerial personnel or (ii) the conduct of one or more of the Subcontractor's employees selected or retained by the Subcontractor after any of the Subcontractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this Subcontract.
- (j) The Subcontractor has no obligation or liability under this Subcontract to correct or replace materials and services that at time of delivery do not meet Subcontract requirements, except as provided in this clause or as may be otherwise specified in the Subcontract.
- (k) Unless otherwise specified in the Schedule, the Subcontractor's obligation to correct or replace Government-furnished property shall be governed by the clause entitled "Government Property."
- (l) If this Subcontract, including those documents forming a part hereof by reference or incorporation, provides for or requires the submission of any of the work to JPL for approval, any such approval given by JPL, prior to final acceptance, shall not relieve the Subcontractor of its responsibility for complying with the specifications and other provisions of this Subcontract. Any such approval shall not be construed as an assumption by JPL of the responsibility that such work complies or will comply with the specifications or other provisions of this Subcontract.

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



all deaths, bodily injury, sickness or disease, and property damage arising per occurrence and Two Million Dollars (\$2,000,000) aggregate for all deaths, bodily injury, sickness or disease, and property damage arising per occurrence or in the aggregate for any incident which occurs during the policy period, regardless of when the claim is filed. Commercial Automobile Liability Insurance (CA 00 01 10 13 or its equivalent) covering all hired, owned and non-owned vehicles used by or on behalf of the Subcontractor with combined single limits of Two Million Dollars (\$2,000,000) per accident.

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

#### **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.

#### **MATERIAL AND WORKMANSHIP**

- (a) All equipment, material, and articles incorporated into the work covered by this Subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of JPL, is equal to that named in the specifications, unless otherwise specifically provided in this Subcontract.
- (b) The Subcontractor shall obtain JPL's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Subcontractor shall furnish to JPL the name of the

manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Subcontract or by JPL, the Subcontractor shall also obtain JPL's approval of the material or articles that the Subcontractor contemplates incorporating into the work. When requesting approval, the Subcontractor shall provide full information concerning the material or articles. When directed to do so, the Subcontractor shall submit samples for approval at the Subcontractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (c) All work under this Subcontract shall be performed in a skillful and workmanlike manner. JPL may require, in writing, that the Subcontractor removes from the work any employee JPL deems incompetent, careless, or otherwise objectionable.

**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.

**PERMITS AND RESPONSIBILITIES**

The Subcontractor shall, without additional expense to JPL, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Subcontractor shall also be responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others, including, but not limited to, the enclosing of the Subcontractor's work area with adequate barricades and, where appropriate, flashing lights as approved by JPL. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the Subcontract. The Subcontractor agrees to indemnify JPL and the Government against any loss, cost, liability, or damage by reason of the Subcontractor's violation of or failure to comply with any applicable laws, executive orders, or regulations.

**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.

### **PROTECTION OF EXISTING VEGETATION, STRUCTURES, MATERIALS, IMPROVEMENTS, UTILITIES, AND WORK IN PROGRESS**

- (a) The Subcontractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workers, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by JPL.
- (b) The Subcontractor shall protect from damage all existing structures, improvements or utilities, the location of which is made known to it, within or outside the working area. Such protection shall include both the exterior and interior and the finish thereof and shall be performed by adequately covering or, with the approval of JPL, by temporary removal. Any damage to such facilities resulting from the Subcontractor's failure to comply with the requirements of this Subcontract or the failure to exercise reasonable care in the performance of the work shall be promptly repaired or replaced with materials, fixtures or equipment of the same kind, quality and size. If the Subcontractor fails or refuses to repair any such damage promptly, JPL may have the necessary work performed and charge the cost thereof to the Subcontractor. Any materials or equipment temporarily removed for protection and not damaged shall be reinstalled.
- (c) The Subcontractor shall at all times protect and preserve all work in progress, including, but not limited to, work performed, materials, supplies and equipment of every description (including property which may be Government-owned). The protection must be substantial and as placed as to be easily removed for inspection or to facilitate the progress of other work. All reasonable requests of JPL to enclose or specifically protect such property shall be complied with. If, as determined by JPL, materials, equipment, supplies, and work performed are not adequately protected by the Subcontractor, such property may be protected by JPL and the cost thereof may be charged to the Subcontractor or deducted from any payment due it.

### **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.

**SIGNS AND ADVERTISEMENTS**

No signs or advertisements will be allowed on the site unless prior written approval is obtained from JPL.

