



TIME & MATERIAL SUBCONTRACT

SPECIMEN SUBCONTRACT Subcontract No. TBD

BETWEEN

CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY
4800 OAK GROVE DRIVE
PASADENA, CALIFORNIA 91109-8099
(hereinafter known as "JPL;"
a corporation existing under the laws of the State of California)

AND

TBD
TBD

TBD, TBD, TBD
(hereinafter known as the "Subcontractor;"
a corporation existing under the laws of the State of TBD)

THIS SPECIMEN SUBCONTRACT IS FOR

Temporary Support and Services (TSAS)

AND IS A
SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT

A DO-C9 Rating is assigned to this Subcontract under DMS Regulation 1

SUBCONTRACT, dated May 24, 2021

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SUBCONTRACT PROVISIONS AND FORMS SETS

The following document sets are incorporated into and made a material part of this Subcontract, and can be found under “Terms and Conditions” on JPL Acquisition’s external website:

<https://www.jpl.nasa.gov/acquisition/terms-conditions/>

GENERAL PROVISIONS (GPs) SET FOR LABOR-HOUR/TIME-AND-MATERIAL SUBCONTRACTS, dated 7/19

ADDITIONAL GENERAL PROVISIONS (AGPs) SET, dated 7/19. *Note: Only the AGPs listed below are incorporated into this Subcontract:*

- Audit Negotiation – Access to Computers
- Continuity of Services
- Designation of New Technology Representative and Patent Representative
- Emergency Medical Services and Evacuation
- Estimate of Percentage of Recovered Material Content for EPA-Designated Products
- Filing of Patent Applications - Classified Subject Matter
- Government Property
- Handling, Protecting, and Release of Restricted information
- Integration of Environment, Safety, and Health into the Contractor's Management System
- Invention Reporting and Rights – Foreign
- Notification of Visa Denial
- Paid Sick Leave Under Executive Order 13706
- Patent and Copyright Agreement
- Personal Identity Verification of Contractor Personnel
- Rights in Data - Special Works
- Safety and Health Measures and Mishap Reporting
- Security Requirements
- Security Requirements for Unclassified Information Technology Resources
- Service Contract Labor Standards

SUBCONTRACT FORMS SET, dated July 2019.

ARTICLE 1. STATEMENT OF WORK AND DELIVERY/MILESTONE SCHEDULE

1.0 Definitions

The following definitions are applicable:

- 1.1 Affiliate: JPL subcontractor personnel, consultants, government personnel, industry partners, research associates, Caltech faculty, staff or students, and others who are working, conducting research or overseeing activities associated with the NASA prime contract, and, who require continuous or recurring access to JPL.
- 1.2 Leased Worker: temporary skilled personnel contracted under a labor-hour subcontract and the inherent nature of the service reasonably requires JPL direction on a day-to-day basis.
- 1.3 Subcontract Work Order (SWO): a bilateral document issued by JPL to authorize and define a leased worker's specific labor classification, general required duties, period of performance, rate, and any other related contractual information.
- 1.4 Cognizant SWO Technical Manager: the JPL manager who makes selection on a leased worker, and provides general guidance on work to be performed as stated in the SWO.
- 1.5 JPL Alternate Contact: an additional point of contact that may provide support in lieu of the Cognizant SWO Technical Manager. Alternates include but are not limited to: JPL Business Administrators, JPL Business Managers, JPL Staff Assistants, or additional JPL SWO Technical Managers.
- 1.6 Other Direct Costs (ODC): costs other than labor rates. ODCs may include, but are not limited to: travel expenses, conference fees, software. Note: advance JPL approval is required for authorizing any ODC.
- 1.7 Subcontractor Labor Category (SLC): the JPL category assigned to a leased worker that shall match the leased worker's JPL-ID.
- 1.8 Subcontractor Work Authorization Memo (SWAM): an authorization authorizing work to be performed and charged to a specific project/task.
- 1.9 JPL-ID: a leased worker's JPL record that determines if, and what level of, access will be granted, including access to JPL IT systems.

- 2.0 The Subcontractor shall furnish the personnel and materials listed below to assist JPL, to the extent requested by JPL, in connection with: recruiting and retention of leased workers. Work shall be authorized by JPL through issuance of Subcontract Work Orders (SWOs). In performance of this effort, the Subcontractor shall provide personnel who are bona fide employees of their company or lower-tier subcontractors thereof in both technical and professional labor categories.

