Subcontract No.

QRI -SC-23-101 Prime Contract No.

HHHHHH -HH-H-HHHH (TO 2313) Type of Agreement

IDIQ

DPAS Rating – DOA4

Quantum Research International, Inc.

991 Discovery Drive

Huntsville, AL 35806

Attn: Devin Crowe

Email: rcrowe @quantum -intl.com

Phone: 256 -971-1800, ext.

1 261

And

Auburn University

Attn: Kelley Terry

Email: terrykl@auburn.edu

Phone: 334 -844-2299

Witness That :

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject

matter hereof and supersedes all prior understandings and agreements.

It cannot be changed unless such changes

are in writing and duly executed by the authorized representa tive of both parties as shown above.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

This agreement is

governed by t he laws of the State of Alabama .

Problem Category: Insurance

Common Problems: Workers' Compensation Laws of Alabama

Preferred Language: []

Why: Auburn University is exempt from the Workers’ Compensation laws of Alabama; however, Auburn does have in place an on-the-job injury program that conforms to the statutory limits of the Work Comp statute.

1st response to Sponsor: Auburn University maintains an on the job injury program that conforms to the statutory limits of the Workers' Compensation law

Confidence: 0.29121941856368966

[END POTENTIAL PROBLEMATIC LANGUAGE]

By accepting and signing below, the Subcontractor certifies that neither the Subcontractor, or its principals, is

debarred, suspended, or proposed for de barment by the Federal Government, and

certifies that to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be

paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee or a Member of Congress on its behalf in

connection with the awarding of this modification.

By the signing below by duly authorized representatives, the parties have executed this agr eement as of

the last signature date.

For Quantum Research International, Inc. : For: Auburn Univers ity

Signature: Signature:

Name: Jill Ranes Name:

Title: Director of Contracts Title:

Date: Date:

Section A. Subcontract

The maximum value of this Subcontract will be the collective total of all Task Orders (TO’s) awarded under

this Subcontract.

Section B.

Supplies or Services and Prices

CONTRACT TYPE

a.

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with multiple pricing

arrangements available for use in pricing individual TO’s .

Available arrangements shall include Cost-

Plus-Fixed -Fee (CPFF) , Time and Material (T&M) or Firm Fixed Price ( FFP).

b.

The Subcontractor, as a n independent contractor and not as an agent or employee of Quantum Research

International, Inc. , shall furnish all necessary labor, services (non -personal), equipment, and /or material

(except as spec ified to be fu rnished by Quantum or the Government) required to accomplish the work

efforts as specifically set forth in each issued TO.

All TOs shall be within the general scope of the basic

subcontract Performance Work Statement (See Section C below).

c. All Supplies or Services will be awarded by individual TO’s.

All funds will be obligated by individual

TO’s issued under this basic Subcontract.

Section C. Statement of Work

The Subcontractor, as an independent contractor, and not as an agent or employee of Quantum or the

government , shall furnish all necessary labor, services, and material (except those labor, services, and

material that will be furnished by Quantum or the go vernment and so specified in each individual TO)

required to accomplish the specific requirements of each individual TO.

Each TO shall be within this

Sectio n C PWS to this Subcontract.

In the below PWS, the term “contractor” shall mean “subcontractor ,” and the term” contract” shall mean

“subcontract .”

C.1.0 DESCRIPTION OF EFFORT : This non -personal service PWS establishes requirements for

Contractor -provided services to the Program Executive Office (PEO) Missiles and Space (MS).

The scope

of this PWS consists of requirements for technical services such as Systems Engineering; Test and

Evaluation (T&E); Industrial Engineering; Command, Cont rol, Communication; Cybersecurity and

Electro - Magnetic Activities (CEMA), technical releases , and integration of complex Foreign Military

Sales (FMS) cases, and associated specialized support related to operations, financial management,

contracting, strategic analysis, and long-range planning for complex technical requirements for PEO MS

managed w eapon systems and foreign partners to include cooperative programs throughout the acquisition

lifecycle.

The effort will require Contractors to provide qualified personnel, equipment, supplies,

facilities, transportation, tools, materials, supervision, and other items and non -personal services necessary

to perform the services as defined in this PWS.

IT and wireless devices (i.e.

, laptops, docking stations,

mobile phones, etc.)

will be provided to the Contractor for on -site and telework - eligible performanc e of

this task.

This effort will be funded through multiple funding types – Research, Development, Test , and

Evaluation (RDT&E), Operations and Maintenance (O&M), Procurement, and Security

Assistance/Security Cooperation funds.

See Part 3 below for the spe cific tasks of this PWS.

Program Executive Office Background : The U.S. Army Program Executive Office Missiles and Space

develops, fields, and sustains defensive and offensive integrated fire capabilities in support of the joint all -

domain battlespace.

PEO MS is the U.S. Army acquisition agency for the procurement of air and missile

defense systems; precision fires rockets and missiles; close -combat missiles; counter unmanned aircraft

systems; counter rocket, artillery , and mortar systems; and air -to-ground aviation munitions.

PEO MS is

on the cutting edge of the Army’s long -range precision fires, air and missile defense, hypersonic, directed

energy, counter -unmanned aerial systems, integrated fires mission command, and aviation and ground

missiles moderniza tion initiatives.

We are an indispensable acquisition leader, enabling U.S. warfighters,

our allies and partners to defeat the threats of today and tomorrow.

The organization, workforce, and

innovative acquisition processes provide a rapid and iterative ap proach to integrated fires capability

development with the objective to reduce cost and acquisition risks, address technological obsolescence,

and eliminate duplication of effort.

PEO Missiles and Space is aligned to increase the speed of deliver,

enable d esign tradeoffs in the requirements process, expand the role of Warfighters throughout the

acquisitions process, and leverage rapid acquisition authorities and non -traditional suppliers.

This

approach allows for rapid response to changes in the operations environment, provides integrated multi -

domain solutions, and complicates our competitors’ abilities to offset our systems.

Six project offices

manage more than 30 programs of record which leverage state -of-the-art technology to meet full -spectrum

operation s requirements:

• Integrated Fires Rapid Capabilities Office (IF/RCO)

• Integrated Fires Mission Command (IFMC)

• Short and Intermediate Effectors for Layered Defense (SHIELD)

• Search, Track, Acquire, Radiate, Eliminate (STARE)

• Strategic and Operationa l Rockets and Missiles (STORM)

• Tactical Aviation and Ground Munitions (TAGM)

PEO Headquarters Functions include

• Chief Information Officer

• Business Management

• International

• Logistics

• Engineering

• Management Support

• Strategic Initiatives

• Facilities

C.2.0 SPECIFIC TASK ORDER (TO) REQUIREMENTS

C.2.1 Engineering and Technical Support

C.2.1.1 General Technical Support : The Contractor shall identify and evaluate innovative technologies

to increase functionality and performance of PEO MS weapo ns systems to meet operational needs or user

requirements.

The contractor shall develop Research, Development, Test, and Evaluation (RDT&E) plans

for identifying new technologies, capabilities, and concepts that address emerging requirements as well as

urgent operational needs.

Each RDT&E plan shall provide a roadmap that addresses technology maturity

and recommended further analysis to guide feasibility of the Research and Development (R&D) effort

integration into PEO MS products.

Furthermore, the Contract or shall prioritize PEO MS Science &

Technology (S&T) needs to align with PEO MS program roadmaps and Long -range Investment

Requirements Analysis (LIRA), Army S&T funding, and R&D capabilities within Combat Capabilities

Development Command (DEVCOM).

The Co ntractor shall identify and protect RDT&E Critical Program

Information (CPI) IAW DoDI 5200.39.

C.2.1.2 The Contractor shall identify and evaluate innovative technologies to increase functionality and

performance of PEO MS weapons systems to meet operational needs or user requirements.

The contractor

shall develop Research, Development, Test, and Evaluation (RDT&E) plans for identifying new

technologies, capabilities, and concepts that address emerging requirements as well as urgent operational

needs.

Each RDT&E plan shall provide a roadmap that addresses technology maturity and recommended

further analysis t o guide feasibility of the Research and Development (R&D) effort integration into PEO

MS products.

Furthermore, the Contractor shall prioritize PEO MS Science & Technology (S&T) needs to

align with PEO MS program roadmaps and Long -range Investment Requirem ents Analysis (LIRA), Army

S&T funding, and R&D capabilities within Combat Capabilities Development Command (DEVCOM).

The Contractor shall identify and protect RDT&E Critical Program Information (CPI) IAW DoDI

5200.39.

C.2.1.3 The Contractor shall posses s an in -depth technical understanding of all phases of the acquisition

life-cycle.

The contractor shall conduct independent technical reviews and assessments of PEO MS

weapons systems’ milestone decision entrance and exit criteria, review acquisition docum entation,

including, but not limited to Systems Engineering Plans (SEP), Test and Evaluation Master Plan (TEMP),

Preliminary Design, and Critical Designs.

The Contractor shall assess the data that verifies the weapon

system architecture, design, and implem entation against technical requirements.

The Contractor shall

conduct assessments of technology and manufacturing readiness level review applied research initiatives

applicability to PEO MS weapon systems’ performance; and conduct Warfighter materiel needs analyses.

The contractor shall develop scenarios for PEO MS Cybersecurity and Electro -Magnetic Activities

(CEMA) and provide on -site support during execution of exercises and test events.

The Contractor shall

analyze emerging systems for Defense Exportabi lity Features (DEF) and recommend nomination of

systems with strong potential for FMS to the DEF program.

C.2.2 Concepts, Architectures, and Capabilities Development

C.2.2.1 The Contractor shall identify and evaluate technologies and assess the applica bility to the PEO

MS weapons systems’ near -term and long -term operational needs or user requirements.

The contractor

shall evaluate and prioritize S&T efforts and assess suitability to meet intended objectives and

performance requirements and integration i nto PEO MS weapons systems.

The Contractor shall identify

and assess continuous improvement concepts and strategies the applicability to PEO MS weapons

systems.

C.2.4.2 The Contractor shall evaluate the inherent producibility of PEO MS weapons systems

technologies, designs, and design changes, and identify and evaluate the associated issues and impacts on

economic feasibility of production.

The Contractor shall identify i mprovements in the weapons system

that would result in an economically producible design.

C.2.2.2 The Contractor shall possess an in -depth understanding of Model Based Systems Engineering

(MBSE).

The contractor shall develop and maintain the PEO MS Digit al Enterprise (DE) tools for

implementing common, efficient, and effective technical integration processes across the PEO MS

portfolio.

The contractor shall update and maintain the Integrated Master Schedule (IMS) for execution of

the PEO MS activities and Integrated Fires test events.

The contractor shall maintain the PEO MS Project

Server and provide technical expertise to the PEO MS IMS Integrated Product Team (IPT).

The contractor

shall provide subject matter expertise in Risk, Issue, and Opportunity Ma nagement (RIOM), to include

risk analysis/mitigation, identifying opportunities, and monitoring and process planning.

C.2.2.3 The Contractor shall develop weapons systems’ physical, functional, and software architectures,

interfaces, and interoperabilit y requirements.

C.2.3 Design Engineering

C.2.3.1 The Contractor shall conduct research, technical examination, and assessment of the capability

requirements, technological needs, and system/sub -system architecture and design of PEO MS weapons

systems t o develop increased performance against threats in a Multi -Domain Operations (MDO)

environment.

This research must include, but is not limited to, platform or architecture size, weight, and

power constraints, interfaces, integration considerations, input a nd output limitations, design for

exportability, export licensing, requirements verification, and other design constraints.

C.2.3.2 The Contractor shall define approaches for integration of new technical components into PEO MS

weapons systems to increas e system functionality or performance, reduce cost, increase survivability or

sustainability.

The Contractor’s analysis must account for design considerations including but not limited

to industrial base capabilities, Technology Readiness Level (TRL), and manufacturing challenges, and

provide risk analysis and risk mitigation plans in terms of technical complexity, cost, schedule, special

material development and alternative technology development paths.

C.2.4 Systems Integration

C.2.4.1 The Contractor s hall develop the PEO MS Integrated Fires (IF) System -of-Systems (SoS)

architecture strategy to include system capability and performance requirements, design constraints, and

integration interfaces for U.S. and foreign stakeholders.

C.2.4.2 The Contractor shall evaluate the inherent producibility of PEO MS weapons systems

technologies, designs, and design changes, and identify and evaluate the associated issues and impacts on

economic feasibility of production.

The Contractor shall identify i mprovements in the weapons system

that would result in an economically producible design.

C.2.4.3 The Contractor shall evaluate PEO MS weapons systems’ operating requirements, design

constraints, capabilities, and test data, to define performance metrics with respect to form, fit, function,

producibility, and affordability.

Areas of evaluation include, but are not limited to survivability, mobility,

lethality, protection, Reliability, Availability, and Maintainability (RAM), producibility, energy

efficiency, sustainability, performance, operations, cost reduction, and value engineering.

C.2.4.4 The C ontractor shall adhere to all customer -directed training requirements and provide training

and exercise support PEO MS to ensure personnel have the needed skills to execute mission requirements.

The Contractor shall provide technical services for conductin g training and executing PEO MS events.

C.2.4.5 The Contractor shall design, develop, integrate, test, and deliver high -fidelity prototype

virtualizations of critical computing hardware and software components for weapon systems in the PEO

MS portfolio.

The Contractor shall assist in the development of the required hardware, firmware, software

interfaces, and dynamic modeling and simulation (M&S) capabilities to allow for integration of the high -

fidelity prototype virtualizations and detection algorithms into existing test beds and/or hardware -in-the-

loop (HWIL) test infrastructures to facilitate repetitive, destructive testing and demonstrations.

The

Contractor shall perform strategic research and analysis on the convergence of Cyber, Electronic Warfare

(EW), Electronic Attack (EA), Electronic Protection (EP), and Positioning, Navigation and Timing (PNT)

activities into a coherent, enduring Cybersecurity and Electro -Magnetic Activities (CEMA) strategy to

prioritize threat analysis and prototype capability development.

The Contractor shall conduct weapon

system -specific Risk Studies (RS) to determine critical components.

The Contractor shall conduct focused

Criticality Analyses (CA) involving detailed research, decomposition, and analysis of the Lifecycle

Supply Chain Security process, with specific emphasis on Supply Chain Risk Management (SCRM).

The

Contractor shall develop prototype virtual representations of critical components based on convergence,

RS, and CA results.

The Contractor shall develop the req uired hardware and/or software to integrate the

prototype virtualizations into the Assessment Environment.

The Contractor shall develop and integrate

into the weapon systems, and weapon system representations, prototype algorithms for threat detection

and discrimination and advanced feature extraction.

The Contractor shall plan and conduct CEMA

assessments and analysis of weapon system critical computing hardware and software prototypes in

operationally relevant environments, including development of any re quired data collection and analysis

sensors, equipment, or tools.

The Contractor shall provide reports on task activities including a summary

of all analysis/reviews along with system improvement recommendations, strategic plans, system of

system releasabi lity, and case development.

Contractor cybersecurity efforts shall comply with DoDD

8500.01, DoDI 3222.03, and AR 25 -2.

C.2.4.6 The Contractor shall evaluate PEO MS weapons systems for Critical Program Information (CPI)

and facilitate the design and int egration of protective technologies to reduce the risk of unauthorized

disclosure or inadvertent transfer of advanced technology or vulnerabilities.

The contractor shall protect

CPI designated as requiring enhanced security protections by the Original Clas sification Authority (OCA)

through established PEO MS Special Access Programs (SAP) or Alternative Compensatory Control

Measures (ACCM) programs.

The contractor shall prepare and process program access requests and

protect program data and artifacts in acc ordance with AR 380 -381.

The contractor shall prepare and

conduct annual training for SAP -accessed personnel.

The contractor shall prepare and evaluate technical

documentation for PEO MS weapons systems in accordance with the applicable Security Classifica tion

Guide (SCG) and Program Security Guide (PSG).

The Contractor shall ensure disclosure of Classified

Military Information, Controlled Unclassified Information, and other sensitive data (Low -

Observable/Counter - Low Observable, etc) and systems are consis tent with U.S. Government, DoD, and

Army disclosure authority and policies, and comply with the International Trafficking in Arms

Regulations and export control policies in support of case development.

C.2.4.7 The Contractor shall conduct SCRM analysis a nd physical inspection of PEO MS Weapons

Systems to design and implementation, and verification of appropriate safeguards and countermeasures to

minimize supply chain risk.

This will include but is not limited to the identification of susceptibilities,

vulnerabilities and threats throughout DoD’s supply chain and the development of mitigation strategies to

combat those threats whether presented by the supplier, the supplied product and its subcomponents, or

the supply chain.

C.2.4.8 The Contractor shall demonstrate subject matter expertise in Department of Defense (DoD)

regulations, Security Assistance Management Manual (SAMM), International Traffic in Arms

Regulations (ITAR), the Arms Export Control Act (AECA), Executive Order 13526, National Security

Decision Memorandum 119 (NSDM 119), DoD Directive 5230.11 – Disclosure of Classified Military

Information to Foreign Governments and International Organizations, National Disclosure Policy (NDP -

1) , AR 12 -1, AR70 -41, AR 380 -381 Special Access Programs (SAPs) and Sensitive Activities, DoDM S -

5230.28 Low Observable / Counter -Low Observable (LO/CLO), DoD Directives and Instructions 5200

series for Anti -Tamper (AT), Critical Program Information (CPI), and PEO MS policies and guides.

The

Contractor shall demonstr ate successful application of the above -referenced regulations, policies, and

directives to include, but not limited to: drafting of Tri -Service Committee Decision Memorandums (TSC

DMs), Exceptions to National Disclosure Policy (ENDPs), Yockey waivers, MTC R memorandums,

Delegation of Disclosure Letters (DDLs), requests for Exception to National Disclosure Policy (ENDP)

packages affecting release of PEO MS systems to partner nations, and Third Party Transfer (TPTs)

requests, The Contractor shall maintain wor king knowledge of Critical Program Information (CPI)

assessments and Anti -Tamper Concepts/Plans for all exportable systems within the PEO.

C.2.5 Strategic Analysis and Program Planning

C.2.5.1 The Contractor shall perform program evaluation, review, and analysis in the areas of program

management, planning, programming, budgeting, execution, cost, and schedule for the purpose of

ensuring compliance with program goals and objectives are achieved IAW DoDI 5000.01 and provide

overarching command guidance for input into command documentation.