**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.

**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.

<b>TEMPORARY UTILITIES AND UTILITY TIE-INS</b>
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- (a) Water. All reasonably required amounts of water will be made available to the Subcontractor by JPL from existing water system outlets and supplies. Any pumping facilities, temporary connections, or piping required to transmit the water shall be furnished by the Subcontractor, subject to the approval of JPL, and shall be removed in a satisfactory manner, at the Subcontractor's expense, when the job is completed.
- (b) Electricity.
  - (1) All reasonable electric current required by the Subcontractor shall be furnished by JPL. All temporary connections for electricity shall be subject to the approval of JPL.
  - (2) All temporary lines will be furnished, installed, connected and maintained by the Subcontractor in a workmanlike manner satisfactory to JPL and shall be removed by the Subcontractor in like manner at its expense prior to completion of the construction.
  - (3) The Subcontractor shall furnish engine-driven welders for required welding power.
- (c) Telephone Service. Unless otherwise provided in this Subcontract, telephone service shall be provided by the Subcontractor, or, where available, JPL pay telephones may be used.
- (d) Utility Tie-Ins.
  - (1) All tie-ins, modifications, or moving of JPL utilities such as air, power, fire sprinkler systems, water, air-conditioning systems, etc., must be scheduled through JPL and shall be done on Saturdays or Sundays, if required, at no additional cost to JPL.
  - (2) Unless otherwise specified in this Subcontract, the Subcontractor shall submit schedules to JPL at least 10 calendar days in advance of any building utility outages and off-hour work, and JPL will inform the Subcontractor within seven calendar days of receipt of notification of approval or disapproval of such schedules.

- (e) Water and Utility Usage. The Subcontractor shall provide continuous surveillance of water flow or other utility usage to prevent waste or damage to JPL property.

#### **TERMINATION – LABOR-HOUR/TIME AND MATERIAL**

- (a) JPL may terminate performance of work under this Subcontract in whole or, from time to time, in part, if:
- (1) JPL determines that a termination is in the interest of JPL or the Government.
  - (2) The Subcontractor defaults in performing this Subcontract and fails to cure the default within 10 days (unless extended by JPL) after receiving a JPL notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) JPL shall terminate by delivering to the Subcontractor a Notice of Termination specifying whether termination is for default of the Subcontractor or for convenience of JPL or the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Subcontractor was not in default or that the Subcontractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Subcontractor as set forth in the clause of this Subcontract entitled "Excusable Delays," the rights and obligations of the parties will be the same as if the termination was for the convenience of JPL or the Government.
- (c) After receipt of a Notice of Termination, and except as directed by JPL, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
  - (2) Place no further lower-tier subcontracts or orders (referred to as lower-tier subcontracts in this clause), except as necessary to complete the continued portion of the Subcontract.
  - (3) Terminate all lower-tier subcontracts to the extent they relate to the work terminated.
  - (4) Assign to JPL, in the manner and to the extent directed by JPL, all right, title, and interest of the Subcontractor under the lower-tier subcontracts terminated, in which case JPL shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by JPL, settle all outstanding liabilities and termination settlement proposals arising from the termination of lower-tier subcontracts, the cost of which would be reimbursable in whole or in part, under this Subcontract; approval or ratification will be final for purposes of this clause.
  - (6) Transfer title (if not already transferred) and, as directed by JPL, deliver to JPL (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the Subcontract had been completed, would be required to be furnished to JPL, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this Subcontract, the cost of which the Subcontractor has been or will be reimbursed under this Subcontract.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that JPL may direct, for the protection and preservation of the property related to this Subcontract that is in the possession of the Subcontractor and in which the Government has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by JPL, any property of the types referred to in subparagraph (6) above; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, JPL. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by JPL under this Subcontract, credited to the price or cost of the work, or paid in any other manner directed by JPL.

- (d) The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Subcontractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 45.6 of FAR and any corresponding implementing or supplementing provisions in the NFS, the Subcontractor may submit to JPL a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by JPL. The Subcontractor may request JPL to remove those items or enter into an agreement for their storage. Within 15 days, JPL will accept the items and remove them or enter into a storage agreement. JPL may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, the Subcontractor shall submit a final termination settlement proposal to JPL in the form and with the certification prescribed by JPL. The Subcontractor shall submit the proposal promptly, but no later than six months from the effective date of termination, unless extended in writing by JPL upon written request of the Subcontractor within this six- month period. However, if JPL determines that the facts justify it, a termination settlement proposal may be received and acted on after six months or any extension. If the Subcontractor fails to submit the proposal within the time allowed, JPL may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) above, the Subcontractor and JPL may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The Subcontract shall be amended, and the Subcontractor paid the agreed amount.
- (h) If the Subcontractor and JPL fail to agree in whole or in part on the amount to be paid because of the termination of work, JPL shall determine, on the basis of information available, the amount, if any, due the Subcontractor, and shall pay the amount determined as follows:
  - (1) If the termination is for the convenience of JPL, include:
    - (A) An amount for direct labor hours (as defined in the Schedule of the Subcontract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Subcontractor;
    - (B) An amount (computed under the provisions for payment of materials or other direct costs) for material expenses or other direct costs incurred before the effective date of termination, not previously paid to the Subcontractor;
    - (C) An amount for labor and material expenses and other direct costs computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by JPL; however, the Subcontractor shall discontinue these expenses as rapidly as practicable;
    - (D) If not included in (A), (B), or (C) above, the cost of settling and paying termination settlement proposals under terminated lower-tier subcontracts that are properly chargeable to the terminated portion of the Subcontract; and
    - (E) The reasonable costs of settlement of the work terminated, including:
      - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
      - (ii) The termination and settlement of lower-tier subcontracts (excluding the amounts of such settlements); and
      - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.