This Subcontract does not represent an exclusive agreement to supply all of the temporary technical and professional support required by JPL; other Subcontracts at JPL may supply other support type personnel as needed.

In performance of this effort, the Subcontractor shall:

- 2.1 Perform all work under this subcontract as directed by JPL in accordance with Subcontractor provided Exhibit 6: Operations Plan, as follows:
 - 2.1.1 JPL will authorize and issue Subcontract Work Orders (SWOs) for the services of specific individuals or lower-tier subcontractors for specific periods of time to provide specific skills or perform specific tasks for JPL Technical Managers.
 - 2.1.2 Notify both the cognizant JPL Subcontracts Manager and the Cognizant Technical Manager if a SWO must be terminated within seven (7) days. The period of performance identified in the SWO will then be modified to reflect the last day worked at JPL and the SWO will be considered terminated.
 - 2.1.3 Provide onsite safety support.
 - 2.1.4 Provide all safety and health training in accordance with the Subcontractor's Injury and Illness Prevention Plan (IIPP), the applicable state and federal regulations, and in accordance with Subcontractor provided Exhibit 6: Operations Plan. Personnel injuries/illnesses shall be documented on Subcontractor Cal-OSHA Form 300 log. Subcontractor shall report serious injuries or fatalities of personnel to Cal-OSHA as specified in CCR Title 8, Section 342, Reporting Work-Connected Injuries.
On or Before: IIPP due one week upon commence of subcontract.
 - 2.1.4.1 Mishaps and close calls shall be documented into the JPL Mishap Information System (JIMS).
 - 2.1.5 Provide an approved JPL Subcontractor Environmental, Safety and Health Plan Requirements Form 2885. Approval shall be obtained by JPL's Occupational Safety Program Office (OSPO) prior to commencement of the Subcontract.
 - 2.1.6 Provide Personal Protective Equipment (PPE) as required.
Note: PPE that cannot be reused (including but not limited to: shoes, safety glasses) requires JPL Cost Allowability approval.
 - 2.1.7 Submit to the cognizant JPL Subcontracts Manager one (1) copy each of the Subcontractor's Worker's Compensation, and Commercial General

Liability certificates prior to commencement of work under this subcontract.

On or Before: Subcontract commencement

- 2.1.8 Submit to the cognizant JPL Subcontracts Manager one (1) copy of an approved Department of Defense Contract Security Classification Specification form (DD254).
- 2.1.9 Verify all subcontractor personnel and lower-tier subcontractors comply with all JPL policies and procedures, in addition to all applicable terms and conditions and flow down requirements of this subcontract prior to starting work at JPL and any JPL-controlled facilities in accordance with Subcontractor provided Exhibit 6: Operations plan. These include but not limited to:
 - 2.1.9.1 JPL Safety Regulations
 - 2.1.9.1.1 In accordance with Exhibit 5: Leased Worker Safety Curriculum Needs Assessment, the subcontractor shall ensure that leased workers complete any JPL required Safety Training prior to work beginning, when applicable.
 - 2.1.9.2 JPL Operating Procedures
 - 2.1.9.3 Screening of all leased workers prior to finalizing an agreement. Screening includes but is not limited to: drug testing, degree verification, past employment verification.
 - 2.1.9.4 JPL computer security regulations in accordance with Exhibit 2: JPL Cybersecurity Requirements
 - 2.1.9.5 JPL provided mandatory training, including but not limited to:
 - 2.1.9.5.1 Affiliate Mandatory Awareness
 - 2.1.9.5.2 Cybersecurity Awareness
 - 2.1.9.5.3 Safety Orientation Video
 - 2.1.9.5.4 Any Safety related training to the leased workers duties
 - 2.1.9.6 JPL & Caltech Institute Policies found under “Institute Policies” on Caltech’s external website:
<https://hr.caltech.edu/resources/institute-policies>.