C.2.5.2 The Contractor shall provide quality and timely accounting expertise on resource management

systems and those interfacing systems that have a financi al impact to ensure that accurate financial

information is available to customers in the area of responsibility.

Interfacing systems may include

functional areas such as logistics, budget, payroll, travel, and manpower.

Scope may include current

automated systems, legacy systems, and enterprise systems utilizing SOMARDS, Logistics Modernization

Program (LMP), Procurement Integrated Enterprise Environment (PIEE), Mechanization of Contract

Administration Services (MOCAS) and General Fund Enterprise Business S ystem (GFEBS).

C.2.5.3 The Contractor shall perform data collection, data reduction, and data analysis on accounting and

logistical systems in order to provide input and recommendations for budget and execution of funds and to

ensure that program require ments are meeting developmental timelines and appropriate funding is utilized

throughout program lifecycle.

C.2.5.4 The Contractor shall analyze events, activities, and schedule data in order to provide evaluations

on achieving hardware delivery and cas e milestones.

Schedule data shall be analyzed to address the

reasonableness and risks associated with achieving specific completion dates.

C.2.5.5 The Contractor shall provide proactive and timely coordination of year -end closeout process with

external agencies such as higher headquarters, customer, and DFAS.

The Contractor shall provide advice

concerning guidelines and public law such as the Federal Managers Financial Integrity Act (FMFIA), the

Chief Financial Officers (CFO) Act, and other related fisca l guidance and policies.

The Contractor shall

develop technical, functional, and informational systems or processes to track financial data against

performance measurements and policy to ensure compliance with current regulation and policy.

C.2.5.6 The Co ntractor shall develop strategic direction and provide expert technical services in the

analysis and development of acquisition documentation to meet developmental and production timelines

in support of the national defense strategy and Army modernization efforts.

Analysis may include or result

in draft contract requirements packages, drafting solicitation documents, drafting program budget

guidance or program budgets for Title 10 and Title 22 funds, manpower and force management

documents, invoice analysis , and other documentation associated with execution of a program.

The

Contractor shall not perform as an approver on any official government documentation.

C.2.5.7 The Contractor shall develop an evaluation plan to include a need for Defense Contract Audit

Agency support, Technical Evaluation, Defense Contract Management Agency (DCMA) support or

DCMA Commercial Item Group review of the prime or major suppliers.

The C ontractor shall include the

assessment of risk used to develop their evaluation plan and the best method of analysis.

The Contractor

shall participate in Government meetings as needed.

C.2.5.8 The Contractor shall analyze contractor technical data and manufacturing techniques to assist in

the determination of cost/price reasonableness of submitted sole source proposals through cost and price

analysis by using accounting and auditing data, foreca sting techniques, weighted guidelines, learning

curves, and regression analysis in order to recommend pricing objectives to the Government.

Analysis

will include all aspect of earned value management to ensure R&D efforts are monitored for cost,

schedule, and performance against the integrated master schedule and budget of the program or security

cooperation effort.

The Contractor shall review, analyze, and evaluate cost or pricing data contained in

proposals to determine reasonableness of all elements of c ost.

The analysis shall include results of a

Defense Contract Audit Agency Report, Technical Evaluation, Defense Contract Management Agency

(DCMA) Report and DCMA Commercial Item Group report of the prime or major suppliers.

C.2.5.9 The Contractor shal l be required to provide financial analysis and accounting support to help the

government achieve audit readiness as well as customer account management.

The Contractor shall be

required to support the creation and analysis of process mapping initiatives f or Title -10 and Title -22

functions; respond to Dormant Account Review -Quarterly; complete, review, correct, and submit audit

sample packages via approved systems; and train PEO MS personnel on current audit processes, best

practices, or methods to be succe ssful in audit readiness.

The contractor will develop best practices,

procedures, and command guidance that complies with logistical, business management, and engineering

regulations.

C.2.5.10 The Contractor shall provide statistical and trend analysis o n audit tasks, financial error

reporting, security assistance performance and deliveries against program schedule, and recommend

corrective action to improve PEO MS overall performance.

Corrective actions shall include Corrective

Action Plans, Review and a nalysis of Notice of Findings and Recommendations, Standard Operating

Procedures, internal testing of audit controls, and training of PEO MS personnel.

C.2.5.11 The Contractor shall provide consultation services in support of the development of an

enterp rise-wide strategic plan that incorporates efficiencies in the support, services and solutions provided

by this activity or its customer organizations.

Strategic enterprise planning should, at a minimum, factor in

affordability goals and be consistent with all Department of Defense (DoD) and Army level policies,

campaign plans and strategic focus areas.

The Contractor shall provide strategic analyses, assessments,

and recommendations to this activity and/or its customer organizations.

C.2.5.12 The Contrac tor shall be required to develop, evaluate, analyze and update long - range strategy

and business plans with the ability to organize the details of multiple and related subjects, issues, and

situations to present and recommend solutions in a logical, cohesi ve format.

C.2.6.

Non-Technical Tasks

C.2.6.1 The Contractor shall successfully manage all ancillary duties and activities in support of all tasks

referenced in Section 3.

This includes, but not limited to: management of information systems, attendance

and participation in relevant meetings, engagements, and conferences, planning, scheduling, and

budgeting of program goals and objectives, audits, strategic planning, interagency coordination, and

broader U.S. government synchronization, and performing all relevant tasks described in DoD and Army

policies, directives, and guidelines governing enhanced security programs and Security

Cooperation/Security Assistance activities.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

C.2.7 Security

C.2.7.1 The Contractor and sub -contractors shall provide function al support services that require access to

classified information, intelligence information, foreign intelligence information, and For Official Use

Only information IAW DoDD 5220.22 -M. The Contractor shall be required to have prerequisite personnel

securit y clearance for access to classified information including Special Access Programs (SAP)

information and Sensitive Compartmented Information (SCI).

Problem Category: Export Controls

Common Problems: Sponsor will or may provide export controlled information

Preferred Language: ["(If receiving export-controlled info):\n“It is Auburn’s policy to remain fully in compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC).\tTherefore, in the event that SPONSOR wishes to provide export controlled data or information to Auburn during the course of activity under this Agreement, SPONSOR must first notify Auburn of its intention to provide this data at least thirty (30) days in advance of actually providing this data or information and provide the Export Control classification of such data under the ITAR or EAR. Auburn will then determine whether Auburn can accept such data, as well as the conditions for such receipt if agreed upon. Auburn will then communicate this determination back to SPONSOR within seven (7) days of such determination.”\n \n(If not receiving export-controlled info):\n“It is Auburn's policy to remain fully in compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). No export controlled information will be provided to Auburn by the SPONSOR.”"]

Why: If we accept export control language, we are no longer operating in a Fundamental research environment so we would not have the exclusion to export controls.

1st response to Sponsor: add the following statement: "Therefore, in the event that SPONSOR wishes to provide export controlled data or information to Auburn during the course of activity under this Agreement, SPONSOR must first notify Auburn of its intention to provide this data at least thirty (30) days in advance of actually providing this data or information and provide the Export Control classification of such data under the ITAR or EAR. Auburn will then determine whether Auburn can accept such data, as well as the conditions for such receipt if agreed upon. Auburn will then communicate this determination back to SPONSOR within seven (7) days of such determination.”

Confidence: 0.22994235162518273

[END POTENTIAL PROBLEMATIC LANGUAGE]

Contractors working on SAP shall have as a

minimum a final Secret Clearance.

Contractors working on SCI shal l have as a minimum a final Top

Secret clearance.

The Contractor shall have access to the Government -classified SIPRNET.

C.2.7.2 Security requirements will be based upon the latest Security Classification Guide.

The contractor

and all associated sub -contractors shall develop internal security procedures to protect classified,

sensitive, unclassified, high dollar value, and hazardous items.

The contractor and all associated sub -

contractors shall comply with FAR 52.204 -2, Security Requirements.

Contractors having access to

information classified “Confidential”, “Secret”, or “Top Secret” shall comply with - (1) The Security

Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD

5220.22 -M) and (2) any revisions to Do D 5220.22 -M, notice of which has been furnished to the

contractor.

The contractor shall comply with all security classification requirements IAW the DD Form

254, DoD Contract Security Classification Specification.

The contractor shall maintain facilities f or

storage and discussions of classified materials at the DoD XXXXXXX level.

C.2.8 Cybersecurity

C.2.8.1 The Contractor shall adhere to Cyber Security regulations and policies including the National

Security Act; Clinger -Cohen Act; Federal Information Security Management Act (FISMA); AR 25 -1

Army Information Technology; AR 25 -2 Army Cybersecurity; Any applicable DoD 8500 series

Directives and/or Instructions and their associated references (Cyber security); National Institute of

Standards an d Technology (NIST) SP 800 series Special Publications (SP) and their associated references;

CNSSI No.

1253 Security Categorization and Control Selection for National Security Systems;

Chairman of the Joint Chiefs of Staff Instruction (CJCSI) and Chairma n of the Joint Chiefs of Staff

Manual (CJCSM) 6000 Series; National Security Agency (NSA) Guides; Defense Information System

Agency (DISA) Security Technical Implementation Guides (STIGs).

C.3.0 GENERAL REQUIREMENTS:

C.3.1 OVERVIEW OF WORK REQUIRED: The contractor's technical effort shall be under the

direction of a contractor project manager who shall provide the overall contractor management of the TO

including personnel, planning, quality control, direction, coordination and reviews neces sary to ensure

effective contract performance.

The contractor shall identify a TO manager to serve as a primary point of

contact at the TO level.

C.3.1.1 The requirements of this TO shall require technical interchange meetings to be scheduled at least

monthly.

C.3.2 Service during Crisis.

None of the work is considered mission -critical .

C.3.3 On-site performance at Government facilities is anticipated.

For all on -site performance, the

Government will provide access to facilities, sites, office space an d equipment required to perform the TO

(as determined to be necessary and available by the Contracting Officer’s Representative [COR]).

C.3.4 Access to Government Property, Equipment, and Information.

Government Furnished Property,

Equipment and Informati on (GFP/GFE/GFI) is not anticipated in support of this TO.

If this changes in the

future, the listing will be added as an appendix to this PWS via modification.

C.3.5 Accident Reporting and Responsibilities

C.3.5.1 Accident investigation and reporting t o higher command levels will remain with the

U.S. Army at the host installation

C.3.5.2 The Contractor shall report within one hour of an accident to the COR all available facts relating

to each instance of damage to Government property and material or i njury to task order personnel .

C.3.5.3 The Contractor shall immediately secure the accident area and wreckage until released by the

accident investigation authority from the host installation.

The COR will prepare the notification of

release of equipment impacted by the accident or wreckage.

C.3.5.4 If the Government conducts an investigation of the accident, the Contractor shall cooperate fully

with the Government personnel until the investigation is completed.

C.4.0 SECURITY REQUIREMENTS .

The security requirements shall be in accordance with the

following.

C.4.1.

Contractor Security Requirements

C.4.1.1 All contractor personnel with an assigned duty location at a Government site shall be

U.S. citizens and have, at a minimum, a SECRET clearance at the time of TO award.

C.4.1.2 The contractor shall perform in accordance with the National Industrial Security Program

Operating Manual (NISPOM) (DoD 5220.22M) and ensure that all classified material is handled in

accordance with the contract or latest appropriate security classification specifications.

Foreign

participation will not be allowed at the prime or subcontract level.

C.4.1.3 The contractor will be required to access the internet, commercial e -mail services and the Secret

Internet Protocol Router Network.

C.4.1.4 Critical Program Information (CPI) .

The contractor shall assist the Government in the

identification of any inherited and new CPI.

As directed by the Government, the contractor shall

implement security measures for any ide ntified CPI to prevent unauthorized disclosure.

As defined in

DoD Instruction 5200.39, Critical Program Information (CPI) Protection Within the Department of

Defense, CPI entails elements or components of a research, development, and acquisition program th at, if

compromised, could cause significant degradation in mission effectiveness; shorten the expected combat -

effective life of the system; reduce technological advantage; significantly alter program direction; or

enable an adversary to defeat, counter, co py, or reverse engineer the technology or capability.

The

contractor will be subject to internal and external audits of the implementation of security measures for

handling CPI and will provide audit results to USASMDC upon request.

C.4.2 Anti -Terrorism (AT)/Operational Security (OPSEC) training.

All contractor employees

assigned to work in Government facilities must comply with all training and certification requirements

applicable to all employees stationed in the same facility.

Examples include, but ar e not limited to,

completion of acceptable use policy acknowledgments , safety training, fire extinguisher training,

evacuation and shelter -in-place exercises, iWATCH training, etc.

Questions regarding whether or not a

particular training event or course applies to contractors can be resolved by the COR.

C.4.2.1 AT Level I Training .

All contractor employees, including subcontractor employees, requiring

access to Army installations, facilities, and controlled -access areas shall c omplete AT Level I awareness

training within 30 calendar days after the contract start date or effective date of incorporation of this

requirement into the contract, whichever is applicable.

The contractor shall submit certificates of

completion for each a ffected contractor employee and subcontractor employee, to the COR or to the

contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all

employees and subcontractor personnel.

AT Level I awareness training is available at the following

website: http://jko.jten.mil

C.4.2.2 Access and general protection/security policy and procedures.

Contractor and all associated

subcontractors employees shall provide all information required for background checks to meet

insta llation access requirements to be accomplished by installation Provost Marshal Office, Director of

Emergency Services or Security Office.

Contractor workforce must comply with all personal identity

verification requirements (FAR clause 52.204 -9, Personal I dentity Verification of Contractor Personnel)

as directed by DOD, HQDA and/or local policy.

In addition to the changes otherwise authorized by the

changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility

or installation change, the Government may require changes in contractor security matters or processes.

C.4.2.2.1 For contractors requiring Common Access Card (CAC).

Before CAC issuance, the

contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with

Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014 -05.

The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both

physical access to a DoD fac ility and access, via logon, to DoD networks on -site or remotely; (2) Remote

access, via logon, to a DoD network using DoD -approved remote access procedures; or (3) Physical

access to multiple DoD facilities or multiple non -DoD federally controlled facilit ies on behalf of the DoD

on a recurring basis for a period of 6 months or more.

At the discretion of the sponsoring activity, an

initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully

scheduled NACI at the Off ice of Personnel Management.

C.4.2.2.2 For contractors that do not require CAC, but require access to a DoD facility or

installation.

Contractor and all associated sub -contractors employees shall comply with adjudication

standards and procedures using the National Crime Information Center Interstate Identification Index

(NCIC -III) and Terrorist Screening Database (TSDB) (Army Directive 2014 -05/AR 190 -13), applicable

installation, facility and area commander installation/facility access and local security p olicies and

procedures (provided by government representative), or, at OCONUS locations, in accordance with status

of forces agreements and other theater regulations.

C.4.2.3 AT Awareness Training for Contractor Personnel Traveling Overseas.

US based con tractor employees and associated sub -contractor employees are required to make available

and to receive government provided area of responsibility (AOR) specific AT awareness training as

directed by AR 525 -13.

Specific AOR training content is directed by t he combatant commander with the

unit Antiterrorism Officer (ATO) being the local point of contact.

C.4.2.4 iWATCH Training.

The contractor and all associated sub -contractors shall brief all employees

on the local iWATCH program (training standards provide d by the requiring activity ATO).

This local

developed training will be used to inform employees of the types of behavior to watch for and instruct

employees to report suspicious activity to the COR.

This training shall be completed within 30 calendar

days of task order award and within 15 calendar days of new employees commencing performance with

the results reported to the COR NLT 45 calendar days after task order award.

C.4.2.5 Army Training Certification Tracking System (ATCTS) registration for contra ctor

employees who require access to government information systems.

All contractor employees with

access to a government info system must be registered in the ATCTS (Army Training Certification

Tracking System) at commencement of services, and must succes sfully complete the DOD Information

Assurance Awareness prior to access to the IS and then annually thereafter.

C.4.2.6 For contracts that require a formal OPSEC program .

The contractor shall develop an OPSEC

Standing Operating Procedure (SOP)/Plan within 90 calendar days of task order award, to be reviewed

and approved by the responsible Government OPSEC officer.

This plan will include a process to identify

critical information, where it is located, who is responsible for it, how to prote ct it and why it needs to be

protected.

The contractor shall implement OPSEC measures as ordered by the commander.

In addition,

the contractor shall have an identified certified Level II OPSEC coordinator per AR 530 -1.

(CDRL A052:

OPSEC Plan; A draft of th is document shall be provided within 15 business days of the award of this TO

and not as part of the initial proposal.)

C.4.2.7 For contracts that require OPSEC Training .

Per AR 530 -1 Operations Security, the contractor

employees must complete Level I OPSEC Awareness training.

New employees must be trained within 30

calendar days of their reporting for duty and annually thereafter.

OPSEC Awareness is available at the

following website: http://cdsetrain.dtic.mil/opsec/index.htm

C.4.2.8 For information assurance (IA)/information technology (IT) training .

All contractor employees and associated sub -contractor employees must complete the DoD IA awareness

training before iss uance of network access and annually thereafter.

All contractor employees working

IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD

8570.01 -M and AR 25 -2 within six months of appointment to IA/IT functions.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

C.4.2.9 For information assurance (IA)/information technology (IT) certification .

Problem Category: Confidential Information

Common Problems: Auburn never investigates third parties’ rights to provide information to us. If they want a qualifier on information provided by a third party saying that we made sure the third party had the right to provide the information, get rid of it. You can say “to Auburn's knowledge…” or “an apparent right to…”

Preferred Language: ['Should it be necessary for either party to receive the other’s confidential Information, the disclosing party agrees to disclose such information in writing and marked “confidential”, or if given orally, reduced to writing and clearly marked as confidential within 30 days of the oral disclosure. The receiving party agrees to safeguard the disclosing party’s confidential material to the same extent it safeguards its own for a period of three (3) years from the end date or termination of this Agreement. Confidential Information does not include (a) information which is now or hereafter becomes a part of the public domain; (b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records; (c) information given to the receiving party by a third party having a right to disclose the same; or (d) information which the receiving party is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.\nEach Party will retain all Project Invention disclosures submitted in confidence and will not disclose them to third parties. Either party will be relieved of this obligation only when this information becomes publicly available through no fault of the other party.']

Why: None

1st response to Sponsor: None

Confidence: 0.2168785654693734

[END POTENTIAL PROBLEMATIC LANGUAGE]

Per DoD 8570.01 -

M , DFARS 252.239.7001 and AR 25 -2, the contractor employees supporting IA/IT functions shall be

appropriately certified upon contract award.