- (2) If the termination is for default of the Subcontractor, include the amounts computed under (1) above but omit:
  - (A) Any amount for preparation of the Subcontractor's termination settlement proposal; and
  - (B) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by JPL.
- (i) The cost principles and procedures in Part 31 of the FAR and any corresponding implementing or supplementing provisions in the NFS, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The determination by JPL of the amount, if any, due the Subcontractor by reason of the termination of this Subcontract, as provided in paragraphs (f) or (h) above or paragraph (k) below of this clause, shall not be final and conclusive with regard to the Subcontractor's right to pursue any available legal remedy in the event the Subcontractor disagrees with such determination, provided that, if the Subcontractor has failed to submit its claim within the time provided in paragraph (f) above, and has failed to request an extension of such time, the determination of JPL as to the amount due shall be final and conclusive.
- (k) In arriving at the amount due the Subcontractor under this clause, there shall be deducted:
  - (1) All unliquidated advance or other payments to the Subcontractor, under the terminated portion of this Subcontract;
  - (2) Any claim which JPL has against the Subcontractor under this Subcontract; and
  - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Subcontractor or sold under this clause and not recovered by or credited to JPL.
- (l) If the termination is partial, the Subcontractor may file with JPL a proposal for an equitable adjustment of the price(s) for the continued portion of the Subcontract. JPL shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by JPL.
- (m)
  - (1) JPL may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the Subcontract, if JPL believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.
  - (2) If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to JPL upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid to JPL. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by JPL because of the circumstances.

<b>TIMEKEEPING AND PAYMENTS</b>
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- (a) General. The Subcontractor shall submit invoices to JPL as indicated in the Schedule and discussed below. Payment to the Subcontractor for hours worked by the Subcontractor employees listed in the Schedule (or Subcontract Work Order) (or if there is no listing of personnel by name in the Schedule, then by personnel of the classification listed in the Schedule) will be based on the actual hours worked by such personnel in accordance with paragraph (b) below. Reimbursement of the Subcontractor for travel and related expenses or allowances shall be allowable only if stated in the Schedule and shall be subject to the provisions below.
- (b) Timekeeping. The Subcontractor is responsible for accurately tracking and recording the hours and days of the workweek and the hours of the work shift that are worked by its employees and any authorized lower-tier subcontractors. Unless otherwise provided for in this Subcontract, the Subcontractor shall maintain timekeeping

records in accordance with form JPL 1725, "Minimum Timekeeping Requirements for Labor-Hour/Time and Material Subcontracts."

(c) Hourly Rate.

- (1) Hourly rate means the rate(s) prescribed in the Subcontract for payment for labor that meets the labor category qualifications of a labor category specified in the Subcontract that are-
  - (A) Performed by the Subcontractor;
  - (B) Performed by the lower-tier subcontractors; or
  - (C) Transferred between divisions, subsidiaries, or affiliates of the Subcontractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule or Subcontract Work Order by the number of direct labor hours performed. Working time shall be calculated in tenth-of-an-hour increments for each full six minutes beginning with the designated or approved shift starting time or the actual starting time. Mealtime deductions will be as determined by the Subcontractor. At the end of the day, working time shall not be computed beyond the end of the designated approved shift unless overtime is authorized. Invoices shall be submitted weekly, (unless another interval is specified in the Schedule) to the attention of the JPL Travel Invoice Management Section. Invoices shall contain the accuracy representation as required by JPL, and shall be submitted by one of the authorized representatives specified in the Schedule. Promptly after receipt of each invoice, JPL will, except as otherwise provided in this Subcontract, and subject to the terms of (g) below, pay the invoice as approved by JPL.
- (3) The hourly rates will be paid for all labor performed on the Subcontract that meets the labor qualifications specified in the Subcontract. Labor hours incurred to perform tasks for which labor qualifications were specified in the Subcontract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the Subcontract, unless specifically authorized by the Subcontracts Manager.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable.
- (5) Unless otherwise prescribed in the Schedule, JPL will withhold five percent of the amounts due under this Subcontract, or such other amount that JPL considers necessary to protect the interest of JPL and the Government, but the total amount withheld will not exceed \$50,000. The amounts withheld will be retained until the execution and delivery of a release by the Subcontractor as provided in paragraph (h) below.
- (6) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Subcontractor having performed work on an overtime basis. If the Schedule or Subcontract Work Order provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by JPL.