- 2.2 Possess the capability to provide leased personnel with Top Secret Sensitive Compartmented Information (TS/SCI) security clearances. Such individuals must be a U.S. Citizen with an active Top Secret (TS) clearance based upon Single Scope Background Investigation (SSBI) within five (5) year scope and be able to be approved for Sensitive Compartmented Information (SCI) access.
 - 2.2.1 Provide a Facility Clearance Officer (FSO).
- 2.3 Provide leased worker support.
 - 2.3.1 Transition current personnel in accordance with Subcontractor provided Exhibit 6: Operations Plan.
 - 2.3.2 Provide qualified leased services for various labor categories identified in Exhibit 4: Labor Classifications.
 - 2.3.3 Qualified personnel shall possess the requisite skills, abilities, and certifications to meet the specified JPL requirements.
Note: copies of required certifications (i.e. forklift certificate) shall be uploaded to JPL's Learning Management System (LMS) as self-reported training as part of the leased-worker's onboarding process.
 - 2.3.4 All non-JPL specific training and professional development shall be provided at the Subcontractor's own expense.
 - 2.3.5 All Subcontractor employees shall be assigned a work schedule consistent with the JPL calendar (e.g. work and holiday schedules).
- 2.4 Provide payroll services, as requested by JPL, in accordance with Subcontractor provided Exhibit 6: Operations Plan.
- 2.5 Provide recruiting services, as requested by JPL, in accordance with Subcontractor provided Exhibit 6: Operations Plan.
- 2.6 Follow Subcontract Work Order (SWO) Procedure, in accordance with Exhibit 9.
- 2.7 Collect all JPL provided equipment and materials from leased workers including, but not limited to: Laptops, RSA Tokens, JPL Badges, Cell Phones, etc.
- 2.8 Provide a group email where leased worker Subcontractor Work Authorization Memos (SWAM) and project/task information will be sent by JPL. Reference Exhibit 13.
- 2.9 Shipment Destination:

- 2.9.1 Alternative Fridays JPL will be closed except for time-critical project activities and for receiving special shipments (e.g., FedEx, UPS, etc.). If such shipments cannot be avoided to JPL on Friday closures, they must be scheduled in advance with JPL Receiving (8:00 AM – 3:30 PM PT) at 818-393-5544 or 818-354-7784. There will be no JPL outgoing shipments.
- 2.9.2 Except as otherwise provided in this Subcontract, the point of inspection, acceptance and delivery of all items/supplies deliverable under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. Any/all such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Subcontractor's expense to the point of delivery.

2.10 Delivery Requirements

2.10.1 Patent Rights

The Subcontractor shall provide the Patent Representative as set forth in the Clause entitled "Designation of New Technology Representative and Patent Representative" with the annual and final reports of reportable items described in the Clause entitled "Patent Rights – Retention by the Subcontractor (Short Form)." The Subcontractor shall send copies of transmittal letters for these reports to the Subcontracts Manager (Note: an annual report is not due if there are no reportable items, but the final report must be submitted, regardless, along with a certification of no reportable items).

Annual Report: every 12 months commencing on Date of Subcontract.

Due within 30 days after reporting period.

Final Report: within 3 months after work completion.

2.10.2 Nondiscrimination and Equal Employment Opportunity Compliance Plan

The Subcontractor shall provide JPL with copies of related company policies including all updates and changes.

Due before Subcontract commencement. Changes or updates to policies shall be provided to JPL

2.10.3 Incident Reports

Incident reports include any reports of workplace harassment, discrimination, or retaliation. The Subcontractor shall report any claims of harassment, discrimination, or retaliation related to JPL workplace (as defined by harassment/discrimination law).

Annual Report: every 12 months commencing on Date of Subcontract.

Individual Reports: due immediately upon knowledge of report.

2.11 Subcontract Term

- 2.11.1 The Term of this Subcontract shall commence as of May 1, 2022 and shall continue through April 30, 2032, or until the date of completion or cancellation of the effort under any SWO then outstanding, whichever is later.
- 2.11.2 Issuance of this Subcontract assumes no minimum guarantee of SWOs or minimum total Subcontract price.
- 2.11.3 In the event that JPL drops below fifty (50) leased workers during the term of this Subcontract, the Subcontractor may opt out of performing the Subcontract to completion and unilaterally terminate this Subcontract. The Subcontractor shall provide a minimum of 120 days advance notice to the cognizant Subcontracts Manager.