The

baseline certificati on as stipulated in DoD 8570.01 -M must be completed upon contract award.

C.4.2.10 For contractors authorized to accompany the force.

DFARS Clause 252.225 - 7040,

Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United Sta tes.

The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany

US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping

operations; or other military operations or exerci ses, when designated by the combatant commander.

The

clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations,

pre-deployment requirements, required training (per combatant command guidance), and personnel data

required.

C.4.2.11 For Contract Requiring Performance or Delivery in a Foreign Country .

DFARS Clause

252.225 -7043, Antiterrorism/Force Protection for Defense Contractors Outside the US.

The clause shall

be used in solicitations and contracts that require performance or delivery in a foreign country.

This clause

applies to both contingencies and non -contingency support.

The key AT requirement is for non -local

national contractor personnel to comply with theater clearance requirements and allows the combatan t

commander to exercise oversight to ensure the contractor’s compliance with combatant commander and

subordinate task force commander policies and directives.

C.4.2.12 Handling or Access to Classified Information.

The contractor shall comply with FAR 52.2 04-

2, Security Requirements (MAR 2021)

C.4.2.12.1 This clause applies to the extent that this contract involves access to information classified

Confidential, Secret, or Top Secret.

C.4.2.12.2 The Contractor shall comply with (1) the Security Agreement ( DD Form 441), including the

National Industrial Security Program Operating Manual (32 CFR part 117), and (2) any revisions to that

manual, notice of which has been furnished to the Contractor.

C.4.2.12.3 If, subsequent to the date of this contract, the se curity classification or security requirements

under this contract are changed by the Government and if the changes cause an increase or decrease in

security costs or otherwise affect any other term or condition of this contract, the contract shall be subj ect

to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

C.4.2.12.4 The Contractor agrees to insert terms that conform substantially to the language of this clause,

including this paragraph (d) but excludi ng any reference to the Changes clause of this contract, in all

subcontracts under this contract that involve access to classified information.

C.4.2.13 Threat Awareness Reporting Program .

For all contractors with security clearances.

Per AR

381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual

TARP training by a CI agent or other trainer as specified in 2 -4b of AR 381 -12.

C.4.2.14 Threat Awareness and Reporting Program (TARP) training .

The contractor and any

subcontractors over whom they have cognizance must attend live TARP training at least annually and

report threat -related incidents, behavioral indicators, and other matters of counterintelligence (CI) interest

specified in chapter 3 (Reporting Requirement s) of the Army Regulation 381 -12, to the facility security

officer, the nearest military CI office, the Federal Bureau of Investigation (FBI), or the Defense Security

Service.

Certificates of completion must be provided to the cognizant COR and KO on an an nual basis.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

C.4.2.15 Controlled Unclassified Information (CUI).

Problem Category: Export Controls

Common Problems: Sponsor will or may provide export controlled information

Preferred Language: ["(If receiving export-controlled info):\n“It is Auburn’s policy to remain fully in compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC).\tTherefore, in the event that SPONSOR wishes to provide export controlled data or information to Auburn during the course of activity under this Agreement, SPONSOR must first notify Auburn of its intention to provide this data at least thirty (30) days in advance of actually providing this data or information and provide the Export Control classification of such data under the ITAR or EAR. Auburn will then determine whether Auburn can accept such data, as well as the conditions for such receipt if agreed upon. Auburn will then communicate this determination back to SPONSOR within seven (7) days of such determination.”\n \n(If not receiving export-controlled info):\n“It is Auburn's policy to remain fully in compliance at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). No export controlled information will be provided to Auburn by the SPONSOR.”"]

Why: If we accept export control language, we are no longer operating in a Fundamental research environment so we would not have the exclusion to export controls.

1st response to Sponsor: add the following statement: "Therefore, in the event that SPONSOR wishes to provide export controlled data or information to Auburn during the course of activity under this Agreement, SPONSOR must first notify Auburn of its intention to provide this data at least thirty (30) days in advance of actually providing this data or information and provide the Export Control classification of such data under the ITAR or EAR. Auburn will then determine whether Auburn can accept such data, as well as the conditions for such receipt if agreed upon. Auburn will then communicate this determination back to SPONSOR within seven (7) days of such determination.”

Confidence: 0.25233420143369617

[END POTENTIAL PROBLEMATIC LANGUAGE]

The contractor shall comply with the DoDI

5200.48, paragraph 3.6 (b), dated 6 March 2020, mandating every individual at every level, including

contractors providing support to the DoD pursuant to contractual requirements, will comply with the

requirement for initial and annual refresher CUI training.

See Appendix A for training location.

C.5.0 PLACE OF PERFORMANCE / DUTY HOURS / TRAVEL .

C.5.1 Performance under this TO is anticipated to occur at the contractor’s facility as well as Government

facilities.

For all on -site performance (i.e., Government site), the Government will provide access to

facilities, sites, office space and equipment required to perform the TO (as determined to be necessary and

available by the Contracting Officers Representative [COR ]).

Known performance under this TO is to

occur at Building 5220/5221 on Redstone Arsenal.

Space will be provided for all contractors at this

facility.

Performance at other Government locations may be required as well.

C.5.2 Duty Hours.

Unless otherwise s tated in this PWS or as directed by the responsible contracting

officer, the contractor shall ensure that appropriate technical capability is available to provide responses to

specific tasks during a 40 -hour work week.

The contractor may be required to pro vide labor hours in

excess of 40 hours per work week to include holidays, weekends, and/or during irregular times and shifts

based upon mission operations and exercises.

C.5.3 Travel.

Travel may be required in performance of this TO.

Specific travel requi rements will be

identified and funded as the need arises.

The contractor has no authority to incur travel costs without

explicit written approval of the COR (e -mail is acceptable).

Under no

circumstances shall the contractor incur travel costs in excess of the funded amount stated in the TO.

Specific times, dates and places of travel shall be identified in the request for approval.

C.5.3.1 The contractor shall not be reimbursed for local travel.

CLAUSES INCORPORATED BY REFERENCE

52.247 -29 F.O.B.

Ori gin FEB 2006

52.247 -34 F.O.B.

Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211 -11 LIQUIDATED DAMAGES --SUPPLIES, SERVICES, OR RESEARCH AND

DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified

in this contract, the Contractor shall, in place of actual damages, pay to the Government

liquidated damages of \* to be determined at the task order level when applicable per

calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default --Fixed -Price

Supply and Service clause, the Contractor is liable for liquidated damages accruing until the

Government reasonably obtains delivery or performance of similar supplies or services.

These

liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or

performance is beyond the control and without the fault or n egligence of the Contractor as

defined in the Default --Fixed -Price Supply and Service clause in this contract.

\* To be completed at the task order level, when applicable

C.6.0 DATA RIGHTS ASSERTION AND INTELLECTUAL PROPERTY

C.6.1 The contractor shall identify and assert any restrictions or limitations on the Government’s use,

release, or disclosure of technical data or computer software pertaining to the requirements of this PWS.

These assertions shall be included in any proposals, including responses to any technical directive

received from the Government.

The contractor shall comply with the Instructions Pertaining to Assertions

Regarding Data Rights and Intellectual Property as provided in Exhibit B of the TORP.

The contractor’s

assertions, including the assertions of its subcontractors or suppliers, shall be submitted with the proposal

to the Contracting Officer for review.

If no assertions are made, the contractor shall state “None,” sign,

and date.

C.6.2 Reporting "Subject Inv entions."

In accordance with DFARS 252.227 -7038 (large business) and

FAR 52.227 -11/DFARS 252.227 -7039 (small business and nonprofit), the contractor shall disclose and

report via DD Form 882 any "subject inventions" (as defined in the clauses) to the admin istrative

contracting officer/procuring contracting officer.

Additional instructions are provided in Exhibit C in

Section J of the basic contract.

Annual and final reports (including negative reports) are required of the

contractor and its subcontractors.

C.6.3 Proprietary Markings on Non -Technical Data .

The contractor shall notify the KO of any

deliverables/CDRLs that may contain non - “technical data” information (as defined in DFARS 252.227 -

7013(a)(15)) that the contractor intends to assert and mark as “proprietary.” The contractor shall identify

the specific information and provide justification for its “proprietary” claim.

The contractor and the KO

shall agree upon permitted uses and disclosure of such information and the contractor agrees to mark such

information with the following legend: “Proprietary – Special License: Use and disclosure is permitted

within the Government for Government Purposes (as defined in DFARS 252.227 -7013(a)(12)).

All other

use and disclosure requires a non -disclosure agreemen t.” Note: This also applies to the support

contractors.

C.7.0 MATERIALS / OTHER DIRECT COSTS (ODC) / PRODUCT OWNERSHIP.

All

hardware produced and equipment obtained by the contractor in the performance of this PWS shall

become the property of the Governme nt and shall be provided to USASMDC.

C.7.1 Material Costs .

There are no anticipated material costs associated with this TO.

C.7.2 ODCs .

The contractor shall purchase all material, equipment, hardware, software, etc.

required to

accomplish each TO unless the item is identified as GFP, GFS, GFE, or GFI.

Accountability shall be

maintained by the contractor until such property (both Contractor -Acquired Property [CAP] and GFP) is

delivered to the Government, or otherwise disposed of in accordance with Government direction.

The

CAP shall be disposed of per the KO or as directed by the Basic contract or TO.

Regardless of cost, all software End U ser License Agreements (EULAs), to include Open Source

Software (OSS), and vendor Terms and Conditions (T&Cs) must be submitted to the KO for review and

approval prior to the purchase being completed.

Regarding OSS: If the work to be accomplished is

unclas sified, the contractor must provide an analysis on how the Prime/Subcontractor and the Federal

Government will comply with the disclosure requirements in the software license; and if the work to be

accomplished is classified, the Federal Government believe s that the classification of this effort negates

all disclosure requirements in the public licenses and the contractor must confirm that this is the case.

The

Federal Government presumes that FAR clause 52.232 -39, Unenforceability of Unauthorized Obligatio ns,

excludes the Federal Government from any indemnity provisions in the EULAs or T&Cs.

All EULAs and

T&Cs must be governed by Federal Law.

The Contractor must review any ODC computer hardware and software purchases IAW the Army

Computer Hardware Enterpri se Software and Solutions (CHESS) Program.

If the item is applicable to

CHESS and can be purchased through a non -CHESS vendor, then the Contractor shall process an

Information Technology Approval System waiver.

C.8.0 SERVICE CONTRACT REPORTING .

The contra ctor shall provide details on how it will track

information for the Service Contract Report.

The contractor shall report ALL contractor labor hours

(including subcontractor labor hours) required for performance of services provided under this TO via a

secure data collection site.

The contractor is required to completely fill in all required data fields using the

following web address: https://www.sam.gov/.

Reporting inputs will be for the labor executed during the

period of performance during each Governmen t fiscal year, which runs October 1 through September 30.

While inputs may be reported any time during the fiscal year, all data shall be reported no later than

October 31 of each calendar year, beginning with 2022.

Contractors may direct questions pertain ing to the

website to the help desk at: https://www.sam.gov.

C.9.0 PERFORMANCE OBJECTIVES/METRICS.

This performance -based service TO incorporates

the performance objectives set forth in Performance Requirements Summary (PRS) matrix, Appendix B,

of this PWS.

The performance objectives in the PRS are derive from the Government’s Quality Assurance

Surveil lance Plan (QASP), which is for internal use only.

It is the contractor’s responsibility to employ the

necessary resources to ensure accomplishment of these objectives.

The Government’s assessment of the

contractor’s performance in achieving these objectiv es will utilize the performance standards, acceptable

quality levels, surveillance methods, and performance evaluation ratings described in the PRS matrix.

The

performance evaluation ratings will be implemented via the Government’s past performance assessm ent

conducted in accordance with FAR Part 42 of the Federal Acquisition Regulation (FAR), as applicable.

C.10 The contractor is responsible for ensuring adequate marking and security measures are in place to

prevent unauthorized access to electronic data.

The contractor is not authorized to provide copies of any

data on the CDRL to activities who are not specifically identified in the distribution block of the CDRL

without written Government approval from the contracting officer.

C.11.0 KEY PERSONNEL

C.12.1 Program Manager .

The Government has determined that the Program Manager is Key Personnel.

Prior to replacing personnel in this position during contract performance, the contractor shall provide the

Contracting Officer not less than thirty (30) days adv ance notice and shall submit justification (including

proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.

Section D. Packaging & Marking

D.1 Packing and marking of technical data and deliverables to be delivered pursuant to the requirements

of each individual task order shall be in accordance with Contractor's standard commercial practices.

Items shipped shall be marked in accordance with the instructions provided with each task order .

Section E. Inspection and Acceptance

E.1 Inspection and acceptance shall be performed by the Government at destination, unless specified

otherwise in individual task orders, via DD Fann 250, Material Inspection and Receiving Report.

The

contractor shall submit a final DD Form 250 upon completion of each task order.

Final acceptance of all

task orders shall be made by the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.246 -1 Contractor Inspection Requirements APR 1984

Section F. Deliveries or Performance

F.1 Place of Performance.

The primary place of performance for this contract shall be established by

individual task orders.

It is anticipated that most task order efforts, except those requiring access to

Government SAP and/or SCI facilities, shall be perfo rmed at the contractor's site (off -site).

Authority for

all G overnment -site (on -site) performance shall clearly be identified in awarded task orders.

CLAUSES INCORPORATED BY REFERENCE

52.247 -29 F.O.B.

Origin FEB 2006

52.247 -34 F.O.B.

Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211 -11 LIQUIDATED DAM AGES --SUPPLIES, SERVICES, OR RESEARCH AND

DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this

contract, the Contractor shall, in place of actual damages, pay to the Government li quidated damages

of \* to be determined at the task order level when applicable per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default --Fixed -Price Supply

and Service clause, the Contractor is liable for liquidated damages accruing until the Government

reasonably obtains delivery or performance of similar supplies or services.

These liquidated damages

are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be c harged with liquidated damages when the delay in delivery or performance

is beyond the control and without the fault or negligence of the Contractor as defined in the Default --

Fixed -Price Supply and Service clause in this contract.

\* To be completed at the task order level, when applicable 52.246 -2 Inspection Of Supplies --Fixed Price AUG 1996

52.246 -3 Inspection Of Supplies Cost -Reimbursement MAY 2001

52.246 -4 Inspection Of Services --Fixed Price AUG 1996

52.246 -5 Inspection Of Services Cost -Reimbursement APR 1984

52.246 -7 Inspection Of Research And Development Fixed Price AUG 1996

52.246 -8 Inspection Of Research And Development Cost Reimbursement MAY 2001

52.246 -13 Inspection --Dismantling, Demolition, or Removal of

Improvements AUG 1996

52.246 -15 Certificate of Conformance APR 1984

52.246 -16 Responsibility For Supplies APR 1984

252.246 -7000 Material Inspection And Receiving Report MAR 2008

F.2 Delivery Information .

Delivery requirements will be specified in each awarded task order.

F.3 Period of Performance.

This contract will consist of a base ordering period of one (1) year and two

(2) optional orderin g periods of two (2) years.

The period of performance for individual tasks shall be

specified in each awarded task order.

Task orders will typically be awarded with a performance period not

to exceed 60 months, but may contain options for additional period s of performance for continued support

a well as "surge" options to provide additional support within a given period.

Specific performance

periods, exercise periods, and other te rms and conditions associated with such options shall be specified in

each ind ividually awarded task order.

In no event shall any task order performance period, inclusive of all

options, extend past 36 months beyond the end of the effective ordering period within which the task

order is issued.

F.5 Delivery of Data:

a.

All data shall be delivered in accordance with the terms of each TO.

Unless otherwis e

specified in the TO, FAR 52.247 -34 F.O.B.

Destination shall apply to the delivery of data.

b.

Each TO will specify the deliverables and delivery requirements of the data to be furnished.

c. The contractor shall furnish the Contracting Officer one copy of al l transmittal letters

provided with each deliverable identified in each TO.

d. The e xtent of the Government's rights in data delivered or otherwise furnished under this

contract shall be governed by the special provisions and contract clauses incorporated

respectively in Section H and Section I of this contract as well as at t he TO level as

applicable.

e. Acceptance by the Government of all items delivered hereunder shall be at destination, unless

otherwise stated in the TO.

a.

Electronic media.

including e -mail, shall be used to the maximum extent practical.

The software and

report fo rmats used shall be as required by each TO.

Section G. Subcontract Administration

G.1 SUBCONTRACT ADMINISTRATION

a.

Administration of this Subcontract and all individual TOs will be performed by the Quantum

Contracts Manager, or her designated representative.

Subject personnel are the only authorized

Quantum representatives to negotiate and award Subcontracts, or make modifications such as changes

thereto.

Direction or changes by anyone other than the Contracts Manger or her designated

representative will not be binding on Quantum.

All correspondence shall be addressed to the following

and contain the Subcontract number and, if applicable, TO number.

b. Devin Crowe , Contracts Administrator is the primary point of contact for this Subcontract.

He can be

reached at 256 -971-1800, ext.

1261 , or via email at rcrowe@quantum -intl.com .

c. Additional Primary Representative is Amy McGuire , Program Control Analyst .

She can be reached at

256-971-1800, ext.

11 55, or via email at amcguire@quantum -intl.com .

d. Technical Direction will be provided by the Quantum Program Manager, Kevin McGovern .

He can be

reached at 256-971-1800, ext.

1266 , or via email at kevin.b.mcgovern2.ctr@army.mil

G.2 Incremental funding.

TO’s issued under this Subcontract may be incrementally funded in

accordance with FAR 52.232 - 22, Limitation of Funds, DFARS 252.232 -7007, Limitation of

Government’s Obligation, and/or appropriate legal authority.

Quantum will not be obligated to reimburse

the Subcontractor in excess of the amount allotted and funded to a specific contract line item on any given

TO, nor any amount in excess of the total obligated funding on any given TO.

The Subcontractor is not

required to incur costs beyond what has been funded Additionally, allotments of funds will become

available only by a modification to any given TO.

G.3 ACCOUNTING & APPROPRIATIONS.

TO’s issued under this Subcontract may be incrementally

funded in accordance with FAR 52.232 - 22, Limitation of Funds, DFARS 252.232 -7007, Limitation of

Government’s Obligation, and/or appropriate legal authority.