(d) Materials.

- (1) For purposes of this clause-
  - (A) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
  - (B) *Materials* means—
    - (i) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Subcontractor under a common control;
    - (ii) Subcontracts for supplies and incidental services for which there is not a labor category specified in the Subcontract;
    - (iii) Other direct costs (e.g., incidental services for which there is not a labor category specified in the Subcontract, travel, computer usage charges, etc.); and

- (iv) Applicable indirect costs.
- (2) If the Subcontractor furnishes its own materials that meet the definition of commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Subcontractor's established catalog or market price, adjusted to reflect the:
  - (A) Quantities being acquired; and
  - (B) Actual cost of any modifications necessary because of Subcontract requirements;
- (3) Except as provided for in paragraph (d)(2) of this clause, JPL will reimburse the Subcontractor for allowable cost of materials provided the Subcontractor-
  - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
  - (B) Ordinarily makes these payments within 30 days of the submission of the Subcontractor's payment request to JPL and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment Clause of this Subcontract. JPL will determine allowable costs of materials in accordance with Subpart 31.2 of FAR in effect on the date of this Subcontract and any corresponding implementing or supplementing provisions in the NFS.
- (5) The Subcontractor may include allocable indirect costs and other direct costs to the extent they are-
  - (A) Comprised only of costs that are clearly excluded from the hourly rate;
  - (B) Allocated in accordance with the Subcontractor's written or established accounting practices; and
  - (C) Indirect costs are not applied to Subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Subcontractor shall-
  - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
  - (B) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Subcontractor shall promptly notify the Subcontracts Manager and give reasons. The Subcontractor shall give credit to JPL for cash and trade discounts, rebates, scrap, commission, and other amounts that have accrued to the benefit of the Subcontractor; or would have accrued except for the fault or negligence of the Subcontractor. The Subcontractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Subcontractors or lost through fault of JPL.
- (7) Except as provided for in FAR 31.205-26(e) and (f), JPL will not pay profit or fee to the Subcontractor on materials.
- (8)
  - (A) JPL will reimburse the Subcontractor for costs of lower-tier subcontracts that are authorized under the lower-tier subcontracts clause of this Subcontract, provided that the costs are consistent with paragraph (d)(6) of this clause.
  - (B) JPL will limit reimbursable costs in connection with lower-tier subcontracts to the amounts paid for supplies and services purchased directly for the Subcontract when the Subcontractor has made or will make payments determined due of cash, checks, or other forms of payment to the lower-tier subcontractor:
    - (i) In accordance with the terms and conditions of a lower-tier subcontract or invoice; and
    - (ii) Ordinarily within 30 days of the submission of the Subcontractor's payment request to JPL.