3.0 JPL will:

- 3.1 Furnish all required JPL specific supplies, tools, and equipment (except for personal protective equipment) and will provide the necessary facilities for the performance of work when required to be performed at JPL or JPL-controlled facility.
- 3.2 Provide IT equipment necessary in order for leased workers to perform their designated roles.
- 3.3 Solicit Subcontractor for qualified leased personnel to fulfill JPL Technical Manager technical and professional support requirements.
- 3.4 Request and approve issuance of Subcontract Work Orders (SWOs) to the Subcontractor:
 - 3.4.1 For JPL onsite support:
 - 3.4.1.1 Unilaterally using pre-negotiated fixed rates and pricing models identified in Article 2, Payment Provisions. Reference Exhibit 10: SWO Template for information included in SWO.
 - 3.4.2 JPL will approve standard work schedules per leased worker on the SWO.
- 3.5 Provide Project/Task billing account codes for each SWO via email. Reference Exhibit 13.
- 3.6 Provide JPL specific or mandatory training required to meet special JPL standards of qualification, specific methods of performance, or otherwise accomplish the specific JPL work Assignment.
 - 3.6.1 In accordance with Exhibit 5: Leased Worker Safety Curriculum Needs Assessment, JPL will advise the required JPL or Subcontractor provided safety training based on the specified job duties.
- 3.7 Provide training to Subcontractor Corporate Staff on JPL required internal systems including but not limited to: JPL-ID, JPL Mishap Information System (JIMS), Electronic Invoicing (ELI).

- 3.8 Provide affiliate badges (when applicable) in accordance with Exhibit 14, Unescorted Access: Subcontractor Badging Instructions and Requirements
- 3.9 Authorize business related travel in accordance with Exhibit 11 Subcontractor Personnel Travel Policy, as requested by the Technical Manager.
Note: JPL will not reimburse for relocation fees.
- 3.10 Provide annual performance reviews including but not limited to:
 - 3.10.1 JPL Internal Survey from Technical Managers regarding satisfaction of performance.
 - 3.10.2 Performance Indicators including but not limited to: days to submit resumes, days to fill positions, etc.

4.0 Exhibits. The following exhibits and attachments are hereby incorporated into and made a material part of this Subcontract:

- 4.1 Exhibit 1: Electronic Invoicing Template.
- 4.2 Exhibit 2: Department of Defense Contract Security Classification Specification (DD-254)
- 4.3 Exhibit 3: JPL Cybersecurity Requirements, Rev. 15, dated August 21, 2017.
- 4.4 Exhibit 4: JPL Subcontractor Environmental, Safety and Health Plan Requirements, JPL 2885, dated September, 2020.
- 4.5 Exhibit 5: Labor Classifications and Rate Ranges, dated April 2021.
- 4.6 Exhibit 6: Leased Worker Safety Curriculum Needs Assessment, dated April 2021.
- 4.7 Exhibit 7: Management of Government Property in the Possession of Subcontractors
- 4.8 Exhibit 8: Operations Plan (Subcontractor Provided)
- 4.9 Exhibit 9: Standards of Conduct and Procedures for Handling Subcontractor Personnel Problems, Discipline, and Separation, JPL 4412-B11, dated March 2021.
- 4.10 Exhibit 10: Subcontract Work Order (SWO) Procedure, dated April 2021.
- 4.11 Exhibit 11: Subcontract Work Order (SWO) Template.
- 4.12 Exhibit 12: Subcontractor Personnel Travel Policy, JPL 7279, dated July 2019.
- 4.13 Exhibit 13: Summary Reconciliation Report
- 4.14 Exhibit 14: Subcontractor Work Authorization Memo (SWAM) Sample
- 4.15 Exhibit 15: Unescorted Access: Subcontractor Badging Instructions and Requirements, JPL 7394-Sub, dated August, 2014
- 4.16 Exhibit 16: Wage Determination No. 2015-5614

ARTICLE 2 PAYMENT PROVISIONS

1.0 Pricing and Funding Issues:

- 1.1 The ceiling price is **\$TBD**
- 1.2 The total ceiling price of this Subcontract is the sum of the individual Subcontract Work Order (SWO) ceiling prices not to exceed the ceiling price above. Issuance of this Subcontract assumes no minimum guarantee of SWOs or minimum total Subcontract price. JPL may phase-out SWOs for any business reason including, but not limited to, poor performance by incumbent Subcontractor or reclassification of Subcontractor to an Other-Than-Small Business.
- 1.3 Each SWO will be separately issued and negotiated in advance for work contemplated in accordance with specific SWO requirements and fixed rates included in Paragraph 4.0 below.
- 1.4 Subcontractor Labor Category (SLC) applicable to this Subcontract: Category A, Category X, Category Y.