Quantum will not be obligated to reimburse

the Subcontractor in excess of the amount allotted and funded to a specific contract line item on any given

TO, nor an y amount in excess of the total obligated funding on any given TO.

The Subcontractor is not

required to incur costs beyond what has been funded Additionally, allotments of funds will become

available only by a modification to any given TO.

G.4 INVOICING P ROCEDURES.

Invoices are to be submitted via email to the Quantum Contracts

Administrator at rcrowe@quantum -intl.com and Quantum Program Control Analyst at

amcguire@quantum -intel.com no more than once monthly and no later than the 7th of each month.

Invoices, at a minimum should contain the following information:

1.

Subcontract/TO Number

2.

TO P eriod of Performance

3.

Period that is being invoiced

4.

Current and Cumulative Information

5.

Certification that the invoice is correct

6.

Supporting documentation shall be maintained for Government audit, if required.

7.

Invoices can be Subcontractor format

8.

Invoices must contain only one TO per invoice

G.5 PAYMENT PROCEDURES

a.

Payment terms are within 10 days after receipt of payment from the government.

b.

This clause applies to all TOs, no matter what the type.

c. Direct Deposit i s the preferred method of payment for invoices.

The Direct Deposit

Information form is located at Attachment 5.

If direct deposit is not selected, check will be

sent via USPS.

G.6 MILESTONE PAYMENTS AND PERFORMANCE BASED PAYMENTS

a.

Section I includes FAR 52.232 -31, Performance Based Payments.

TO’s may authorize

performance -based payments (when identified in the TO).

The performance -based payment

schedule will be negotiated and included in each awarded TO where performance based

payments are authorized.

b.

When authorized, milestone payments will be identified in each awarded TO.

Section H. Special Contract Requirements

H.1 TASK ORDER PROCEDURES

a.

The Subcontractor shall incur costs under this Subcontract only in the performance of properly

executed TOs and modifications to TOs issued by the Quantum Contracts Manager, in accordance

with these procedures.

No other expenditures are authorized without the express written consent of

the Quantum Contracts Manager.

b.

All TO’s are subject to the terms and conditions of the basic subcontract; additional terms and

conditions may be applicable to individual TO’s.

In the event of a conflict between a TO and the basic

subcontract, the basic subcontract will take precedence.

c. All services to be performed under this subcontract will be set forth in individual TO’s.

In urgent

situations, Quantum reserves the right to issue task orders on an undefinitized basis.

Any s uch

undefinitized order will be definitized in accordance with DFARS 252.217 -7027, Contract

Definitization.

d. TO’s will include as a minimum, (i) contract type (ii) a performance -based description of the

requirement to be performed, (iii) the required deliv ery dates or overall periods of performance,

(iv) list of Government -furnished property, (v) list of required deliverables, (vi) travel, other direct costs

(ODCs) and/or material costs authorized if applicable and (vii) place of performance.

Deliverables m ay

consist of but are not limited to equipment, prototypes, technical reports, studies, analyses, charts, reports,

briefing notes, tabulations, view graphs, computer software, materials, and presentations, as required by

individual TO’s.

The Subcontractor shall initiate task performance promptly upon the receipt of a fully

executed task order or as otherwise directed by the Quantum Contracts Manager at the time of award.

The

signed TO will incorporate all items agreed upon during TOP discussions and/or nego tiations.

e. Reserved

f. Reserved

g. Reserved

h. Task Order Cost Proposal Format, Submission Instructions, and Minimum Content Requirements:

Task Order Proposals submitted in response to issued TORPs shall be based on the subcontractor’s most

efficient and effect ive approach for accomplishing the task’s performance requirements in consideration

of any other requirements and/or constraints identified by the TORP.

All proposals shall be based on the

categories of labor identified in the Labor Category Descriptions a nd Minimum Requirements located at

Attachment 02 of this contract.

Additional labor categories or variations of these categories shall not be

proposed.

(Note: Subcontractor costs associated with the preparation, submission and/or negotiation of

any task or der proposal shall not be allowable as a direct charge to the Government.

For TORPs requiring

support of contingency operations/exercises in areas outside of the continental United States (OCONUS),

referred to as the theater of operations, proposed estimat ed labor cost rates may be increased to

incorporate allowances specified by the U.S. Department of State Standardized Regulations (DSSR).

The

amount and applicability of these allowances (e.g., danger pay and post differentials) shall be governed

by, and s hall not exceed the limitations of, the current DSSR at the time of task order award.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

See

“Additional OCONUS Deployment Clauses” for additional information.

Problem Category: Insurance

Common Problems: Additional Insured

Preferred Language: []

Why: . Auburn University is a public university supported (in-part) with State of Alabama funds. As a matter of public policy, state agencies are prohibited from pledging the assets of the State.  Thus, we cannot create a liability for the State by agreeing to indemnify and waive/release lability for an outside party.

1st response to Sponsor: Risk Management

Confidence: 0.33609692727625756

[END POTENTIAL PROBLEMATIC LANGUAGE]

For all such rates proposed, the

contractor shall fully delineate the proper application of these a llowances.

All such rates shall be

proposed, evaluated and negotiated on a task order -by-task order basis.

The Contracting Officer may

require a sealed proprietary package be submitted to the government to evaluate these proposed cost.

The contractor shal l propose on -site (Government Site) rates and off -site (Contractor Site) rates in

accordance with the Government’s anticipated allocation of performance set forth in individual TORPs.

All proposals shall utilize the categories of labor identified in the D3I Labor Category Descriptions and

Minimum Requirements at Attachment 02.

Additional labor categories or variations of these categories

shall not be proposed.

i.

Reserved

j.

Reserved

k. Reserved

l. Task Order Options: Pursuant to the clause at F AR 52.217 -9, Option to Extend the Term of the

Contract, TORPs and resulting task orders issued under this contract may include options to provide

additional periods of support and/or “surge” options to provide additional support within a task

order’s given performance period.

1.

TORPs and resulting task orders containing options shall specify the effort to be performed by the

option, the quantities of DPPH to be performed under the option (Term options only), the performance

period(s) in which the option(s) w ill be performed, and the time period in which the option(s) may be

exercised by the Government.

2.

Estimated costs/proposed prices for all options shall be developed in accordance with the procedures

described in subparagraph l above.

The Government may uni laterally exercise task order options at its

discretion, at the awarded quantities and costs/prices and within the exercise periods specified in the

task order.

All option exercises shall be executed by written modification to the task order.

3.

Surge option s may be prices and will be addressed in each individual TORFP.

m. Reserved

H2 SUBCONTRACTOR TRAVEL

a.

Temporary Duty (TDY)/non -local travel may be required in performance of individual TOs

issued under this Subcontract.

Specific travel requirements will be identified and funded as

such need arises.

The Subcontractor has no authority to incur travel costs w ithout explicit

written approval from the COR through the Quantum Contracts Manager.

Under no

circumstance shall Subcontractor incur travel costs in excess of the funded amount stated in

the TO.

b.

Reimbursement for direct travel, subsistence, and lodging costs and applicable indirect rates

shall be paid to the Subcontractor to the extent that such costs are necessary and incurred in

the performance of specific TOs awarded under this Subcontract.

Fee or profit on travel

expenses is not an allowable reimbursement.

Direct travel costs shall be limited to the

maximum rates set forth in the following regulations (See FAR 31.205 -46 for additional

information regarding travel costs):

(1) Federal Travel Regulations (in effect at the time of travel) prescribed b y the General

Services Administration for travel in the contiguous 48 United States;

(2) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by

the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto

Rico, and the territories and possessions of the United States;

(3) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925,

“Maximum Travel Per Diem Allowances in Foreign Areas” prescribed by the Department

of State, for travel in areas not covered in (a) and (b) above.

c. Quantum will reimburse the Subcontractor for actual transportation fare, limited to “coach”

rates unless prior approval of the Quantum Contracts Manager is provided, via the most

direct routes between place of origin and destination.

Cost for delays enroute (excluding

Government caused delays, unavoidable airline schedule delays, and major acts of nature

causing an unavoidable delay) will not be reimbursed.

Per diem will be paid at Joint Travel

Regulation (JTR) rates.

To t he extent available, suitable Government quarters, messing, and

surface transportation facilities may be used.

d. When travel is required, the following requirements shall be followed:

(1) Subcontractors will schedule flights at least 14 days in advance for known meetings in

order to reduce airfare costs.

"Emergency" meeting fares will be approved by the COR

through Quantum prior to departure.

(2) Subcontractors will not send more than 2 employe es or consultants to any meeting, unless

advance written approval is obtained from the COR through Quantum.

(3) All overseas travel will be booked 30 days in advance, and will be approved by the COR

through Quantum prior to the booking.

(4) All car rentals will be economy cars.

Quantum may authorize larger vehicles upon receipt

of a justified request (based upon the number of travelers and equipment being carried).

All requests will be in advance and submitted through the Quantum Contracts Manager.

(5) Air fare will not be authorized for trips less than 200 miles from a home station.

(6) Subcontractors are encouraged to negotiate "preferred traveler" arrangements with US flag

carriers.

(7) Subcontractor’s traveling into Theatres of Operation must travel by mil-air unless

otherwise authorized by the COR through Quantum’s Contract Manager.

(8) Subcontractors are encouraged to take advantage of any discounts (e.g.

AAA, Government

Rates when available, Corporate Rates) when permitted.

(9) Video Teleconferences shall be used to the greatest extent possible.

(10)Requests for travel on other than “coach” rates shall be submitted to the Quantum

Contracts Manager for submittal to the COR prior to execution of such travel.

e. Quantum will not reimburse the Subcontractor or otherwise pay for commercial

transportation, lodging, meals, or incidental ex penses associated with local travel.

Local

travel is defined as travel within the area of a 50 mile radius of the primary place of

performance.

However, subject to the approval by the Contracting Officer through Quantum

Contracts Manager, on a case-by- case basis, Subcontractor personnel may be authorized

reimbursement or payment for the use of privately -owned vehicles (POV) in the direct

performance of TO requirements.

Such reimbursement or payment, if authorized, shall be

limited to the curren t government POV mileage rate.

In no event shall POV expenditures be

claimed or paid for Subcontractor travel to and from the employee’s duty location/principle

place of performance.

f. Invitational Travel Orders will NOT be issued by the Government for Subco ntractor travel.

g. Certain TOs may require the temporary deployment of contractor personnel to Outside the

Continental United States (OCONUS) locations.

It is the Subcontractor’s full responsibility to

obtain all passports, visas, or other documentation necessary to enter and/or exit any area; to

verify and comply with all Status of Forces Agreement (SOFA), or Technical Expert Status

Accreditation (TESA) requirement; to register all personnel with the appropriate U.S. Embassy

or Consulate; a nd to comply with all other mandated requirements.

H3 KEY PERSONNEL

a.

The Subcontractor's organization shall be established with authority to effectively accomplish

the objectives of the Task Order (TO) award.

This organization shall become effective upon

award of the Subcontract and its integrity shall be maintained for the duration of the

Subcontract effort.

b.

Key Personnel positions will be identified at the Task Order level.

c. Prior to replacing any key personnel, the contractor shall provide the Quantum Contracts

Manager with not less than twenty (20) days advance notice and shall submit justification

(including proposed substitutions) in sufficient detail to permit evaluation of the impact on the

program.

No replacement shall be made by the Subcontractor without the written consent of

the Quantum Contracts Manager .

H4 ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions:

"Organizational Conflict of Interest" means that because of other activities or relationships with

other persons, a person is unable or potentially unable to render impartial assistance or advice to

the Government, or the person's objectivity in performing the contract work is or might be

otherwise impaired, or a person has an unfair competitive advantage.

"P erson" as used herein

includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements, and other business

enterprises.

The term "contractor" as used in this clause, includes any person, firm or corporation which has a

majority or controlling interest in the contractor or in any parent corporation thereof, any person,

firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation

thereof) has a majority or controlling interest.

The term also includes the corporate officers of the

contractor, those of any corporation which has a majority or controlling interest in the contractor,

and those of any corporation in which the contractor (or any parent or subsidiary corporation

thereof) has a majority or controlling interest.

All references to the “contractor” as contained

in this clause shall apply with equal force to all of these included.

"Contract" and "Task Order" shall be used as applicable to the level at which this clause is being

invoked.

b.

Impact on Future Agency Contracts and TOs:

The following examples illustrate situations in which questions concerning organizational conflicts

of interest may arise.

They are not all inclusive, but are intended to help the Contracting Officer

apply general guidance to individual contract and TO situations:

1.

Unequal access to information.

Access to "nonpublic information" as part of the performance of

a TO provided under the contract or work performed under a separate government contract

could provide the contractor a competitive advantage in a later competition.

Such an advantage

could easily be perceived as unfair by a competing vendor who is not given similar access to the

relevant information.

If the requirements of the government procurement anticipate the

successful vendor may have access to nonpublic information, the successful vendor should be

required to submit and negotiate an acceptable mitigation plan.

Alternati vely, the "nonpublic

information" may be provided to all vendors.

2.

Biased ground rules.

A contractor, in the course of performance under a TO or contract, has in

some fashion established important "ground rules" for another requirement, where the same

contractor may be a competitor.

For example, a contractor may have drafted the statement of

work, specifications, or evaluation criteria of a future procurement.

The primary concern of the

government in this case is that a contractor so situated could slant ke y aspects of procurement in

its own favor, to the unfair disadvantage of competing vendors.

If the requirements of the

government procurement anticipate the contractor may have been in a position to establish

important ground rules, including but not limited to those described herein, the contractor should

be required to submit and negotiate an acceptable mitigation plan.

3.

Impaired objectivity.

A contractor in the course of performance of a TO or contract, is placed in

a situation of providing assessme nt and evaluation findings over itself, or another business

division, or subsidiary of the same corporation, or other entity with which it has a significant

financial relationship.

The concern in this case is that the contractor's ability to render imparti al

advice to the government could appear to be undermined by the contractor's financial or other

business relationship to the entity whose work product is being assessed or evaluated.

In these

situations, a "walling off" of lines of communication may well be insufficient to remove the

perception that the objectivity of the contractor has been tainted.

If the requirements of the

government procurement indicate that the successful vendor may be in a position to

provide evaluations and assessments of itself or corporate siblings, or other entity with which it

has a significant financial relationship, the affected contractor should provide a mitigation plan

that includes recusal by the vendor from the affected contract work.

Such recusal might include

divestiture of the work to a third party vendor.

In order to prevent a future OCI resulting from

potential bias, unfair competitive advantage, or impaired objectivity, the contractor shall be

subject to the following restrictions:

1.

The contractor shall be excluded from competition for, or award of any Government contracts as

to which, in the course of performance of this contract, the contractor has received advance

procurement information before such information has been made generally available to other

persons or firms unless mitigation measures are put in place, to avoid, neutralize, or mitigate an

OCI.

2.

The contractor shall be excluded from competition for, or award of any Government contract

for which the contractor actually assists in the development of the screening information request

(SIR), specifications or statements of work unless mitigation measures are put in place to avoid,

neutralize or mitigate an OCI.

3.

The contractor shall be excluded from competition for or award of any Government contract

which calls for the evaluation of system requirements, system definitions, or other products

developed by the contractor under this contract or resulting TOs unless mitigation measures are

put in place to avoid, neutralize or mitigate a nd OCI.

4.

The contractor shall be excluded from competition for, or award of any Government contract

which calls for the construction or fabrication of any system, equipment, hardware, and/or

software for which the contractor participated in the development of requirements or definitions

pursuant to this contract or resulting TO unless mitigation measures are put in place to avoid,

neutralize or mitigate and OCI.

This clause shall not exclude the contractor from performing work under any amendmen t or

modification to this contract or from competing for award for any future contract for work that is

the same or similar to work performed under this contract.

This clause shall have effect throughout

the period of performance of this contract (and any applicable task order performance period that

exceeds the basic contract ordering period), any extensions thereto by change order or supplemental

agreement, and for three (3) years thereafter.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best

interest of the Government.

The exclusions contained in this clause shall apply for the duration of

this contract and for three (3) years after completion and acceptance of all work performed

hereunder.

If any provision of this clause excludes the contractor from competition for, or award of any

contract, the contractor shall not be permitte d to serve as a subcontractor, at any tier, on such

contract.

This clause shall be incorporated into any subcontracts or consultant agreements awarded

under this contract unless the Contracting Officer determines otherwise.

c. Affirmative Duties and Responsibilities for Government Contractors:

The contractor warrants that to the best of its knowledge and belief, and except as otherwise set

forth in the contract, the contractor does not have any organizational conflict of interest(s) as

defined in par agraph a. above.

The contractor agrees that, if after award, it discovers an actual or

potential organizational conflict of interest at the contract level it shall make immediate and full

disclosure in writing to the Contracting Officer.

Changes in the con tractor's relationships due to

mergers, consolidations or any unanticipated circumstances may create an unacceptable

organizational conflict of interest which would necessitate such disclosure.

The notification shall

include a description of the actual or potential organizational conflict of interest, a description of

the action that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the

conflict, and any other relevant information that would assist the Contracting Officer in making a

determination on this matter.

The contractor, upon identification of a potential conflict, shall submit requests to participate in the

TO for written approval on a TO-by-TO basis, unless the contractor is aware of multiple TOs that

may create the appearance of a conflict, or be an actual conflict.

In the case of the later, the

contractor shall notify the Contracting Officer as soon as the conflicts/apparent conflicts have been

identified.

This provision shall be in effect th roughout the period of performance of this contract,

any extensions thereto by change order or supplemental agreement, and for three years thereafter.

The contractor shall permit a Government audit of internal OCI mitigation procedures for

verification pu rposes.

The Government reserves the right to reject a mitigation plan, if in the

opinion of the Contracting Officer, such a plan is not in the best interests of the Government.

The contractor shall hold the government harmless and will freely indemnify the Government as to

any cost/loss resulting from the unauthorized use or disclosure of any third -party proprietary

information by its employees, the employees of subcontractors, or by its agents.

The Contracting Officer's decision as to the existence or nonexistence of an actual or potential

organizational conflict of interest shall be final.

The contractor shall include the same provisions

as are expressed in this clause, including this paragraph, in all subcontracts awarded for

performance of any portion of this requirement.

This restriction is applicable throughout the

period of performance of the subcontract, and any extensions thereof by change order or

supplemental agreement, and for three years thereafter.