- (C) JPL will not reimburse the Subcontractor for any costs arising from the letting, administration, or supervision of performance of the lower-tier subcontract, if the costs are included in the hourly rates payable under paragraph (c)(2) of this clause.
- (e) Total Cost. It is estimated that the total cost to JPL for the performance of this Subcontract shall not exceed the ceiling price set forth in the Schedule and the Subcontractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this Subcontract within such ceiling price. If at any time the Subcontractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this Subcontract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85% of the ceiling price in the Schedule, the Subcontractor shall notify JPL, giving a revised estimate of the total price to JPL for performing this Subcontract with supporting reasons and documentation. If at any time during performance of this Subcontract, the Subcontractor has reason to believe that the total price to JPL for performing this Subcontract will be substantially greater or less than the then stated ceiling price, the Subcontractor shall so notify JPL, giving a revised estimate of the total price for performing this Subcontract, with supporting reasons and documentation. If at any time during performance of this Subcontract, JPL has reason to believe that the work to be required in performing this Subcontract will be substantially greater or less than the stated ceiling price, JPL will so advise the Subcontractor, giving the then revised estimate of the total amount of effort to be required under the Subcontract.
- (f) Ceiling Price. JPL will not be obligated to pay the Subcontractor any amount in excess of the ceiling price in the Schedule, unless and until JPL notifies the Subcontractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this Subcontract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Subcontractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material or other direct costs had been incurred after the increase in the ceiling price. Directions, orders, notices, requests and the like issued by JPL pursuant to the "Changes" clause or any other provision of this Subcontract shall not be considered an authorization to the Subcontractor to exceed the ceiling price set forth in the Schedule in the absence of a statement in a Unilateral Modification, or other Subcontract modification, increasing the ceiling price.
- (g) Audit. At any time before final payment under this Subcontract, JPL may audit or have audited the invoices and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices that are found by JPL not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Subcontractor as the "completion invoice" and supporting documentation, and upon compliance by the Subcontractor with all terms of this Subcontract (including, without limitation, terms relating to patents and terms of paragraphs (h) below), JPL will promptly pay any balance due the Subcontractor. The completion invoice and supporting documentation, shall be submitted by the Subcontractor as promptly as practicable following completion of the work under this Subcontract, but in no event later than six months (or such longer period as JPL may approve in writing) from the date of completion.
- (h) Assignment and Release of Claims. The Subcontractor, and each assignee under an assignment entered into under this Subcontract and in effect at the time of final payment under this Subcontract, shall execute and deliver, at the time of and as a condition precedent to final payment under this Subcontract, a release discharging JPL, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this Subcontract, subject only to the following exceptions:
- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Subcontractor.
  - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Subcontractor to third parties arising out of performing this Subcontract, that are not known to the Subcontractor on the date of the execution of the release, and of which the Subcontractor gives notice in writing to JPL not more than six years after the date of the release or the date of any notice to the Subcontractor that JPL is prepared to make final payment, whichever is earlier.
  - (3) Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of JPL or the Government against patent liability), including reasonable incidental expenses, incurred by the Subcontractor under the terms of this Subcontract relating to patents.
- (i) Refunds. The Subcontractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Subcontractor or any assignee, that arise under the materials or other direct costs portion of this

Subcontract and for which the Subcontractor has received reimbursement, shall be paid by the Subcontractor to JPL. The Subcontractor and each assignee, under an assignment entered into under this Subcontract and in effect at the time of final payment under this Subcontract, shall execute and deliver, at the time of and as a condition precedent to final payment under this Subcontract, an assignment to JPL of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to JPL.

- (j) Interim Payments. Interim payments for Subcontract financing will be made on the 30<sup>th</sup> day after JPL receives a proper payment request. In the event that JPL requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the Subcontract, JPL is not compelled to make payment by the specified due date.
- (k) If this is a labor-hour Subcontract, the terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

**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:
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- 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/First-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/First-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.)

<b>WORKING HOURS AND SPECIAL WORK DAYS</b>
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- (a) The Subcontract price is based on working whatever schedule may be necessary to complete the work within the prescribed time.
- (b) No work shall be performed on Saturdays, Sundays, or holidays recognized by JPL without prior notification to and approval by JPL, which notification shall be not less than 48 hours.

## SECTION B

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

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

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

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

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

<b>FAR and NFS Clauses Incorporated into this Subcontract by Reference</b> (all references are FAR Clauses, unless preceded by “NFS”)	
Reference	Title and Date
<b>Applicable for all Subcontract Dollar Values that exceed the micro-purchase threshold, as defined in FAR 2.101, in effect on the date the solicitation was issued</b>	
52.223-18	<b>Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)</b>
52.225-1	<b>Buy American– Supplies (May 2014)</b> <i>Note 1: “Government” means “Government.”</i> <i>Note 2: “Agency” means “JPL.”</i>
<b>Applicable for all Subcontract Dollar Values that exceed the simplified acquisition threshold, as defined by FAR 2.101, in effect on the date the solicitation was issued</b>	
52.203-6	<b>Restrictions on Subcontractor Sales to the Government (Sep 2006)</b> <i>Note 1: Alt I (Oct 1995) applies for the acquisition of commercial items.</i>
52.215-2	<b>Audits and Records – Negotiation (Oct 2010)</b> <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	<b>Integrity of Unit Prices (Oct 2010)</b> <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	<b>Authorization and Consent (Dec 2007)</b>