2.0 Payment:

- 2.1 Payment will be made for services or deliverable items completed by the Subcontractor and accepted by JPL in accordance with each SWO and the instructions in Article 1.
- 2.2 Reimbursement Limited by SWOs: The Subcontractor shall not be reimbursed for any additional effort worked beyond what JPL authorizes on individual SWOs. The Subcontractor shall be responsible for any such unauthorized work or incurred costs by their personnel.
- 2.3 Allowable Costs: The Subcontractor shall not be reimbursed for any costs that are not authorized in advance via the SWO.
- 2.4 JPL will reimburse Subcontractor at Straight Time for the first 40 hours of time worked in a work week. Subcontractor is responsible for paying premium pay where required by law.

3.0 Billing Instructions

- 3.1 The Subcontractor shall maintain an accounting and billing system to accurately and timely capture the actual costs at the authorized project/task level for each SWO. The Subcontractor shall ensure the actual costs and estimated cost-to-complete do not exceed the authorized Estimated Expenditure on each SWO.
- 3.2 Invoices for Labor Hours: The Subcontractor shall electronically submit all invoices for labor hours worked through the Electronic Invoicing (ELI) application on a weekly basis. Sunday shall be the fiscal week ending date for the ELI submission. Invoice submissions are required by 3:00 pm on Tuesday

following the end of the previous week in which the costs were incurred. Invoices must be in Excel format and conform to the ELI template and instructions in Exhibit 1, ELI Template Requirements and Instructions.

- 3.3 Invoices for Other Allowable Costs: The Subcontractor shall electronically submit all invoices for costs other than labor hour, such as travel, conferences, classes, and Other Direct Costs, through the ELI application. Receipts for these costs shall be submitted to your designated Invoice Management Subcontract Payment Analyst or emailed to: Subcontract.Invoices@jpl.nasa.gov.
- 3.4 Rejections: When the ELI program is unable to process an invoice line, the program generates a rejection. The Subcontractor shall view the accepted and rejected invoices using the ELI application. The Subcontractor is responsible for correcting all rejections within 30 days. Any resubmitted invoices charging a different JPL project number and/or different task number than originally reported on the Subcontractor personnel's timecard must be certified by the Subcontractor personnel, and such certification must be retained in the records of the Subcontractor.
- 3.5 Late Cost Submittals: If additional labor costs are to be submitted applicable to a previous time period, the new costs must be submitted using an amended invoice number, such as adding -1 to the original invoice number. All costs must be submitted to JPL within 90 days of the date the cost were incurred. Invoices submitted and the resubmissions of the exceptions after 90 days are considered late and will not be honored for payment.
- 3.6 Reconciliation Reports: A monthly Summary Reconciliation Report shall be submitted by the fifth working day following the week ending of each JPL fiscal month. These reports shall be formatted as the examples in Exhibit 12, Summary Reconciliation Report.
- 3.7 Annual Claim of Costs Incurred: The Subcontractor shall submit an Annual Claim of Costs Incurred based on JPL's fiscal year. The claim shall be submitted by January 31 of the following year to the Subcontract Audit Compliance Group and the Subcontracts Manager.

4.0 Billing Rates

Subject to the provisions of the Article of this Subcontract entitled "Timekeeping and Payments," JPL shall pay the Subcontractor for each hour of work directly performed for JPL at the rate or rates listed below. Except as otherwise specifically provided for in this Subcontract, these rates include any and all direct cost, burden, overhead, general and administrative expense, and profit chargeable by the Subcontractor to JPL under this Subcontract.

The following multiplier shall be effective from **TBD** to **TBD**:

For Subcontractor Employees – **TBD**, multiplier rate as follows:

Fringe	Overhead	G&A	Fee
TBD%	TBD%	TBD%	TBD%

The following recruiting fee is payable to the Subcontractor in the event that JPL chooses to hire a leased worker as a full-time JPL employee, when that person has performed less than six months of work.

Recruiting Fee: \$TBD

4.1 Overhead

Subcontractor may submit a request to re-negotiate overhead costs based on actual medical costs in excess of the proposed rate. The Subcontractor will have two opportunities to request a re-negotiated overhead rate pursuant to the following schedule:

- January 2026
- January 2029

4.2 Rate Adjustment

Subcontractor Employees shall receive an annual direct labor rate adjustment on the first Monday of April after a JPL Regular Day Off (RDO). Subcontractor Employees hired after October 1 of the previous year are not eligible to receive the adjustment until the following calendar year. Subcontractor Employee direct labor rates shall not exceed the labor category range.