When the provisions of this claus e are

included in a subcontract, the term "Contracting Officer" shall represent the head of the contracts

office of the prime contract.

Any deviations or less restrictive coverage deemed necessary or

required by the prime contractor for a particular subcon tract must first be submitted to the

Contracting Officer for approval.

Subcontract restrictions will be limited to the technical area(s)

addressed in the specific statements of work in the subcontractor’s given task orders.

d. Compliance:

Compliance with this OCI requirement is a material obligation of this contract.

The rights and

remedies described herein shall not be exclusive and are in addition to other rights and remedies

provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

If

the contractor takes any action prohibited by this requirement or fails to take action required by

this requirement, the Government may terminate this contract for default.

For breach of any of the

restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts

required to be disclosed concerning this contract, the government reserves the right to terminate

this contract for default, disqualify the contractor for subsequent related contractual efforts, and to

pursue such other remedies as may be available under law.

If in compliance with this clause, the

contractor discovers and promptly reports an organizational conflict of interest subsequent to

contract award, the Contracting Officer may choose to terminate this contract for convenience of

the Government, when such termination is deemed to be in the best interest of the Government.

OCI AT THE TASK ORDER LEVEL

a. OCI / Advisory and Assistance Services Possibilities.

It is recognized by the parties hereto that some of the services identified in the PWS may include

(1) incidental advisory and assistance services (2) technical evaluation of other contractor’s

products and services; (3) surveillance of other contractor’s services and work products; and, (4)

access to other contractors’ proprietary information.

Such activities create a significant potential

for certain conflicts of interest, as set forth in FAR 9.505 -1, FAR 9.505 -2, FAR 9.505 -3, and FAR

9.505 -4.

It is the intention of the parties that the contractor will not engage in any other contractual or other

activities which could create an organizational conflict of interest with its position under this

contract; which might impair its ability to render unbiased advice and recommendations; or, in

which it may derive an unfair competitive advantage as a result of knowledge, information, and

experience gained during the performance of this contract.

Therefore, the contractor agrees that it

will seek the prior written approval of the Contracting Officer before participating in any TO that

may involve such a conflict.

The contractor agrees that it shall not release, disclose, or use in any

way that would permit or result in disclosure to any party outside the government any information

provided to the contractor by the Government during or as a result of performance of this TO.

Such information includes, but is not limited to, information submitted to the Government on a

confidential basis by other persons.

Further, the prohibition against release of GFI extends to

cover such information whether or not in its original form, where the information has been

included in contractor generated work, or where it is discernible from materials incorporating or

based upon such information.

This prohibition shall not expire after a given period of time.

Whenever performance of this contract requires access to another contractor’s proprietary

information, the contractor shall (1) enter into a written agreement wi th the other entities involved,

as appropriate, in order to protect such proprietary information from unauthorized use or disclosure

for as long as it remains proprietary; and (2) refrain from using such proprietary information other

than as agreed to, for example; to provide assistance during technical evaluation of other

contractors' offers or products under this contract.

An executed copy of all proprietary information

agreements by individual personnel or on a corporate basis shall be furnished to th e TO

Contracting Officer within fifteen (15) calendar days of execution.

The contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to

evaluate or advise the Government concerning its own products or activities or thos e of a

competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect

the Government's interest.

In the event that a TO is issued to the contractor that would require

activity that would create a potential conflict of in terest, the contractor shall:

1.

Notify the Contracting Officer of a potential conflict

2.

Recommend to the Government an alternate tasking approach which would avoid the potential

conflict, or,

3.

Present for approval a conflict of interest mitigation plan that will:

4.

Describe in detail the TO requirement that creates the potential conflict of interest; and,

5.

Outline in detail the actions to be taken by the contractor or the Government in the

performance of the task to mitigate the conflict, division of subcontractor effort, and limited

access to information, or other acceptable means.

6.

The contractor shall not commence work on a TO related to a potential conflict of interest

until specifically notified by the Contracting Officer to proceed

7.

If the Contracting Officer determines that it is in the best interest of the Government to issue a

TO, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance

with FAR 9.503

8.

Conflicts Of Interest Compliance Plan: In the event that a waiver is requested, the Contractor

shall submit with the waiver request a Conflicts of Interest (COI) Compliance Plan to the

Contracting Officer for approval.

The COI Compliance Plan shall address the Contractor's

approach for adhering to the Section H. Organizational Conflicts of Interest (OCI) and describe

its procedures for aggressively self -identifying and resolving both organizational and employee

conflicts of interest.

The overall purpose of the COI Compliance Plan is to demonstrate how the

Contractor will assure that its operations meet the highest standards of ethical conduct, and how

its assistance and advice are impartial and objective.

The COI Compliance Plan shall specifically

address:

9.

How the Contractor will protect confidential, proprietary, or sensitive information;

10.

Preventing the existence of conflicting roles that might bias a contractor’s judgment; and,

11.

Preventing an unfair competitive advantage.

Contractors are invited to review FAR 9.5 “Organizational and Consultant Conflicts of Interest

(OCI).

“ Particular attention is directed to from FAR 9.505 -1 thru FAR 9.505 -4.

b. Avoidance of OCI.

The policy of the government is to avoid contracting with contractors who have unacceptable

organizational conflicts of interest.

It is not the intent of the government to foreclose a vendor from a competitive acquisition due to a

perceived OCI.

The Contracting Officers are fully empowered to evaluate each potential OCI

scenario based upon the applicable facts and circumstances.

The final determination of such action

may be negotiated between the impaired vendor and the Contrac ting Officer.

The Contracting

Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI

scenarios should not adversely affect the government’s policy for competition.

The government is

committed to working with poten tial vendors to eliminate or mitigate actual and perceived OCI

situations, without detriment to the integrity of the competitive process, the mission of the

government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns.

These examples in which OCI issues may arise are not all inclusive, but are intended only to help

the TO Contracting Officer apply general guidance to individual contract and TO situations.

1.

Unequal Access to Information.

Access to "nonpublic in formation" as part of the

performance of a government TO could provide the contractor a competitive advantage in

a later competition for another government contract.

Such an advantage could easily be

perceived as unfair by a competing vendor who is not given similar access to the relevant

information.

If the requirements of the government procurement anticipate the successful

vendor may have access to nonpublic information, all vendors should be required to

submit and negotiate an acceptable mitigation p lan.

2.

Biased Ground Rules.

A contractor, in the course of performance of a Government

contract, has in some fashion established a "ground rules" for another Government

contract, where the same contractor may be a competitor.

For example, a contractor may

have drafted the statement of work, specifications, or evaluations criteria of future

government procurements.

The primary concern of the government in this case is that a

contractor so situated could slant key aspects of a procurement in its own favor, to the

unfair disadvantage of competing vendors.

If the requirements of the Government

procurement anticipate the successful vendor may be in a position to establish important

ground rules, including but not limited to those described herein, the successful vendor

should be required to submit and negotiate an acceptable mitigation plan.

3.

Impaired objectivity.

A contractor in the course of performance of a Government

contract, is placed in a situation of providing assessment and evaluation findings over

itself, or another business division, or subsidiary of the same corporation, or other entity

with which it has a significant financial relationship.

The concern in this case is that the

contractor's ability to render impartial advice to the government could appear to be

undermined by the contractor's financial or other business relationship to the entity whose

work product is being assessed or evaluated.

In these situations, a "walling off" of lines

of communication may well be insufficient to remove t he perception that the objectivity

of the contractor has been tainted.

If the requirements of the government procurement

indicate that the successful vendor may be in a position to provide evaluations and

assessments of itself or corporate siblings, or oth er entity with which it has a significant

financial relationship, the affected contractor should provide a mitigation plan that

includes recusal by the vendor from the affected contract work.

Such recusal might

include divestiture of the work to a third pa rty vendor.

d. Mitigation plans.

The successful contractor will be required to permit a government audit of internal OCI mitigation

procedures for verification purposes.

The Government reserves the right to reject a mitigation plan,

if in the opinion of the Contracting Officer, such a plan is not in the best interests of the

Government.

Additionally, after award the Government will review and audit OCI mitigation

plans as needed, in the event of changes in the vendo r community due to mergers, consolidations,

or any unanticipated circumstances that may create an unacceptable organizational

H5 COOPERATIVE -EDUCATION AND INTERN PROGRAMS

a. Definitions for this clause:

Co-Op Program: a partnership among the student, educational institution, and employer, with

specified responsibilities structured for each party by the educational institution.

Intern Program: based on a company policy pertaining to the hiring and management of interns, the

contractor presents a hands -on learning experience to qualified College/University candidates in a

supportive, mentoring environment.

b.

Responsibilities: Under either a Co-Op Program or an Intern Program, the College/University

teaches basic facts, theories, and principles while the employer provides the opportunity for a

student to apply these facts, theories, and principles to practical work situations and problems.

The subcontractor provides the student with assignments of increasing challenge and

responsibilit y.

The subcontractor evaluates the work of the student and discusses the results with

him or her.

The subcontractor is responsible for supervising the work of the student.

c. Billing: The subcontractor is authorized to establish a Co -Op and/or Intern Program for

performing work under this contract.

The contractor is authorized to bill the government for Co-

Op and/or Interns based on class standing as follows (NOTE: The entry -level category is Level I

of the appropriate D3I labor category.

):

Freshmen: Not more than 50% of the applicable entry -level estimated labor cost rate.

Sophomore: Not more than 60% of the applicable entry -level estimated labor cost rate.

Junior: Not more than 70% of the applicable entry -level estimated labor cost rate.

Senior: Not more than 80% of the applicable entry -level estimated labor cost rate.

Increases in the percentage billed to the Government are not authorized until enough course work is

completed to move the student to the next class standing.

d. Approval Process: Prior to hiring an Intern and/or Co -Op to perform work under a task order,

the subcontractor shall obtain written concurrence from the prime Contracting Officer.

The

Contracting Officer will consider the level requested, and will also consider the overall mix of

levels proposed to ensure a balanced approach to supporting this program.

H6 WOUNDED WARRIOR PROGRAM SUPPORT

a.

The US Army SMDC/ARSTRAT strongly endorses the Army’s Wounded Warrior Program

and encourages the prime contractor and all subcontractors to emphasize the employment of

America’s wounded warriors in performance of this contract.

A wounded warrior is defined as

an individual that suffers from injuries or illnesses incurred in the line of duty after September

10, 2001, in support of Overseas Contingency Operations since 9/11, and have received or

expect to receive an Army Physical Disability Evaluation System rating of 30% or greater in

one or more specific categories:

1 Blindness/Loss of Vision; 1

Deafness/Hearing Loss;

1 Fatal/Incurable Disease; 1

Loss of Limb;

1 Permanent Disfigurement;

1 Post Traumatic Stress Disorder; 1

Severe Burns;

1 Spinal Cord Injury/Paralysis; 1

Traumatic Brain Injury; and/or

1 Any other condition requiring extensive hospitalizations or multiple surgeries

OR, is an individual that has received an Army Physical Disability Evaluation System combined

rating equal to or greater than 50% for any other combat or combat related conditions.

H7 PROGRAM STATUS REVIEWS

Quantum will be required to present Program Status Review annually with the government.

It may

be necessary for the Subcontractor to provide inputs or be in attendance of the meeting.

Quantum will make requests for information or attendance as timely as allowed, based on

government schedule.

H8 RESERVED

H9 RESERVED

H10 COMPLETION NOTICE

Within 15 days of physical completion of each TO issued under this Subcontract, the Subcontractor

shall submit a notice of completion to the Quantum Contracts Manager specifying the following

information:

a.

Contract and TO number;

b.

Identification of any “known” excess funding, by CLIN/SLIN, available for immediate

deobligation;

c. A statement regarding delivery status of all required deliverables and reports;

d. A statement regarding disposition status of all government -furnished and subcontractor -

acquired property;

e. Delineation of actual DPPH expenditures by labor category.

H11 RESERVED

H12 PATENTS - REPORTING OF INVENTIONS

The contractor shall include the clause at DFARS 252.227 -7039 in all subcontracts with small

businesses and non -profit organizations, regardless of tier, for experimental, developmental, or

research work.

H13 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION

a.

The following terms applicable to this clause are defined as follows:

1.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Technical Document: Any recorded information that conveys scientific and technical

information or technical data.

Problem Category: Use of Name

Common Problems: Acceptance of this Grant shall be deemed consent of the Grantee Institution to the publication of information, including the title of the project, the name and institutional affiliation of the Principal Investigator, the amount of the award and the non-technical project summary. The non-technical summary shall not contain confidential information.

Preferred Language: ["The parties will not use the name of the other or the other's Project staff in any publicity, advertising, or new release without the prior written consent of the other. Sponsor will not state or imply that Auburn has tested or approved any product or process. Auburn shall be free to announce receipt of funding in routine campus announcements."]

Why: "including" and the other part in red infers that additional information can be published

1st response to Sponsor: change "including" to "consisting of" and delete the other portion. Also add the above

Confidence: 0.24776004476973737

[END POTENTIAL PROBLEMATIC LANGUAGE]

2.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Scientific and Technical Information.

Problem Category: Use of Name

Common Problems: Acceptance of this Grant shall be deemed consent of the Grantee Institution to the publication of information, including the title of the project, the name and institutional affiliation of the Principal Investigator, the amount of the award and the non-technical project summary. The non-technical summary shall not contain confidential information.

Preferred Language: ["The parties will not use the name of the other or the other's Project staff in any publicity, advertising, or new release without the prior written consent of the other. Sponsor will not state or imply that Auburn has tested or approved any product or process. Auburn shall be free to announce receipt of funding in routine campus announcements."]

Why: "including" and the other part in red infers that additional information can be published

1st response to Sponsor: change "including" to "consisting of" and delete the other portion. Also add the above

Confidence: 0.23773923857522392

[END POTENTIAL PROBLEMATIC LANGUAGE]

Communicable knowledge or information

resulting from or pertaining to conducting and managing a scientific or engineering

research effort.

3.

Technical Data.

Recorded information related to experimental, dev elopmental, or

engineering works that can be used to define an engineering or manufacturing process or

to design, procure, produce, support, maintain, operate, repair, or overhaul material.

The

data may be graphic or pictorial delineations in media such as drawings or photographs,

text in specifications or related performance or design type documents, or computer

printouts.

Examples of technical data include research and engineering data, engineering

drawings, and associated lists, specifications, st andards, process sheets, manuals,

technical reports, catalog -item identifications, and related information and computer

software documentation.

b.

Except as may otherwise be set forth in the Contract Data Requirements List (CDRL),

DD Form 1423, (1) the distribution of any technical document prepared under this contract, in any

stage of development or completion, is prohibited without the approval of the Contracting Officer

and (2) all technical documents prepared under this contract shall initially be ma rked with the

following distribution statement, warning, and destruction notice:

1.

DISTRIBUTION STATEMENT F - Further dissemination only as directed by SMDC -

IO-P or higher DOD authority.

2.

WARNING - This document contains technical data whose export is restricted by the

Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.)

or the Export

Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq.

Violation of

these export laws are subject to severe criminal penalties.

Disseminate in accordance with

provisions of DOD Directive 5230.25.

3.

DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD

5220.22 -M, National Industrial Security Program Operating Manual (NISPOM), Chapter

5, Section 7, or DOD 5200.1 -R, Information Security Program Regulation, Chapter IX.

For unclassified, limited documents, destroy by any method that will prevent disclosure

of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical d ocuments, the Government

will determine if a distribution statement less restrictive than the statement specified above

would provide adequate protection.

If so, the Government's approval/comments will provide

specific instructions on the distribution stat ement to be marked on the final technical

documents before primary distribution.

H14 CRITICAL PROGRAM INFORMATION

The Subcontractor shall assist the Prime and the Government in the identification of any inherited and

new Critical Program Information (CPI).

The Subcontractor shall implement security measures, as

directed by the Government through Quantum, for any identified CPI to prevent unauthorized

disclosure.

Critical Program Information, as defined in DoD Instruction 5200.39, Critical Program

Information (CPI) Protection Within the Department of Defense, are elements or components of a

research, development, and acquisition (RDA) program that, if compromised, could cause significant

degradation in mission effectiveness; shorten the expected combat - effective life of the system;

reduce technological advantage; significantly alter program direction;

or enable an adversary to defeat, counter, copy, or reverse engineer the technology or capability.

The

Subcontractor will be subject to internal and external audits of the implementation of security

measures for handling CPI and will provide audit results to the U.S. Army Space and Missile Defense

Command/Army Forces Strategic Command (USASMDC/ARSTRAT) upon request.

The

requirements of this clause applies at the TO level.

H15 PUBLIC RELEASE OF INFORMATION

a.

In accordance with DFARS 252.204 -7000, Disclosure of Information, the Subcontractor shall

not release to anyone outside the Subcontractor's organization any unclassified information,

regardless of medium (e.g., film, tape, document), pertaining to any part of this Subcontract or

any program related to this Subcontract, unless the Subcontractor has written approval or the

information is otherwise in the public domain before the date of release.

b.

Requests for approval shall identify the specific information to be released, the med ium to be

used, and the purpose for the release.

The contractor shall submit its request to the Quantum

Contracts Manager specified in the Subcontract/TO, at least 60 days before the proposed date

for release.

All material to be cleared shall be sent by certified mail/return receipt requested to:

Quantum Research International, Inc.

ATTN: Cynthia Pack

991 Discovery Drive

Huntsville, AL 35806

c. The Subcontractor agrees to include a similar requirement in each authorized 2nd tier subcontract

under this Subcontract.

Subcontractors shall submit requests for authorization to release

through the prime contractor.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

H16 MINIMUM INSURANCE LIABILITY

SUBCONTRACTOR IS TO MAINTAIN SELF -INSURANCE COVERAGE

THROUGHOUT THE DURATION OF THE PERIOD OF CONTRACT PERFORMANCE.

Problem Category: Insurance

Common Problems: Statement of Self-Insurance

Preferred Language: []

Why: None

1st response to Sponsor: Risk Management

Confidence: 0.3024250771231821

[END POTENTIAL PROBLEMATIC LANGUAGE]

H17 INDEMNITY

Subcontractor will not use any infringing patented or copyrighted material relating to the work, to

the best of its knowledge.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

H18 DISPUTES

This subcontract shall be enforced and interpreted by the laws of the state of Alabama.