	<p>Note 1: <i>Alt I (Apr 1984) applies.</i></p> <p>Note 2: <i>Applies in all R&amp;D solicitations and subcontracts for which the primary purpose is R&amp;D work, except that this alternate shall not be used in construction and architect-engineer subcontracts, unless the subcontract calls exclusively for R&amp;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) &amp; (a)(2) – “Government” means “Government.”</p>
52.227-2	<p><b>Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)</b></p> <p>Note 1: ¶ (a) &amp; (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><b>Federal, State, and Local Taxes (Feb 2013)</b></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><b>Bankruptcy (Jul 1995)</b></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><b>Limitation of Liability (Feb 1997)</b></p> <p>Note 1: ¶ (a)(1) - “Government” means “JPL.”</p> <p>Note 2: ¶ (c) - <i>The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</i></p>
52.246-24	<p><b>Limitation of Liability- High Value Items (Feb 1997)</b></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) - <i>The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</i></p> <p>Note 5: ¶ (e)(3) - “Government” means “Government.”</p>
52.246-25	<p><b>Limitation of Liability – Services (Feb 1997)</b></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) - <i>The first two uses of “Government” mean “JPL or the Government.” The third use of “Government” means “Government.”</i></p>
52.247-63	<p><b>Preference for U.S. Flag Air Carriers (Jun 2003)</b></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 52.228-76	<p><b>Cross Waiver of Liability for International Space Station Activities (Oct 2012)</b></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 52.228-78	<p><b>Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (Oct 2012)</b></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>
<b>Applicable for all Subcontract Dollar Values that exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract award</b>	
52.219-9	<p><b>Small Business Subcontracting Plan (Oct 2022)</b></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>



	<i>Note 3: JPL's approval of the Plan will be based on the requirements in JPL Form 0294 "Subcontracting Plan Requirements."</i>
NFS: 1852.219-75	<b>Individual Subcontracting Reports</b> (Apr 2015) <i>Note 1: Applies to all subcontracts containing the clause at FAR 52.219-9, except for subcontracts covered by an approved commercial plan.</i>
<b>Applicable for all Subcontract Dollar Values</b>	
52.203-19	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b> (Jan 2017)
52.209-10	<b>Prohibition on Contracting with Inverted Domestic Corporations</b> (Nov 2015)
52.211-5	<b>Material Requirements</b> (Aug 2000) <i>Note 1: Applies for subcontracts for supplies that are not commercial items.</i> <i>Note 2: The term "Government" means "Government."</i>
52.211-15	<b>Defense Priority and Allocation Requirements</b> (Apr 2008)
52.219-8	<b>Utilization of Small Business Concerns</b> (Nov 2016) <i>Note 1: Does not apply when:</i> 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	<b>Notice to the Government of Labor Disputes</b> (Feb 1997)
52.222-50	<b>Combating Trafficking in Persons</b> (Mar 2015) <i>Note 1: "Government" means "Government."</i>
52.222-54	<b>Employment Eligibility Verification</b> (Oct 2015) <i>Note 1: Applies: only when subcontractor or lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system.</i> <i>Note 2: "Government" means "Government."</i> <i>Note 3: Delete ¶ (e) and replace with: "The Subcontractor shall include the requirements of this clause, including this Paragraph (e) (appropriately modified for identification of the parties), in each lower-tier subcontract when a lower-tier subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system."</i>
52.223-2	<b>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</b> (Sep 2013) <i>Note 1: Applies to subcontracts for services or construction, unless the subcontract will not involve the use of USDA-designated items at <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a> or 7 CFR part 3201.</i> <i>Note 2: ¶ (b) - replace <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a> with <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a>.</i>
52.223-3	<b>Hazardous Materials Identification and Material Safety Data</b> (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 <a href="http://www.biopreferred.gov">http://www.biopreferred.gov</a> or 7 CFR part 3201.</i> <i>Note 4: Fill-in paragraph (b): to be determined</i>
52.223-5	<b>Pollution Prevention and Right-to-Know Information</b> (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	<b>Drug-Free Workplace</b> (May 2001) <i>Note 1: Does not apply to subcontracts:</i> 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><b>Notice of Radioactive Materials</b> (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><b>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons</b> (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><b>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners</b> (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 air conditioners, including motor vehicles, refrigerators, chillers, or freezers.</i></p>
52.223-15	<p><b>Energy Efficiency in Energy-Consuming Products</b> (Dec 2007)</p>
52.223-17	<p><b>Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts</b> (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><b>Restrictions on Certain Foreign Purchases</b> (Jun 2008)</p>
52.227-14	<p><b>Rights in Data – General</b> (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 V (Dec 2007) applies.</i></p> <p>Note 4: <i>"Government" means "Government," unless otherwise stated in these notes for 52.227-14.</i></p> <p>Note 5: <i>"Contracting Officer" means "Contracting Officer through JPL."</i></p> <p>Note 6: <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 7: <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 8: <i>¶ (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></p> <p>Note 9: <i>¶ (g)(3)(a) of Alt II, after the last sentence, insert:</i>  <ul style="list-style-type: none"> <li>(i) <i>Use (except for manufacture) by support service contractors.</i></li> <li>(ii) <i>Reserved.</i></li> <li>(iii) <i>Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.</i></li> </ul> </p> <p>Note 10: <i>Communications/notifications required under this clause from the Subcontractor to the Contracting Officer shall be through the JPL Subcontracts Manager.</i></p>
52.227-23	<p><b>Rights to Proposal Data (Technical)</b> (Jun 1987)</p> <p>Note 1: <i>Insert applicable pages, if any, after "contained on pages."</i></p> <p>Note 2: <i>Insert date after "proposal dated."</i></p>
52.232-9	<p><b>Limitation on Withholding of Payments</b> (Apr 1984)</p>
52.232-40	<p><b>Providing Accelerated Payments to Small Business Subcontractors</b> (Dec 2013)</p>