The rate adjustment shall be based on the California Consumer Price Index (CPI) – Urban Wage Earners and Clerical Workers Annual percent change from previous year, but not to exceed 5%. This information can be found at <https://www.dir.ca.gov/OPRL/CAPriceIndex.htm>.

Lower-Tier Subcontractor Employees will be reviewed on a case by cases basis.

4.3 Labor Classifications and Rate Ranges

JPL will review Exhibit 4 Labor Classifications and Rate Ranges pursuant to the following schedule:

- March 2025
- March 2028
- March 2030

The Direct Labor Rate maximum may increase at JPL's discretion. The Direct Labor Rate minimum will be updated as required by law. Any changes will be incorporated by a modification to the subcontract.

5.0 Tax Reporting and Withholding

In accordance with the "Notice of Potential Tax Withholding" contained in this Subcontract's "Subcontract Forms Set," the Subcontractor shall comply with any applicable Federal and State Income Tax reporting and withholding regulations; certain kinds of payments are subject to United States Federal or California State income tax reporting and withholding.

6.0 Wage Determination

Pursuant to paragraph (b) of the Additional General Provision of this Subcontract entitled "Service Contract Act of 1965, as Amended (Long Form)," Wage Determination No. 2015-5614 dated June 13, 2020, is attached hereto and made a part of this Subcontract.

The labor rates specified in this Subcontract are subject to an equitable adjustment to reflect out of pocket additional costs resulting from the new Wage Determination.

7.0 Subcontractor Travel, Subsistence and Per Diem

The Subcontractor shall be reimbursed for authorized travel, subsistence and per diem in accordance with Exhibit No. 11, entitled "Subcontractor Personnel Travel Policy (Form JPL 7279, R 8/11)," is hereby incorporated into and made a part of this Subcontract. The Exhibit incorporates the limitations of Federal Acquisition Regulation (FAR) 31.205-46.

Upon completion of travel, the Subcontractor shall provide, with any invoice for travel, a copy of a "Subcontractor Travel Expense Report" in accordance with the above-referenced "Instructions." Payment of travel costs based on the "Higher Actual Cost Method" requires that a copy of a written justification, as required by FAR, approved by an officer of the subcontractor's organization or designee, be provided with any invoice for such travel.

ARTICLE 3. SPECIAL PROVISIONS

1.0 Confirmation of Protection of Third Party Technical Limited Rights Data, Restricted Rights Data and Caltech/JPL Proprietary Data

(a) JPL anticipates providing the Subcontractor with third-party Limited Rights or Restricted Rights data. In addition, JPL may provide the Subcontractor with JPL/Caltech Proprietary data. The Subcontractor shall protect this data in accordance with the markings on the data with at least the same degree of care which the Subcontractor applies to its own proprietary data, but with no less than a reasonable degree of care under the circumstances. This data shall only be used for the purposes of this Subcontract and shall be destroyed or returned upon completion of the performance of this Subcontract.

(b) The Subcontractor shall insert this clause or a clause substantially similar in lower-tier subcontracts where the Subcontractor anticipates providing third-party Limited Rights data or Restricted Rights data or JPL/Caltech Proprietary data received from JPL to such lower-tier subcontractors.

2.0 Conduct and Separation

All Subcontractor personnel working in-residence at a JPL facility shall be expected to conduct themselves in accordance with JPL standards of conduct, as described in “Standards of Conduct and Procedures for Handling Subcontractor Personnel Problems, Discipline, and Separation” (Form JPL 4412), which is incorporated into this Subcontract. The Subcontractor shall be responsible for ensuring that its personnel perform their JPL work assignments and conduct themselves in a manner acceptable to JPL. JPL may require the Subcontractor to separate any Subcontractor personnel from a JPL work assignment at any time for any lawful reason. In the event of such separation, the Subcontractor shall have responsibility for reassigning or terminating such Subcontractor personnel.