Problem Category: Insurance

Common Problems: Workers' Compensation Laws of Alabama

Preferred Language: []

Why: Auburn University is exempt from the Workers’ Compensation laws of Alabama; however, Auburn does have in place an on-the-job injury program that conforms to the statutory limits of the Work Comp statute.

1st response to Sponsor: Auburn University maintains an on the job injury program that conforms to the statutory limits of the Workers' Compensation law

Confidence: 0.20608363501393823

[END POTENTIAL PROBLEMATIC LANGUAGE]

All claims,

disputes, or controversies shall be decided as follows:

a.

GOOD FAITH NEGOTIATIONS.

If any dispute arises under this agreement that is not settled

in the ordinary course of business, the parties shall seek to resolve any such dispute between

them, first, by negotiating promptly with each other in good faith in face-to-face negotiations,

including elevating to higher levels of management within the respective companies.

If the

parties are unable to resolve the dispute within 20 business days (or such period as the parties

shall otherwise agree) through these face -to-face negotiations, then either party may

commence legal action in court.

b.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

EXCLUDED CLAUSES.

Problem Category: Warranties

Common Problems: Best Effort Clauses

Preferred Language: ['AUBURN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. AUBURN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO STUDY DATA, RESULTS, INVENTIONS, COPYRIGHTABLE WORKS, TANGIBLE RESEARCH PROPERTY, OR OTHER RESEARCH RESULTS PROVIDED BY AUBURN.\n']

Why: Clauses requiring “best efforts” leave the University open to non-payment or claims of reimbursement for dissatisfied clients. “Best efforts” is a vague concept best avoided. If it cannot be negotiated out of the contract completely, it should at least be changed to “reasonable efforts” or “good faith efforts.”

1st response to Sponsor: “best efforts” should be changed to “reasonable efforts” or “good faith efforts”

Confidence: 0.2605556710562624

[END POTENTIAL PROBLEMATIC LANGUAGE]

If the only dispute relates to unpaid fees, costs, or other charges,

the party owed the money may commence legal action in court for outstanding monies due

under this Agreement.

c. BINDING ALTERNATIVE DISPUTE RESOLUTION.

Any remaining dispute under this

Agreement shall be resolved by using alternative dispute resolution (ADR) procedures, which

can hopefully avoid or reduce the acrimony resulting from adversarial litigation.

If the efforts

through face-to-face negotiations in the above paragraph, above, are not successful, the parties

will initiate a mini-trial (ADR) process with selection of a neutral advisor.

The neutral advisor

will introduce an impartial opinion approximately 10 business days after completion of the

mini-trial.

Throughout the ADR process, the neutral advisor will provide an element of

mediation wit h the goal of having the parties resolve the dispute without the issuance of the

impartial opinion.

However, if agreement is not reached by the parties, the impartial opinion

rendered by the neutral advisor will be binding and judgment upon that opinion may be entered

in any court having jurisdiction thereof.

The parties may elect to use an arbitration/mediation

service that specializes in timely ADR.

All expense, such as the cost of the neutral advisor or

the hearing facility will be shared equally.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

H19 ASSIGNMENTS

Neither party shall have the right to assign or otherwise transfer its rights or obligations under this

Agreement, in whole or in part without the prior written consent of the other party, but such consent

will not be unreasonably withheld.

Problem Category: Assignment

Common Problems: UNIVERSITY shall not be entitled to assign or otherwise transfer its rights and/or obligations under this Agreement in whole or in part to any third party without the prior written consent of SPONSOR.

Preferred Language: ['Neither party may assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.']

Why: would not allow us to hire consultants, vendors, or issue subawards without prior approval

1st response to Sponsor: have it struck

Confidence: 0.591117505737706

[END POTENTIAL PROBLEMATIC LANGUAGE]

H20 SEVERABILITY

If any provision of this Subcontract is or becomes void or unenforceable by force or operation of

law, the other provisions shall remain valid and enforceable.

H21 FORCE MAJEURE

Neither Party to this Subcontract shall be considered to be in default of its obligations under this

Subcontract to the extent that failure to perform any such obligation arises from causes beyond the

control and without the fault or negligence of the affected party.

H22 CHOICE OF LAW

This Subcontract shall be interpreted in accordance with the laws of the State of.Alabama

H23 LOWER TIER SUBCONTRACTING

Lower Tier Subcontracting is not allowed without the prior written approval of the Contracts

Manager.

H24 QUANTUM’S PROPERTY

a.

All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by

Quantum shall be and remain the pr operty of Quantum regardless of location.

b.

All such items shall be used only in the performance of work under this subcontract unless

Quantum consents otherwise in writing.

c. Goods made in accordance with Quantum’s specifications and drawings shall not be

furnished or quoted by subcontractor to any other person or concern without Quantum’s prior

written consent.

d. Subcontractor shall have the obligation to maintain any and all p roperty furnished by

Quantum to Vendor and all property to which Quantum acquires an interest by this

Subcontract and shall be responsible for all loss or damage to said property except for normal

wear and tear.

e. Upon request, Subcontractor shall provide Q uantum with adequate proof of insurance

against such risk of loss or damage.

f. Subcontractor shall clearly mark, maintain in inventory, and keep segregated or identifiable

all of Quantum’s property.

H25 INFRINGEMENT

Subcontractor warrants that all goods and services (for purposes of this Section hereinafter “items”),

provided by Subcontractor pursuant to this Subcontract, which are not of Quantum’s design, shall be

free from claims of infringement (including misapprop riation) of third party intellectual property

rights and that any use or sale of such items by Quantum or any of Quantum’s customers shall be free

from any claims of infringement.

However, it is not the intent of this clause to relinquish any of the

Subcontractor’s or any third party (Subcontractor’s Subcontractors’) Intellectual Property rights.

Subcontractor does not waive any rights or causes of action, and does not agree to indemnify or hold

any person or party harmless from any claim.

Subcontract or does not waive and specifically reserves

all immunities to which it is entitled by the constitution, laws, and statutes of the United States and

the State of Alabama, including, without limitation, the immunities contained within Article I,

section14 of the Constitution of Alabama.

Any claim against Subcontractor must be made through

the Alabama State Board of Adjustment.

Venue and jurisdiction of any dispute, arising under or

related to this agreement or relationship of these parties, to the extent not barred by immunity or

required to be filed before the Alabama State Board of Adjustment, shall lie in the Circuit Court of

Madison County, Alabama, or the Federal District Court for the Northern District of Alabama,

Northeastern Division.

Any provision of the Agreement which may be considered consent to suit or

a waiver of immunity by Subcontractor is hereby rendered null and void.

Subcontractor may replace

or modify infringing items with comparable items acceptable to Quantum of substantially the same

form, fit, and function so as to remove the source of infringement, and Subcontractor’s obligations

under this Subcontract shall apply to the replacement and modified items.

If the use or sale of any of

the above items is enjoined as a result of such claim, suit or action, Subcontractor, at no expense to

Quantum, shall obtain for Quantum and its customers the right to use and sell said item.

H26 PROPRIETARY INFORMATION

During the term of the Subcontract, Quantum and the Subcontractor may exchange such proprietary

and other information of the disclosing party as is required for each to perform its obligations

hereunder.

Both Quantum and the Subcontractor agree as follows:

a.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

To use the proprietary information received from th e other party only for the above purpose,

to not reproduce, duplicate, copy, distribute, disclose or otherwise disseminate the proprietary

information, and to hold in confidence and protect the proprietary information from

dissemination to and use by anyon e not a party to this Agreement.

Problem Category: Confidential Information

Common Problems: Auburn never investigates third parties’ rights to provide information to us. If they want a qualifier on information provided by a third party saying that we made sure the third party had the right to provide the information, get rid of it. You can say “to Auburn's knowledge…” or “an apparent right to…”

Preferred Language: ['Should it be necessary for either party to receive the other’s confidential Information, the disclosing party agrees to disclose such information in writing and marked “confidential”, or if given orally, reduced to writing and clearly marked as confidential within 30 days of the oral disclosure. The receiving party agrees to safeguard the disclosing party’s confidential material to the same extent it safeguards its own for a period of three (3) years from the end date or termination of this Agreement. Confidential Information does not include (a) information which is now or hereafter becomes a part of the public domain; (b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records; (c) information given to the receiving party by a third party having a right to disclose the same; or (d) information which the receiving party is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.\nEach Party will retain all Project Invention disclosures submitted in confidence and will not disclose them to third parties. Either party will be relieved of this obligation only when this information becomes publicly available through no fault of the other party.']

Why: None

1st response to Sponsor: None

Confidence: 0.20237474015848061

[END POTENTIAL PROBLEMATIC LANGUAGE]

b.

To disclose the proprietary information received from the other party only to persons who are

employees of the receiving party who have a need to know for the above purpose.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Neither party shall be liable under this Agreement if a disclosure or use of Proprietary Information

received hereunder is made when the Proprietary Information:

a. was known by the receiving party at the time of disclosure without restriction on its use or

developed independently without breach of this Agreement by the receiving party's employees;

or

b. was in the public domain at the time of the disclosure or is subsequently made available to the

general public without restriction by the disclosing party; or

c. becomes available to the receiving party from a source, other than the disclosing party, who

has no obligation of secrecy with respect to the proprietary information; or

d. is disclosed with the prior written approval of the disclosing party; or

e. is used or disclosed inadvertently despite the exercise of the same degree of care as each party

takes to preserve and safeguard its own Proprietary Information (each party shall use

reasonable care for its own Proprietary Information); or

f. is disclosed by the disclosing party to a third party without restriction; or

g. is disclosed pursuant to court order or subpoena.

Problem Category: Confidential Information

Common Problems: Auburn never investigates third parties’ rights to provide information to us. If they want a qualifier on information provided by a third party saying that we made sure the third party had the right to provide the information, get rid of it. You can say “to Auburn's knowledge…” or “an apparent right to…”

Preferred Language: ['Should it be necessary for either party to receive the other’s confidential Information, the disclosing party agrees to disclose such information in writing and marked “confidential”, or if given orally, reduced to writing and clearly marked as confidential within 30 days of the oral disclosure. The receiving party agrees to safeguard the disclosing party’s confidential material to the same extent it safeguards its own for a period of three (3) years from the end date or termination of this Agreement. Confidential Information does not include (a) information which is now or hereafter becomes a part of the public domain; (b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records; (c) information given to the receiving party by a third party having a right to disclose the same; or (d) information which the receiving party is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.\nEach Party will retain all Project Invention disclosures submitted in confidence and will not disclose them to third parties. Either party will be relieved of this obligation only when this information becomes publicly available through no fault of the other party.']

Why: None

1st response to Sponsor: None

Confidence: 0.2273759391497066

[END POTENTIAL PROBLEMATIC LANGUAGE]

The receiving party shall not be liable for inadvertent, accidental, unauthorized or mistaken

disclosure or use by its employees, of data obtained under this Agreement, provided that:

a.

The receiving party shall use the same degree of care as used to protect its own proprietary

information of a similar nature, and

b.

Upon discovery of such disclosure or use, the receiving party shall prevent further disclosure

or use and shall notify the other party of any breach of these terms and its procedures to limit

the breach.

The protection of proprietary data shall be in effect for the life of the Subcontract and an additional

two (2) years after the completion of the subcontract.

H27 CERTIFICATIONS, REPRESENTATIONS, AND ACKNOWLEDGMENTS

All Certifications, Representations, and Acknowledgments provided by the Subcontractor are hereby

incorporated by reference into this Subcontract with the same force and effect as if they were included

in the Subcontract.

H28 EXPORT CONTROL AND FOREIGN DISCLOSURE COMPLIANCE

a.

The Sub contracting work may require Subcontractor’s to support Government projects that

involve the export of technical data, defense services, hardware and/or technology governed

by the Arms Export Control Act, International Traffic in Arms Regulations, Export

Administration Regulations and all other applicable federal laws, executive orders and

regulations.

Subcontractor shall be required to comply with all such laws, executive orders

and regulations and shall be required to furnish evidence of compliance to the Quantum

Contracts Manager.

b.

Any potential disclosure regarding defense articles, defense services and/or technical data to a

foreign source or foreign party under the resultant contracts, the awardees must comply with

the National Disclosure Policy -1 (NDP -1) and National, DOD and Army security regulations.

c. The Subcontractor shall include the substance of this clause in all approved 2nd tier

subcontracts .

H29 SUBCONTRACT EXCLUSIVITY

The Subcontractor agrees that when it is being proposed as a Subcontractor with Quantum for a

specific TO competition, it will not compete on any other D3I D2 team for that TO.

This restriction does not preclude Subcontractor from being on other D3I D2 prime contractor’s team.

H30 INTELLECTUAL PROPERTY

If the Subcontractor determines to use technical data, copyrighted, or patented items protected by

intellectual property rights in performance and to be delivered to the Government, the Subcontractor

will notify the Contracts Manger as soon as possible.

Upon the Prime’s issuance of a Task Order RFP to the Subcontractor, the Subcontractor will review

and evaluate any requirem ents as may pertain to intellectual property ownership or licensing and will

determine whether or not it will participate in the Prime’s proposal response.

If the Subcontractor is

considered key in the Prime’s proposal, the Subcontractor will provide the P rime timely notification

upon determining that participation in the proposal response is not in its best interest.

H31 RIGHTS IN SPECIAL WORKS

When the Government and/or Quantum must own or control copyright in all works or portions of

work first produced, created, or generated under this Subcontract, the Government and/or Quantum

will invoke DFARS 252.227 -7020, Rights in Special Works.

The Subcontractor shall assign

copyright in those works to the Government and/or Quantum and label the work the following notice:

“© (Year Date of Delivery) United States Government, as represented by the Secretary of Army.

All

rights reserved.” The Government and/or Quantum will have unlimited rights in the special works,

and the Subcontractor grants to the Government and/or Quantum licenses in accordance with the

DFARS clause.

In addition, the Subcontractor hereby relinquishes any rights to use or disclose such

works beyond what is required by the contract.

H32 TECHNICAL DATA RIGHTS

When the Subcontractor asserts title and rights for technical data under this Subcontract, the

Government and/or Quantum will invoke DFARS 252.227 -7013 and reach an agreement with the

Subcontractor on its licensing rights.

H33 NON SOLICITATION OF PERSONNEL

Neither party will solicit for hire employees of the other party during the term of this contract or for

a period of one year thereafter without the written consent of the other party.

This does not preclude

employees of either company from seeking out employment as a result of job fair, job

announcements, etc.

SECTION I – CLAUSES INCORPORATED BY REFERENCE

In addition to the terms of this Subcontract, the following FAR provisions and DFARS clauses and

provisions, shall apply, whether or not required by the terms of Quantum’s prime contract or by

operation of law or regulation.

Rights and obligations granted by Subcontractor shall first run to

Quantum and then to the Government as applicable; Quantum shall receive rights pursuant to these

clauses at least in parity to the Government’s rights except as pertains to Intellectual Property or the

right to review or audit Subcontractor confidential or proprietary records, in which case reviews will

be conducted only by DCAA, DCMA or other authorized Government agency.

Nevertheless, all

rights and obligations will not exceed those as stated and contained in this Subcontract Agreement.

In the event of a conflict between the general terms and conditions of this Subcontract, or the FAR

provisio ns or the DFARS provisions, first the provisions of the DFARS shall control (if applicable),

then the FAR provisions (if applicable), then the Subcontract terms and conditions.

The following

clauses set forth in the FARS and DFARS in effect as of the date of the prime contract are

incorporated herein by reference.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Any updates, additions or deletions to the FARS and DFARS clauses

in this Subcontract Agreement will be by mutual agreement and modification to this Subcontract

Agreement.

Problem Category: Confidential Information

Common Problems: the terms of the agreement are also confidential

Preferred Language: ['Should it be necessary for either party to receive the other’s confidential Information, the disclosing party agrees to disclose such information in writing and marked “confidential”, or if given orally, reduced to writing and clearly marked as confidential within 30 days of the oral disclosure. The receiving party agrees to safeguard the disclosing party’s confidential material to the same extent it safeguards its own for a period of three (3) years from the end date or termination of this Agreement. Confidential Information does not include (a) information which is now or hereafter becomes a part of the public domain; (b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records; (c) information given to the receiving party by a third party having a right to disclose the same; or (d) information which the receiving party is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.\nEach Party will retain all Project Invention disclosures submitted in confidence and will not disclose them to third parties. Either party will be relieved of this obligation only when this information becomes publicly available through no fault of the other party.']

Why: Undersirable. Becomes an administrative burden

1st response to Sponsor: None

Confidence: 0.23577033983032974

[END POTENTIAL PROBLEMATIC LANGUAGE]

Except as restricte d above, in all clauses listed herein, the terms “Government”,

“Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties

under this Subcontract Agreement and effect the proper intent of the provision.

“Vendor”, if any, shall

mean “Subcontractor” under this Subcontract Agreement.

The Subcontractor, by signing its offer,

hereby certifies compliance with the following clauses and is, therefore, eligible for award.

