

**COST PLUS FIXED FEE RESEARCH & DEVELOPMENT 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

 *(hereinafter known as the “Subcontractor;”*

*a corporation existing under the laws of the State of TBD)*

THIS SUBCONTRACT IS FOR

Participation of the Starshade Exoplanet Data Challenge

AND IS A

SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT

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

SPECIMEN SUBCONTRACT, dated 09/03/2020

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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 COST-REIMBURSEMENT WITH**

**COMMERCIAL ORGANIZATIONS SUBCONTRACTS,** **dated 7/19.**

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

• Designation of New Technology Representative and Patent Representative (As applicable)

 • Patent Rights - Ownership by the Contractor (As applicable)

• Patent Rights - Retention by the Contractor (Short Form) (As applicable)

**SUBCONTRACT FORMS SET,** dated July 2019.

**ARTICLE 1. STATEMENT OF WORK AND DELIVERY/MILESTONE SCHEDULE**

**1.0** The Subcontractor shall deliver the items and provide the services of TBD, acting in the capacity of Principal Investigator (PI)/Co-Investigator (Co-I), for the work described in the following:

* 1. Proposal entitled: “Participation of the Starshade Exoplanet Data Challenge,” dated TBD, and made a material part of this Subcontract.
	2. The Period of Performance of this Subcontract shall commence on January 1, 2021 and continue through September 30, 2021.

1.3 Shipment Destination:

1.3.1 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.

1.3.2 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.

 1.4 Delivery Requirements

1.4.1 Participate in Starshade Data Challenge Teleconferences

 Monthly during period of performance

1.4.2 Provide a final version of algorithms in a form suitable for archiving on the ExEP’s starshade technology website.

 At completion of subcontract

1.4.3 Provide JPL with electronic copies of all technical papers published

 At completion of subcontract

1.4.4 Final Report along with abstracts of papers submitted and descriptions of derived data products

 At completion of subcontract

1.4.5 Final Annual Incurred Indirect Cost Rate Proposals in accordance with the ALLOWABLE COST AND PAYMENT General Provision of this Subcontract.

Six months after expiration of Subcontractor’s fiscal year.

1.4.6 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.

**2.0 Exhibits**

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

5.1 Exhibit I: Proposal Entitled: “Participation of the Starshade Exoplanet Data Challenge,” dated TBD

**ARTICLE 2 PAYMENT PROVISIONS**

**1.0 Estimated Cost and Fixed Fee:**

 Estimated Cost: $ TBD

Fixed Fee: $ TBD

 Total: $ TBD

 Amount Allotted: $ TBD

1.1 Reserved

**2.0 Reserved**

**3.0 Billing Requirements:**

*Detailed billing instructions, including sample invoices, can be found at the following link:* <https://www.jpl.nasa.gov/acquisition/invoice-services/>

**4.0 Allowable Costs.**

For the purpose of determining the amounts payable to the Subcontractor under this Subcontract, the allowability of costs shall be determined in accordance with the General Provision (GP) of this Subcontract entitled "Allowable Cost and Payment;" provided, however, that in determining the allowability of costs, the advance understandings, if any, on particular items of cost set forth below shall be given effect. In the event of any inconsistency between such advance understandings and the cost principles referred to in the "Allowable Cost and Payment" GP referenced above, the cost principles shall prevail.

4.1 Direct Costs: No Advance Understanding

4.2 Indirect Costs: No Advance Understanding

**5.0 Presubcontract Costs**

There shall be no allowance for costs incurred prior to the date of this Subcontract. If this Definitive Subcontract has been preceded by a Letter Subcontract, the phrase “date of this Subcontract” as used in this paragraph shall mean the effective date of the Letter Subcontract.

**6.0 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.

**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**: | TBD |
| **Type/Print Title**: | Subcontracts Manager |

\***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).