3.0 Foreign Person Access to JPL Export Controlled Technical Data and JPL’s Internal Web Space

The Subcontractor shall not allow access by any Foreign Person (as defined by 22 CFR §120.16) to JPL export controlled technical data (as defined by 22 CFR §120.10), and to JPL internal Web Space in performance of this Subcontract without express approval by JPL Administrative Security and the JPL Import/Export Control Office (I/ECO) through the JPL ID Access Management System (AMS). Foreign Persons from NASA Designated Countries are reviewed with the presumption of denial. NASA Designated Countries can be found at: <https://www.nasa.gov/oair/export-control>. The Subcontractor shall ensure that all their leased personnel maintain compliance with U.S. export regulations. The Subcontractor shall ensure that any forms required for National Agency Checks are completed by Foreign Persons who are to perform work under this Subcontract as requested by JPL in order to determine eligibility for access to sensitive

material. The Foreign Person must comply with all subsequent export authorizations obtained by JPL to authorize access to export controlled technical data.

4.0 JPL Indemnified from Subcontractor Personnel Actions

The Subcontractor agrees to the indemnification provision set forth in the General Provision entitled "Insurance and Indemnification."

5.0 Key Personnel and Facilities

The personnel or facilities, if any, specified below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Subcontractor shall notify JPL reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Subcontract. No diversion shall be made by the Subcontractor without the written consent of JPL, provided that JPL ratify

in writing the change. Such ratification shall constitute the consent of JPL required by this clause. The specified personnel below may, with the consent of the Subcontracting parties, be amended from time to time during the course of the Subcontract to either add or delete personnel and/or facilities, as appropriate.

The following Subcontractor personnel shall be considered Key Personnel under this Subcontract:

TBD

6.0 Lower-Tier Subcontracting

In performance of this subcontract, at least 50 percent of the cost of contract performance incurred for personnel, shall be expended for employees of the Subcontractor.

7.0 Lower-tier Subcontractors: Support Services Performed by Individuals

If any lower-tier subcontractor is utilized for support services to perform the scope of work in this Subcontract performed by individuals, the Subcontractor shall obtain JPL advance consent for any such lower-tier subcontracts.

8.0 Overtime Requirements

Subcontractor personnel assigned to this Subcontract shall be reimbursed by the Subcontractor for overtime in accordance with applicable State and Federal Laws and Regulations.

JPL shall only reimburse the Subcontractor at the employee straight time rates unless, pursuant to applicable State or Federal Law(s), Regulations or Wage Orders (including,

but not limited to, the Service Contract Act, the Fair Labor Standards Act, and California IWC Wage Orders) the Subcontractor is required to pay its employee(s) at higher (time-and-one-half or double time) rates. Additionally, JPL reimbursement of the Subcontractor for any such overtime remains strictly subject to the limits stated in the three paragraphs immediately below. Nothing in this paragraph or in the three paragraphs immediately below is intended to change the Subcontractor's obligations to pay its personnel assigned to this Subcontract overtime under the paragraph immediately above, and State and Federal Laws, Regulations, and Wage Orders.

Only overtime authorized by JPL is payable by JPL.

Only time actually worked on this Subcontract shall be considered as time worked for computing overtime reimbursable to the Subcontractor by JPL.

Profit dollars reimbursable for overtime work shall not exceed the profit dollars reimbursable for straight-time work.

9.0 Prohibition of Business Solicitation

9.1 As a condition for working at JPL, all leased personnel shall be required to agree in writing not to pursue any improper business matters while working at a JPL-specified location. Such improper business matters shall include, but are not limited to, contacting JPL employees or leased personnel for purposes of:

9.1.1 Increasing or extending the effort under the Subcontract

9.1.2 Creating new or additional business for Subcontractor

9.1.3 Promoting, selling, or referring for non-JPL business interests.

9.2 Failure to agree or comply with this condition shall prohibit the leased personnel from working at JPL.

10.0 Reimbursable Hours

Subcontractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding Subcontract terms. Subcontractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.

11.0 Renewable Software Maintenance Agreements

Renewal of any software maintenance agreement incorporated in this Subcontract shall occur only upon issuance by JPL of a Subcontract modification authorizing renewal.

12.0 Small Business Status

The Subcontractor's certified status as a Small Business in accordance with Federal procurement requirements is a fundamental characteristic because JPL's is committed to meeting the small business procurement goals set forth in JPL/Caltech's prime contract with NASA. If at any time during the performance of this subcontract, the Subcontractor is reclassified as an Other-Than-Small-Business, JPL reserves all rights to identify additional Small Business sources with whom JPL may negotiate a replacement Subcontract during the ten-year period of performance.