Regulatory Cite Title Date

52.202 -1 Definitions NOV 2013

52.203 -3 Gratuities APR 1984

52.203 -5 Covenant Against Contingent Fees MAY 2014

52.203 -6 Restrictions on Subcontractor Sales to the Government SEP 2006

52.203 -7 Anti-Kickback Procedures MAY 2014

52.203 -8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper MAY 2014

Activity

52.203 -10 Price or Fee Adjustment for Illegal or Improper Activity MAY 2014

52.203 -12 Limitation on Payments to Influence Certain Federal Transactions OCT 2010

52.203 -13 Contractor Code of Business Ethics and Conduct OCT 2015

52.203 -16 Preventing Personal Conflicts Of Interest DEC 2011

52.203 -17 Contractor Employee Whistleblower Rights and Requirement to Inform APR 2014

Employees of Whistleblower Rights

52.204 -2 Security Requirements AUG 1996

52.204 -4 Printed or Copied Double -Sided on Recycled Paper MAY 2011

52.204 -7 System for Award Management JUL 2013

52.204 -9 Personal Identity Verification of Contractor Personnel JAN 2011

52.204 -10 Reporting Executive Compensation and First-Tier Subcontract Awards OCT 2015

52.204 -19 Incorporation by Reference Representations and Certifications DEC 2014

52.209 -6 Protecting the Government's Interest When Subcontracting with Contractors OCT 2015

Debarred, Suspended, or Proposed for Debarment

52.209 -9 Updates of Publicly Available Information Regarding Responsibility JUL 2013

Matters

52.209 -10 Prohibition on Contracting with Inverted Domestic Corporations DEC 2014

52.210 -1 Market Research APR 2011

52.211 -5 Material Requirements AUG 2000

52.211 -15 Defense Priority And Allocation Requirements APR 2008

52.215 -2 Audit and Records --Negotiation OCT 2010

52.215 -8 Order of Precedence --Uniform Contract Format OCT 1997

Regulatory Cite Title Date

52.215 -14 Integrity of Unit Prices OCT 2009

52.215 -16 Facilities Capital Cost of Money JUN 2003

52.215 -17 Waiver of Facilities Capital Cost of Money OCT 1997

52.215 -21 Requirement for Certified Cost and Pricing Data and Data Other than OCT 2010

52.215 -23 Certified Cost Or Pricing Data --Modifications

Limitations on Pass-Through Charges

OCT 2009

52.216 -8 Fixed Fee JUN 2011

52.217 -5 Evaluations of Operations JUL 1990

52.219 -6 Notice of Total Small Business Set-Aside NOV 2011

52.219 -8 Utilization of Small Business Concerns OCT 2014

52.219 -14 Limitation on Subcontracting NOV 2011

52.219 -27 Notice of Service Disabled Veteran -Owned Small Business Set-Aside NOV 2011

52.222 -3 Convict Labor JUN 2003

52.222 -4 Contract Work Hours and Safety Standards -Overtime Compensation MAY 2014

52.222 -19 Child Labor – Cooperation with Authorities and Remedies JAN2016

52.222 -20 Walsh -Healey Public Contracts Act OCT 2014

52.222 -21 Prohibition Of Segregated Facilities APR 2015

52.222 -22 Previous Contracts and Compliance Reports FEB 1999

52.222 -26 Equal Opportunity APR 2015

52.222 -29 Notification Of Visa Denial APR 2015

52.222 -35 Equal Opportunity For Veterans OCT 2015

52.222 -36 Affirmative Action For Workers With Disabilities OCT 2010

52.222 -37 Employment Reports On Veterans OCT 2015

52.222 -40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010

52.222 -41 Service Contract labor Standards MAY 2014

52.222 -50 Combatting Trafficking in Persons MAR 2014

52.222 -54 Employment Eligibility Verification OCT 2015

52.223 -5 Pollution Prevention and Right -to-Know Information MAY 2011

52.223 -6 Drug -Free Workplace MAY 2001

52.223 -10 Waste Reduction Program MAY 2011

52.223 -12 Refrigeration Equipment and Air Conditioners MAY 1995

52.223 -15 Energy Efficient in Energy Consuming Products DEC 2007

52.223 -18 Encouraging Contractor Policies to Ban Text Messaging While Driving AUG 2011

52.224 -1 Privacy Act Notification APR 1984

52.224 -2 Privacy Act APR 1984

52.225 -13 Restrictions on Certain Foreign Purchases JUN 2008

52.227 -1 Alt 1 Authorization and Consent (Dec 2007) – Alternate I APR 1984

52.227 -2 Notice and Assistance Regarding Patent and Copyright Infringement DEC 2007

52.227 -3 Patent Indemnity APR 1984

52.227 -6 Royalty Information APR1984

52.227 -10 Filing of Patent Applications --Classified Subject Matter DEC 2007

52.228 -3 Worker's Compensation Insurance (Defense Base Act) JUL 2014

52.228 -5 Insurance - Work on a Government Installation JAN 1997

52.228 -7 Insurance – Liability to Third Persons MAR 1996

52.229 -1 State and Local Taxes APR 1984

52.229 -3 Federal, State And Local Taxes FEB 2013

52.230 -6 Administration of Cost Accounting Standards JUN 2010

52.232 -1 Payments APR 1984

52.232 -2 Payments Under Fixed -Price Research and Development Contracts APR 1984

52.232 -8 Discount For Prompt Payment FEB 2002

52.232 -9 Limitation On Withholding OF Payments APR1984

52.232 -11 Extras APR 1984

52.232 -16 Alt I Progress Payments (Apr 2012) – Alternate I MAR 2000

52.232 -17 Interest MAY 2014

52.232 -18 Availability of Funds APR 1984

Regulatory Cite Title Date

52.232 -20 Limitation of Cost APR 1984

52.232 -22 Limitation of Funds APR 1984

52.232 -23 Assignment of Claims MAY 2014

52.232 -25 Prompt Payment JUL 2013

52.232 -33 Payment by Electronic Funds Transfer – System for Award Management JUL 2013

52.232 -39 Unenforceability of Unauthorized Obligations JUN2 013

52.232 -40 Providing Accelerated Payments to Small Business Subcontractors DEC 2013

52.233 -1 Disputes (See also H18) JUL 2002

52.233 -3 Protest After Award AUG 1996

52.233 -4 Applicable Law for Breach of Contract Claim OCT 2004

52.237 -2 Protection of Government Buildings, Equipment, And Vegetation APR 1984

52.237 -3 Continuity of Services JAN 1991

52.239 -1 Privacy or Security Safeguards AUG 1996

52.242 -1 Notice of Intent to Disallow Costs APR 1984

52.242 -3 Penalties for Unallowable Costs MAY 2014

52.242 -4 Certification of Final Indirect Costs JAN 1997

52.242 -13 Bankruptcy JUL 1995

52.242 -15 Stop-Work Order AUG 1989

52.242 -15 Alt I Stop-Work Order (Aug 1989) – Alternate I APR 1984

52.243 -1 Changes —Fixed Price AUG 1987

52.243 -1 Alt V Changes --Fixed -Price (AUG 1987) - Alternate V APR 1984

52.243 -2 Changes —Cost Reimbursement AUG 1987

52.243 -2 Alt V Changes —Cost-Reimbursement (Aug 1987) – Alternate V APR 1984

52.243 -6 Change Order Accounting APR 1984

52.244 -5 Competition in Subcontracting DEC1996

52.244 -6 Subcontracts for Commercial Items DEC 2015

52.245 -1 Government Property APR 2012

52.245 -9 Use and Charges APR 2012

52.246 -23 Limitation of Liability FEB 1997

52.246 -25 Limitation of Liability --Services FEB 1997

52.247 -63 Preference for U.S.

Flag Air Carriers JUN 2003

52.249 -1 Termination for Convenience of the Government (Fixed Price) (Short APR 1984

Form)

52.249 -2 Termination for Convenience of the Government (Fixed -Price) APR 2012

52.249 -4 Termination for Convenience of the Government (Services) (Short Form) APR 1984

52.249 -6 Termination (Cost -Reimbursement) MAY 2004

52.249 -8 Default (Fixed -Price Supply & Service) APR 1984

52.249 -9 Default (Fixed -Priced Research and Development) APR 1984

52.249 -14 Excusable Delays APR 1984

52.251 -1 Government Supply Sources APR 2012

52.253 -1 Computer Generated Forms JAN 1991

252.201 -7000 Contracting Officer's Representative DEC 1991

252.203 -7000 Requirements Relating to Compensation of Former DoD Officials SEP 2011

252.203 -7001 Prohibition On Persons Convicted of Fraud or Other Defense -Contract - DEC 2008

Related Felonies

252.203 -7002 Requirement to Inform Employees of Whistleblower Rights SEP 2013

252.203 -7003 Agency Office of the Inspector General DEC 2012

252.204 -7000 Disclosure Of Information AUG 2013

252.204 -7002 Payment for Subline Items Not Separately Priced DEC 1991

252.204 -7003 Control Of Government Personnel Work Product APR 1992

252.204 -7005 Oral Attestation of Security Responsibilities NOV 2001

252.204 -7012 Safeguarding Covered Defense Information and Cyber Incident Reporting DEC 2015

252.205 -7000 Provision Of Information To Cooperative Agreement Holders DEC 1991

252.209 -7004 Subcontracting With Firms That Are Owned or Controlled By The OCT 2015

Government of a Terrorist Country

252.211 -7005 Substitutions for Military or Federal Specifications and Standards NOV 2005

Regulatory Cite Title Date

252.211 -7007 Reporting of Government -Furnished Property AUG 2012

252.211 -7008 Use of Government -Assigned Serial Numbers SEP 2010

252.219 -7003 Small Business Subcontracting Plan (DOD Contracts) OCT 2014

252.222 -7002 Compliance with Local Labor Laws (Overseas) JUN 1997

252.222 -7006 Restrictions on the Use of Mandatory Arbitration Agreements DEC 2010

252.222 -7007 Representation Regarding Combating Trafficking in Persons JAN 2015

252.223 -7002 Safety Precautions for Ammunition and Explosives MAY 1994

252.223 -7003 Changes in Place of Performance —Ammunition and Explosives DEC 1991

252.223 -7004 Drug Free Work Force SEP 1988

252.223 -7006 Prohibition On Storage And Disposal Of Toxic And Hazardous Materials SEPT 2014

252.225 -7001 Buy American and Balance of Payments Program – Basic (Nov 2014) NOV 2014

252.225 -7002 Qualifying Country Sources As Subcontractors DEC 2012

252.225 -7004 Reporting of Contract Performance Outside the United States and Canada --

Submission after Award OCT 2015

252.225 -7006 Acquisition of the American Flag AUG 2015

252.225 -7008 Restriction on Acquisition of Specialty Metals MAR 2013

252.225 -7012 Preference For Certain Domestic Commodities FEB 2013

252.225 -7016 Restriction on Acquisition of Ball and Roller Bearings JUN 2011

252.225 -7028 Exclusionary Policies and Practices of Foreign Government APR 2003

252.225 -7041 Correspondence in English JUN 1997

252.225 -7042 Authorization to Perform APR 2003

252.225 -7048 Export -Controlled Items JUN 2013

252.226 -7001 Utilization of Indian Organizations and Indian -Owned Economic SEP 2004

252.227 -7013 Enterprises, and Native Hawaiian Small Business Concerns

Rights in Technical Data --Noncommercial Items - Government means

FEB 2014

252.227 -7014 Government

Rights in Noncommercial Computer Software and Noncommercial

FEB 2014

252.227 -7015 Computer Software Documentation - Government means Government

Technical Data --Commercial Items - Government means Government

FEB 2014

252.227 -7016 Rights in Bid or Proposal Information JAN 2011

252.227 -7017 Identification and Assertion of Use, Release, or Disclosure Restrictions JAN 2011

252.227 -7019 Validation of Asserted Restrictions --Computer Software SEP 2011

252.227 -7020 Rights In Special Works JUN 1995

252.227 -7025 Limitations on the Use or Disclosure of Government -Furnished Information MAY 2013

252.227 -7026 Marked with Restrictive Legends

Deferred Delivery of Technical Data or Computer Software

APR 1988

252.227 -7027 Deferred Ordering Of Technical Data Or Computer Software APR 1988

252.227 -7030 Technical Data —Withholding of Payment MAR 2000

252.227 -7037 Validation of Restrictive Markings on Technical Data JUN 2013

252.227 -7039 Patents —Reporting Of Subject Inventions APR 1990

252.228 -7001 Ground and Flight Risk JUN 2010

252.228 -7003 Capture and Detention DEC 1991

252.228 -7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and DEC 1991

252.231 -7000 Space Launch Vehicles

Supplemental Cost Principles

DEC 1991

252.232 -7002 Progress Payments for Foreign Military Sales Acquisitions DEC 1991

252.232 -7004 DOD Progress Payments Rates OCT 2014

252.232 -7008 Assignment of Claims (Overseas) JUN 1997

252.232 -7010 Levies on Contract Payments DEC 2006

252.233 -7001 Choice of Law (Overseas) JUN 1997

252.235 -7003 Frequency Authorization MAR 2014

252.235 -7011 Final Scientific or Technical Report JAN 2015

252.239 -7000 Protection Against Compromising Information JUN 2004

252.239 -7001 Information Assurance Contractor Training and Certification JAN 2008

252.242 -7004 Material Management and Accounting System MAY 2011

Regulatory Cite Title Date

252.242 -7005 Contractor Business Systems FEB 2012

252.242 -7006 Accounting System Administration FEB 2012

252.243 -7001 Pricing Of Contract Modifications DEC 1991

252.243 -7002 Requests for Equitable Adjustment DEC 2012

252.244 -7000

252.244 -7001 Subcontracts for Commercial Items and Commercial Components (DoD

Contracts)

Contractor Purchasing System Administration DEC 2012

MAY 2014

252.245 -7001 Tagging, Labeling, and Marking of Government -Furnished Property APR 2012

252.245 -7002 Reporting Loss of Government Property APR 2012

252.245 -7003 Contractor Property Management System Administration APR 2012

252.245 -7004 Reporting, Reutilization, and Disposal MAR 2015

252.246 -7001 Warranty of Data MAR 2014

252.246 -7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations OCT 2010

252.246 -7005 Notice of Warranty Tracking of Serialized Items JUN2011

252.247 -7023 Transportation of Supplies by Sea APR 2014

252.247 -7023 Alt I Transportation of Supplies by Sea (APR 2014) Alternate I APR 2014

252.247 -7023 Alt II Transportation of Supplies by Sea (APR 2014) Alternate II APR 2014

252.247 -7024 Notification of Transportation of Supplies by Sea MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216 -7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small

business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the

Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of

this contract and the terms of this co ntract.

The Contractor may submit to an authorized representative of the

Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher

supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

Interim

payments made prior to the final payment under the contract are contract financing payments, except interim

payments if this contract contains Alternate I to the clause at 52.232 -25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting

Officer insert day as prescribed by agency head; if not prescribed, insert “30th”) day after the designated billing

office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance

with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the

specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph

(b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan

contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or

other form of actual payment for items o r services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of

business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors,

provided payments determined due will be made --

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for

purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to

subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid

unless --

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment

period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment

purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable

indirect costs u nder this contract shall be obtained by applying indirect cost rates established in accordance with

paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating

performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall

be disregarded for purposes of cost -reimbursement under this clause.

(c) Small business concerns.

A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in

accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the

indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant

Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years.

Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted

in writing by the Contracting Officer.

The Contractor shall support its proposal with adequate supporting data.

(ii) The prop osed rates shall be based on the Contractor's actual cost experience for that period.

The appropriate

Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical

after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the

cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool).

Schedule of claimed expenses by element of cost as

identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool).

Schedule of claimed expenses by element of cost as identified in

accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool).

Schedule of claimed expenses by element of cost as

identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a

subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(J) Subcontract information.

Problem Category: Confidential Information

Common Problems: Auburn never investigates third parties’ rights to provide information to us. If they want a qualifier on information provided by a third party saying that we made sure the third party had the right to provide the information, get rid of it. You can say “to Auburn's knowledge…” or “an apparent right to…”

Preferred Language: ['Should it be necessary for either party to receive the other’s confidential Information, the disclosing party agrees to disclose such information in writing and marked “confidential”, or if given orally, reduced to writing and clearly marked as confidential within 30 days of the oral disclosure. The receiving party agrees to safeguard the disclosing party’s confidential material to the same extent it safeguards its own for a period of three (3) years from the end date or termination of this Agreement. Confidential Information does not include (a) information which is now or hereafter becomes a part of the public domain; (b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records; (c) information given to the receiving party by a third party having a right to disclose the same; or (d) information which the receiving party is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.\nEach Party will retain all Project Invention disclosures submitted in confidence and will not disclose them to third parties. Either party will be relieved of this obligation only when this information becomes publicly available through no fault of the other party.']

Why: None

1st response to Sponsor: None

Confidence: 0.2168785654693734

[END POTENTIAL PROBLEMATIC LANGUAGE]

Listing of subcontracts awarded to companies for which the contractor is the prime or

upper -tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed

during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor -hour contract information, including labor categories, labor

rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242 -4,

Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number,

period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the

contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be

required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor

personnel.

See 31.205 -6(p).

Additional salary reference information is available at

http://www.whitehouse.gov/omb/procurement\_index\_exec\_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or

contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes

contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter

from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate

submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract

type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance

approval requirements, pre -contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of

cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section,

within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Gove rnment representative shall execute a written understanding setting forth

the final indirect cost rates.

The understanding shall specify (i) the agreed -upon final annual indirect cost rates,

(ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items

treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance

agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling,

contract obligation, or specific cost allowance or disallowance provided for in this contract.

The understanding is

incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the

Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final

annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion

invoice or voucher to reflect the settled amounts and rates.

The completion invoice or voucher shall include settled

subcontract amounts and rates.

The prime contractor is responsible f or settling subcontractor amounts and rates

included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer

upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of

this clause, the Contracting Officer may --

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates.

Until final annual indirect cost rates are established for any period, the Government shall reimburse the

Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant

auditor), subject to adjustment when the final rates are established.

These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent

substantial overpayment or underpayment.

(f) Quick -closeout procedures.

Quick -closeout procedures are applicable when the conditions in FAR 42.708(a) are

satisfied.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(g) Audit.

Problem Category: Audit

Common Problems: All costs incurred in the performance of the research effort will be subject to audit by SPONSOR‘s cognizant Federal audit agency. Auburn agrees to allow the auditor(s) access once per project period at Sponsor’s expense, to records necessary to support the reported costs.

Preferred Language: ['All costs incurred in the performance of the research effort will be subject to audit by SPONSOR‘s cognizant Federal audit agency. Auburn agrees to allow the auditor(s) access once per project period at Sponsor’s expense, during normal business hours and with reasonable advance notice to records necessary to support the reported costs. \n']

Why: Auburn should be given advanced notice and we should not have to open up at night or on the weekends.

1st response to Sponsor: add "during normal business hours and with reasonable advance notice"

Confidence: 0.2596979932401625

[END POTENTIAL PROBLEMATIC LANGUAGE]

At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or

vouchers and statements of cost audited.

Any payment may be (1) Reduced by amounts found by the Contracting

Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance

with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the

Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if

any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are

properly allocable to costs for which the Contractor has been reimbursed by the Government.

Reasonable expenses

incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved

by the Contracting Officer.

Before final payment under this contract, the Contractor and each assig nee whose

assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds,

rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has

been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and

claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out

of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the

execution of the release, and that the Contractor gives notice of the claims in writing to the Contrac ting Officer

within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the

patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of

the Government against patent liability.

(End of clause)

52.216 -10 INCENTIVE FEE (JUN 2011)

(a) General.

The Government shall pay the Contractor for performing this contract a fee determined as provided in

this contract.

(b) Target cost and target fee.