	<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>
52.236-3	<b>Site Investigation and Conditions Affecting the Work</b> (Apr 1984)
52.236-6	<b>Superintendence by the Contractor</b> (Apr 1984)
52.236-8	<b>Other Subcontracts</b> (Apr 1984)
52.236-13	<b>Accident Prevention</b> (Nov 1991) <i>Note 1: Alt I (Nov 1991) applies if:</i> a. <i>Work is of a long duration or of a hazardous nature; or</i> b. <i>Performance is at a Government facility that on the advice of the technical representative involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel and/or property.</i>
52.236-17	<b>Layout of Work</b> (Apr 1984)
52.236-21	<b>Specifications and Drawings for Construction</b> (Feb 1997)
52.242-15	<b>Stop Work Order</b> (Aug 1989) <i>Note 1: "Government" means "JPL or the Government."</i>
52.244-6	<b>Subcontracts for Commercial Items</b> (Nov 2017)
52.245-1	<b>Government Property</b> (Jan 2017) <i>Note 1: "Government" is unchanged in the phrases "Government Property," "Government-furnished," "Government-furnished property," "Government Material," &amp; "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), &amp; (m).</i>  <i>Note 3: "Government" means "JPL and the Government" in the following: ¶ (g), (h), (j)(6)(i), &amp; (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) &amp; (3).</i>  <i>Note 7: "Government contract" means "Government contract or subcontract" in ¶ (j)(6)(i).</i>
52.245-9	<b>Use and Charges</b> (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>
52.246-12	<b>Inspection of Construction</b> (Aug 1996)
52.247-64	<b>Preference for Privately Owned U.S. Flag Commercial Vessels</b> (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> <i>Note 5: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."</i>
52.249-14	<b>Excusable Delays</b> (Apr 1984) <i>Note 1: ¶ (a) - "Government" means "Government."</i>
NFS: 1852.203-71	<b>Requirement to Inform Employees of Whistleblower Rights</b> (Aug 2014)
NFS: 1852.208-81	<b>Restrictions on Printing and Duplicating</b> (Nov 2004)

	<i>Note 1: The terms “documentation” referred to in paragraph (a), “printing” referred to in paragraph (b), and “production units” referred to in paragraph (c) pertain solely to “Government publications.” “Government publications” is defined as: (1) reports intended primarily for internal use by the Government; and/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	<b>Drug- and Alcohol-free Workforce</b> (Nov 2015) <i>Note 1: Applies in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).</i>
NFS: 1852.225-70	<b>Export Licenses</b> (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: 1852.237-72	<b>Access To Sensitive Information</b> (Jun 2005)
NFS: 1852.237-73	<b>Release Of Sensitive Information</b> (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>
<b>Applicable for Subcontract Values Greater than \$2,000</b>	
52.222-6	<b>Construction Wage Rate Requirements</b> (May 2014)
52.222-7	<b>Withholding of Funds</b> (May 2014)
52.222-8	<b>Payrolls and Basic Records</b> (May 2014) <i>Note 1: “Prime Contractor” means “JPL.”</i>
52.222-9	<b>Apprentices and Trainees</b> (Jul 2005)
52.222-10	<b>Compliance with Copeland Act Requirements</b> (Feb 1988)
52.222-11	<b>Subcontracts (Labor Standards)</b> (May 2014)
52.222-12	<b>Contract Termination – Debarment</b> (May 2014)
52.222-13	<b>Compliance with Construction Wage Rate Requirements and Related Regulations</b> (May 2014)
52.222-14	<b>Disputes Concerning Labor Standards</b> (Feb 1988)
52.222-15	<b>Certification of Eligibility</b> (May 2014)
<b>Applicable for Subcontract Values Greater than \$10,000</b>	
52.222-21	<b>Prohibition of Segregated Facilities</b> (Apr 2015)
52.222-26	<b>Equal Opportunity</b> (Sep 2016) <i>Note 1: “Contracting Officer” means “Contracting Officer.”</i> <i>Note 2: “Government” means “Government.”</i>
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act</b> (Dec 2010) <i>Note 1: Applies in every subcontract that and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.</i>
<b>Applicable for Subcontract Values Greater than \$15,000</b>	
52.222-36	<b>Equal Opportunity for Workers with Disabilities</b> (Jul 2014) <i>Note 1: Alt I (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>
<b>Applicable for Subcontract Values Greater than \$35,000</b>	
52.209-6	<b>Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (Oct 2015) <i>Note 1: Does not apply to a subcontract for commercially available off-the-shelf items.</i>