13.0 Security or Privacy Safeguards

The Subcontractor shall not publish or disclose in any manner, without the Subcontracts Manager's written consent, the details of any safeguards either designed or developed by the Subcontractor under this Subcontract or otherwise provided by JPL.

To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of JPL data, the Subcontractor shall afford JPL access to the Subcontractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

If new or unanticipated threats or hazards are discovered by either JPL or the Subcontractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

14.0 Software Furnished by JPL

The Subcontractor and its lower-tier subcontractors at every tier shall comply with any copyright and limitation of liability notices and any restricted rights legends affixed to any software provided by JPL in the performance of this Subcontract effort.

15.0 Subcontract Phase Out

15.1 The Subcontract may be a phased-out at any period of the Subcontract for any business reason including, but not limited to, poor performance by incumbent Subcontractor or reclassification of Subcontractor to an Other-Than-Small-Business. The purpose of such phase-out period is to allow JPL to introduce a new Subcontractor into performance of work of any kind and type provided hereunder. The Subcontractor agrees to use its best efforts to effect an orderly and efficient transition from the Subcontractor and its personnel to such performance of work by other personnel, either engaged directly by JPL or employed by some other Subcontractor selected by JPL.

15.2 The Subcontractor agrees to fully cooperate with JPL and any successor Subcontractor to further the objectives stated in paragraph 15.1 above. In this

regard, the Subcontractor shall make available any and all records or other data, which may be required to properly ascertain the earned benefits of the leased personnel and his/her relative position within the fringe benefit program of the Subcontractor and allow either JPL or a successor Subcontractor to conduct on-site interviews with these Subcontractor personnel. If selected leased personnel are agreeable to the change, the Subcontractor shall release them at a mutually agreeable date.

16.0 Term Limit

- 16.1 The assignment of a leased worker will be limited to a period not to exceed eighteen (18) months. Eighteen (18) months is defined as 548 days from the date the badge is issued.

JPL reserves the right to extend the length of assignment in special circumstances.

- 16.2 The assignment of leased workers supporting JPL Division 35, who are in the labor categories listed below, will be limited to a period not to exceed thirty-six (36) months based on the initial start date of the JPL badge is issued.

The following applies to all levels available for each category below:

Mechanical Engineer
 Technical Designer
 Engineering Technical Specialist
 Mechanical Specialist

- 16.3 The assignment of leased workers supporting JPL Division 31, who are in the labor category listed below, will be limited to a period not to exceed thirty-six (36) months from the date the badge is issued.

The following applies to all levels available for the category below:

System Engineers

ARTICLE 4. ALTERATION PROVISIONS

1.0 “Limitation on Restrictive Markings” Clause

In the Clause entitled “Limitation on Restrictive Markings,” add paragraph (b)(5) as follows:

- (5) Restrictive Markings explicitly authorized in a confidentiality agreement between the parties that are expressly incorporated by reference into this Subcontract. Any such Restrictive Markings must comply with the marking requirements of the confidentiality agreement and additionally must include its subcontract number.

2.0 “Security Requirements” AGP

Security Requirements

Add the following paragraph (e) to the Additional General Provision entitled FAR 52.204-2 "Security Requirements:" (Aug 1996)

- (e) The Subcontractor, or any of its personnel, shall not have access to any classified information and shall not perform any classified work under this Subcontract until notified by the cognizant JPL Subcontracts Manager that all security clearance processing has been completed.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the below
“JPL Signature Date.”

SUBCONTRACTOR NAME

Signature & Date: _____

Type/Print Name: _____

Type/Print Title: _____

JET PROPULSION LABORATORY

Signature & Date: * _____

Type/Print Name: _____

Type/Print Title: _____

***JPL Signature Date:** *The JPL Signature Date is the effective date of the subcontract.*

NOTE: Pursuant to the Subcontract’s General Provisions entitled “*Authority of JPL Representatives*” and “*Technical Direction*” the following applies:

- Only the following or their Designated Alternates can authorize Subcontract changes, in writing, via JPL-issued modifications to the Subcontract: JPL Subcontracts Manager, Acquisition Management, JPL’s Director/Deputy Director/Chief Financial Officer.
- Minor technical changes not affecting the scope or cost of the Subcontract may be made by the JPL Cognizant Technical Manager (or Designated Alternate), but only in writing via the “*Technical Direction Memorandum*” (Form JPL 2084).