	Note 2: "Government" means "Government."
<b>Applicable for Subcontract Values of \$100,000 or More</b>	
NFS: 1852.244-70	<b>Geographic Participation in the Aerospace Program</b> (Apr 1985)
<b>Applicable for Subcontract Values of \$150,000 or More</b>	
52.203-7	<b>Anti-Kickback Procedures</b> (May 2014) Note 1: ¶(a) - "Definitions" apply. Note 2: ¶(c)(1) does not apply.
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b> (Oct 2010) Note 1: "Government" means "Government."
52.215-23	<b>Limitations on Pass-Through Charges</b> (Oct 2009) Note 1: Alt I (Oct 2009) applies.
52.222-4	<b>Contract Work Hours and Safety Standards Act – Overtime Compensation</b> (May 2014) Note 1: Applies when the subcontract may require or involve the employment of laborers or mechanics. Note 2: Does not apply to subcontracts for: 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]. Note 3: "Government" means "the Government and JPL in support of its Government contractual obligations." Note 4: "Contracting Officer" means "Contracting Officer through the JPL Subcontracts Manager."
52.222-35	<b>Equal Opportunity for Veterans</b> (Oct 2015) Note 1: Alt I (Oct 2015) applies. Note 2: Does not apply if work is performed outside the United States by employees recruited outside the U.S. Note 3: "Government" means "Government."
52.222-37	<b>Employment Reports on Veterans</b> (Feb 2016) Note 1: "Government" means "Government."
<b>Applicable for Subcontract Values Greater than \$500,000</b>	
NFS: 1852.223-75	<b>Major Breach of Safety and Security</b> (Feb 2002) 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.
<b>Applicable for Subcontract Values Greater than \$2,000,000</b>	
52.215-10	<b>Price Reduction for Defective Certified Cost or Pricing Data</b> (Aug 2011) Note 1: ¶(e) - "United States" means "United States through JPL." Note 2: ¶(e)(1) - "Government" means "Government."
52.215-11	<b>Price Reduction for Defective Certified Cost or Pricing Data – Modifications</b> (Aug 2011) Note 1: ¶(e) - "United States" means "United States through JPL." Note 2: ¶(e)(1) - "Government" means "Government."
52.215-12	<b>Subcontractor Certified Cost or Pricing Data</b> (Oct 2010)
52.215-13	<b>Subcontractor Certified Cost or Pricing Data – Modifications</b> (Oct 2010)
52.215-15	<b>Pension Adjustments and Asset Reversions</b> (Oct 2010)
52.215-18	<b>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions</b> (Jul 2005) 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.

52.215-19	<b>Notification of Ownership Changes</b> (Oct 1997) <i>Note 1: "Administrative Contracting Officer" means "JPL Subcontracts Manager."</i>
52.215-20	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data</b> (Oct 2010)
52.215-21	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications</b> (Oct 2010) <i>Note 1: Alt IV (Oct 2010) is to replace the basic clause if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in.</i>
52.230-2	<b>Cost Accounting Standards</b> (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	<b>Administration of Cost Accounting Standards</b> (Jun 2010) <i>Note 1: "Contracting Officer" means "Contracting Officer."</i> <i>Note 2: "Government" means "Government."</i>
<b>Applicable for Subcontract Values Greater than \$5,500,000</b>	
52.203-13	<b>Contractor Code of Business Ethics and Conduct</b> (Oct 2015) <i>Note 1: Applies if has a performance period of more than 120 days.</i> <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	<b>Display of Hotline Poster(s)</b> (Oct 2015) <i>Note 1: Applies if performance period is 120 days or more.</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>
<b>Applicable for Subcontract Values at \$7,032,000 or More</b>	
52.225-11	<b>Buy American– Construction Materials Under Trade Agreements</b> (Oct 2016) <i>Note 1: Alt 1 (May 2014) applies if subcontract value is at \$7,032,000 or more but less than \$12,001,460.</i> <i>Note 2: Applies if construction is within the United States.</i>