The target cost and target fee specified in the Schedule are subject to adjustment if the

contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in

accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would

be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph

(d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule.

However, when the

Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the

Government shall pay on the basis of an appropriate lesser fee.

When the Contractor demonstrates that performance

or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at

the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer

withholds a reserve not to exceed 15 percent o f the total incentive fee or $100,000, whichever is less, to protect the

Government's interest.

The Contracting Officer shall release 75 percent of all fee withholds under this contract after

receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this

contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of

the final patent and royalty reports, and is not delinquent in submitting final v ouchers on prior years' settlements.

The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the

Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments.

When the work under this contract is increased or decreased by a modification to this

contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable

adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a

supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by to be negotiated at the

task order level (when applicable) cents for every dollar that the total allowable cost is less than the target cost or

decreased by to be negotiated at the task order level (when applicable) cents for every dollar that the total

allowable cost exceeds the target cost.

In no eve nt shall the fee be greater than to be negotiated at the task order

level (when applicable) less than to be negotiated at the task order level (when applicable) percent of the target

cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and

maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a

consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by

paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or

decrease as provided in this paragraph.

The termination shall be accomplished in accordance with other applicable

clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and

without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that

results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or

duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting O fficer

pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice

and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting

Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third

Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the

Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear

risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this

paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification.

The total allowable cost and the adjusted fee determined as provided in this clause shall be

evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies.

In the event of any language inconsistencies between this clause and provisioning documents or

Government options under this contract, compensation for spare parts or other supplies and services ordered under

such documents shall be determined in accordance with this clause.

(End of clause)

52.216 -16 INCENTIVE PRICE REVISION --FIRM TARGET (OCT 1997)

(a) General.

The supplies or services identified in the Schedule as Items to be negotiated at the task order level (when

applicable) ] are subject to price revision in accordance with this clause; provided, that in no event shall the total

final price of these items exceed the ceiling price of to be negotiated at the task order level (when applicable)

dollars ($to be negotiated at the t ask order level (when applicable) .

Any supplies or services that are to be (1)

ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the

terms of this clause shall be identified as such in a modification to this contract (b) Definition.

"Costs," as used in

this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect

on the date of this contract.

(c) Data submission.

(1) Within to be negotiate d at the task order level (when applicable) [Contracting Officer

insert number of days] days after the end of the month in which the Contractor has delivered the last unit of supplies

and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in

the format of Table 15 -2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work

under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is

later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the

Government immediately.

Unless repaid within 30 days after the end of the data submittal period, the amount of the

excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in

accordance with the Interest clause.

(d) Price revision.

Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the

Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a)

above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the

parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and

accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or

loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less to

be negotiated at the task order level (when applicable) [Contracting Officer insert percent] percent of the amount

by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus to be

negotiated at the task order level (when applicable) .

[Contracting Officer insert percent] percent of the amount by

which the total final negotiated cost is less than the total target cost.

(e) Contract modification.

The total final price of the items specified in paragraph (a) above shall be evidenced by a

modification to this contract, signed by the Contractor and the Contracting Officer.

This price shall not be subject to

revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of

cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) above), the

Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph.

The

billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the

then-current billing prices will be substantially greater than the estimated final prices, the parties shall nego tiate a

reduction in the billing prices.

Similarly, the parties may negotiate an increase in billing prices by any or all of the

difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing

that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the

total final price under paragraph (d) above.

After the contract modification establishing the total final price is

executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final

price, and any resulting additional payments, refunds, or credits shall b e made promptly.

(g) Quarterly limitation on payments statement.

This paragraph (g) shall apply until final price revision under this

contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or

services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the

Contractor shall submit to the contract administration office (with a copy to the contracting office and the c ognizant

contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for

which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the

supplies delivered (or services performed) and accepted by the Government and for which final prices have not been

established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of

this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the

Government and for which final prices have not been established --increased or decreased in accordance with

subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the

aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the

Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the

amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with

subdivis ions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the

amount of this excess.

The Contractor may, when appropriate, reduce this refund or credit by the amount of any

applicable tax credits due the Contra ctor under 26 U.S.C.

1481 and by the amount of previous refunds or credits

effected under this clause.

If any portion of the excess has been applied to the liquidation of progress payments, then

that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with

the Progress Payments clause.

The Contractor shall provide complete details to support any claimed reductions in

refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later

determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the

Government immediately.

Unless repaid within 30 days after the end of the statement submittal period, the amount

of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at

the rate established in accordance with the Interest clause.

(h) Subcontracts.

No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage - of-

cost basis.

The Contractor shall --

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above,

and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor

as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax

credits; and

(2) Include in each cost -reimbursement subcontract a requi rement that each lower -tier price redetermination or

incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified

as required by subparagraph (1) above.

(i) Disagreements.

If the Contractor and the Cont racting Officer fail to agree upon the total final price within 60

days (or within such other period as the Contracting Officer may specify) after the date on which the data required

by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance

with the Disputes clause.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(j) Termination.

Problem Category: Termination

Common Problems: they want a hard stop date for reimbursements if there is an early termination

Preferred Language: ['Expiration. This Agreement will expire at the end of the Research Term, unless terminated prior to such date in accordance with this Section 11 or extended by written agreement of the parties.\n\nThis Agreement may be terminated by either party for a breach of any of the terms herein. Upon written notification, the breaching party shall have 30 days to cure such breach. If such breach is not cured, the non-breaching party may deliver a Notice of Termination to the breaching party terminating the Agreement. For a breach of non-payment of support by Sponsor, Auburn is under no obligation to continue work on the Project. During such non-payment period and/or a termination of this Agreement for a non-payment breach, Auburn is under no obligation to conform to any of the Agreement terms herein, except Section 10 (Confidential Information) and Section 12 (Publicity).\nEither party may terminate performance of the Project in whole or in part if it is in the best interest of either party. The terminating party shall deliver a Notice of Termination specifying the basis of the termination, extent of termination and effective date. Auburn will be paid for all services delivered and all non-cancelable commitments made prior to the date of termination. In the event that only a portion of effort is terminated, Auburn shall work diligently to continue all other efforts that remain active.\t']

Why: we routinely have non-cancelable commitments such as purchase orders that are not returnable/refundable, grad students who get paid quarterly, etc.

1st response to Sponsor: get the language "non-cancelable commitments" added

Confidence: 0.2789425453258252

[END POTENTIAL PROBLEMATIC LANGUAGE]

If this contract is terminated before the total final price is established, prices of supplies or services

subject to price revision shall be established in accor dance with this clause for (1) completed supplies and services

accepted by the Government and (2) those supplies and services not terminated under a partial termination.

All other

elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(k) Equitable adjustment under other clauses.

Problem Category: Warranties

Common Problems: Best Effort Clauses

Preferred Language: ['AUBURN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. AUBURN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO STUDY DATA, RESULTS, INVENTIONS, COPYRIGHTABLE WORKS, TANGIBLE RESEARCH PROPERTY, OR OTHER RESEARCH RESULTS PROVIDED BY AUBURN.\n']

Why: Clauses requiring “best efforts” leave the University open to non-payment or claims of reimbursement for dissatisfied clients. “Best efforts” is a vague concept best avoided. If it cannot be negotiated out of the contract completely, it should at least be changed to “reasonable efforts” or “good faith efforts.”

1st response to Sponsor: “best efforts” should be changed to “reasonable efforts” or “good faith efforts”

Confidence: 0.20199309249791833

[END POTENTIAL PROBLEMATIC LANGUAGE]

If an equitable adjustment in the contract price is made under any other

clause of this contract before the total final price is established, the adjustment shall be made in the total target cost

and may be made in the maximum dollar limit on the total final price, the total target profit, or both.

If the

adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price.

If any clause of this contract provides that the contract price does

not or will not include an amount for a specific purpose, then neither any target price nor the total final price

includes or will include any amount for that purpose.

(m) Separate reimbursement.

If any clause of this contract expressly provides that the cost of performance of an

obligation shall be at Government expense that expense shall not be included in any target price or in the total final

price, but shall be reimbursed separately.

(n) Taxes.

As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or

duties to be included in, or excluded from, the contract price, the term "contract price'' includes the total target price

or, if it has been established, the total final price.

When any of these clauses requires that the contract price be

increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain

taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the

total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of Clause)

52.216 -18 ORDERING.

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task

orders by the individuals or activities designated in the Schedule.

Such orders may be issued from date of contract

award through 108 months from date of contract award if all optional ordering periods are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract.

In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail.

Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in t he

Schedule.

(End of clause)

52.216 -19 ORDER LIMITATIONS.

(OCT 1995)

(a) Minimum order.

When the Government requires supplies or services covered by this contract in an amount of less

than $3,000 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor

obligated to furnish, those supplies or services under the contract.

(b) Maximum order.

The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $504,000,000.00 ;

(2) Any order for a combination of items in excess of $504,000,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216 -21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum -order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order

limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216 -22 INDEFINITE QUANTITY.

(OCT 1995)

(a) This is an indefinite -quantity contract for the supplies or services specified, and effective for the period stated, in the

Schedule.

The quantities of supplies and services specified in the Schedule are estimates only and are not purchased

by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.

The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the

Schedule up to and including the quantity designated in the Schedule as the "maximum".

The Government shall

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the

number of orders that may be issued.

The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order.

The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract afte r the end of the period of performance as specified in each task order.

(End of clause)

52.217 -8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the

contract.

These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary

of Labor.

The option provision may be exercised more than once, but the total extension of performance hereunder

shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor within

(insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217 -9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current

period of performance ; provided that the Government gives the Contractor a preliminary written notice of its intent

to extend at least See Section H8 days before the contract expires.

The preliminary notice does not commit the

Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed See

Section F3 and F4 .

(End of clause)

52.219 -28 POST -AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions.

As used in this clause --

Long -term contract means a contract of more than five years in duration, including options.

However, the term does

not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217 -8, Option to Extend Services, or other

appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not

dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business

under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

Such a concern is ``not

dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a

kind of business activity in which a number of business concerns are primarily engaged.

In determining whether

dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents,

license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall

rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon

the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to

include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification

of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the

contract.

(3) For long-term contracts --

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this

rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract.

The small business size standard corresponding to this NAICS code can be found at

http://www.sba.gov/content/table -small -business -size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a

contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by

paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications

section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they

reflect the Contractor's current status.

The Contractor shall notify the contracting office in writing within t he

timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the

date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the

Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in

SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following

representation and submit it to the contracting office, along with the contract number and the date on which the

representation was completed:

The Contractor represents that it (X ) is, ( ) is not a small business concern under NAICS Code 541712 - assigned to

contract number W9113M -16-D-0003 .

(End of clause)

52.222 -2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0.00 or the

overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of

production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect -labor employees such as those performing duties in connection with administration, protection,

transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances,

and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed

otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all

estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with

present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate

the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with

other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing

additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations.

The inserted figure does not apply to the

exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222 -42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR

part 4), this clause identifies the classes of service employees expected to be employed under the contract and

states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C.

5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage -Fringe Benefits

See D3I Labor Categories and Attachment 01, when applicable.

(End of clause)

52.222 -50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) ALTERNATE I (MAR 2015)

(a) Definitions.

As used in this clause —

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized

to act on behalf of the organization.

“Coercion” means —

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in

serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means --

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form

in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.

40102(4), such as agricultural products and petroleum

products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal

services or of those of a person under his or her control as a security for debt, if the value of those services as

reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not

respective ly limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who

has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person —

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not

perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or

continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person

induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use

of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or

slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose

of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a

prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime

contractor or another subcontractor.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

“United States” means the 50 States, the District of Columbia, and outlying areas.

Problem Category: Govering Law

Common Problems: other states/countries for law

Preferred Language: ['The validity and interpretation of this Agreement and the legal relationship of the parties, will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflict of law rules or principles. Exclusive jurisdiction shall be in the State of Alabama.']

Why: As an instrumentality of the State of Alabama, Auburn University is granted sovereign immunity under Article I, Section 14 of the Alabama Constitution, and under the 11th Amendment to the United States Consitutions. Auburn University does not have the authority to waive its sovereign immunity. Further, Alabama Code makes it clear that the exclusive venue for any claim for damages against Auburn must be the Alabama State Board of Adjustment, which exists to resolve all claims against the State or any of its institutions, arising out of any contract to which its institutions are parties, where there is claimed a legal or moral obligation resting on the state.” Because of this, Auburn cannot agree to be subjected to the legal process of any jurisdiction other than the State of Alabama.

1st response to Sponsor: Revise the agreement to the preferred language

Confidence: 0.21288995074902353

[END POTENTIAL PROBLEMATIC LANGUAGE]

(b) Policy .

The United States Government has adopted a policy prohibiting trafficking in persons including the

trafficking -related activities of this clause.

Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration

documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as

failing to disclose, in a format and langu age accessible to the worker, basic information or making material

misrepresentations during the recruitment of employees regarding the key terms and conditions of employment,

including wages and fringe benefits, the location of work, the living conditions , housing and associated costs (if

employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the

hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment --

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into

that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts

performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of

working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing

temporary worker programs or pursuant t o a written agreement with the employee (for portions of contracts

performed inside the United States); except that --

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return

transportation or pay for the cost of return transportation;

(iii)The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is

seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action

related to trafficking in persons.

The contractor shall pro vide the return transportation or pay the cost of return

transportation in a way that does not obstruct the victim services, legal redress, or witness activity.

For example, the

contractor shall not only offer return transportation to a witness at a time w hen the witness is still needed to testify.

This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required

work document in writing.

Such written work document shall be in a language the employee understands.

If the

employee must relocate to perform the work, the work document shall be provided to the employee at least five days

prior to the employee relocating.

The employee's work document shall include, but is not limited to, details about

work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and

associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable

laws and regulations that prohibit trafficking in persons.

(c) Contractor require ments .

The Contractor shall—

(1) Notify its employees of—

(i) (A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this

clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of

performance as indicated below:

Document Title Document may be obtained

from: Applies to performance in/at:

To be completed at the task order level, when applicable .

(ii) The actions that will be taken against employees or agents for violations of this policy.

Such actions for

employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of

employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that

violate the policy in paragraph (b) of this clause.

(d) Notification .

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General

immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a

Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the

policy in paragraph (b) of this clause (see also 18 U.S.C.

1351, Fraud in Foreign Labor Contracting, and 52.203 -

13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office

of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant

to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer

for the contract with the highest dollar value.

(e) Remedies .

In addition to other remedies available to the Government, the Contractor's failure to comply with the

requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government

determined Contractor non -compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors .

When determining remedies, the Contracting Officer may consider the

following:

(1) Mitigating factors .

The Contractor had a Trafficking in Persons compliance plan or an awareness program at the

time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation,

that may include reparation to victims for such violations.

(2) Aggravating factors.

The Contractor failed to abate an alleged violation or enforce the requirements of a

compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation .

(1) The Contractor shall, at a minimum —

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and

the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to

allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions

to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C.

chapter 78), E.O.

13627, or

any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of

commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the

country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from

cooperating fully with Government authorities.

(2) The require ment for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the

terms of the contract.

It does not —

(i) Require the Contractor to waive its attorney -client privilege or the protections afforded by the attorney work

product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive

his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or

services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non -

United States citizens expected to be employed and the risk that the contract or subcontract will involve services or

supplies susceptible to trafficking in persons.

(3) Minimum requirements .

The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking -

related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken

against the employee for violations.

Additional information about Trafficking in Persons and examples of awareness

programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in

Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting

trafficking in persons, including a means to make available to all employees the hotline phone number of the Global

Human Trafficking Hotline at 1 -844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees,

prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal

requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the

housing meets host -country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in

persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents,

subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting .

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract

performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the

Contractor's Web site (if one is maintained).

If posting at the workplace or on the Web site is impracticable, the

Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification .

Annually after receiving an award, the Contractor shall submit a certification to the Contracting

Officer that —

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this

clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in

prohibited activities; and

(ii) After having conducted due diligence, either —

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their

agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the

Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts .

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all

contracts with agents.

The requirements in paragraph (h) of this clause apply only to any portion of the

subcontract that —

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or

services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission

prior to the award of the subcontract and annually thereafter.

The certification shall cover the items in paragraph

(h)(5) of this clause.

(End of clause)

52.223 -9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA -DESIGNATED

ITEMS (MAY 2008)

(a) Definitions.

As used in this clause --

Postconsumer material means a material or finished product that has served its intended use and has been discarded for

disposal or recovery, having completed its life as a consumer item.

Postconsumer material is a part of the broader

category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does

not include those materials and by -products generated from, and commonly reused within, an original manufacturing

process.

(b) The Contractor, on completion of this contract, shall --

(1) Estimate the percentage of the total recovered material content for EPA -designated item(s) delivered and/or used

in contract performance, including, if applicable, the percentage of post -consumer material content; and

(2) Submit this estimate to \*To be completed at the task order level, when applicable .

(End of clause)

52.227 -11 PATENT RIGHTS --OWNERSHIP BY THE CONTRACTOR (MAY 2014)

(a) As used in this clause --

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the

U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C.

2321,

et seq.)

Made means --

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to

practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has

been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type

described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C.

501(c)) and exempt from taxation under

section 501(a) of the Internal Revenue Code (26 U.S.C.

501(a)), or any nonprofit scientific or educational organization

qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a

process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to

establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government

regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(1) Ownership.

Problem Category: Equipment

Common Problems: sponsor retains ownership of equipment provided or purchased

Preferred Language: ['Title to equipment provided under this Agreement, or purchased or made by Auburn in the performance of the Research will vest with Auburn']

Why: Auburn wants it

1st response to Sponsor: ask to have it vest with Auburn

Confidence: 0.3032160644503863

[END POTENTIAL PROBLEMATIC LANGUAGE]

The Contractor may retain ownership of each subject invention throughout the

world in accordance with the provisions of this clause.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(2) License.

Problem Category: Exclusive License

Common Problems: Sponsor wants right of first refusal/first option to negotiate an exclusive license.

Preferred Language: ['Auburn hereby agrees to grant to SPONSOR a non-exclusive, nontransferable, paid-up license, without the right to grant sublicenses, to use any Auburn Invention in SPONSOR’s internal research and development during the term of this Agreement. \n']

Why: This would harm our ability to negotiate licenses with other companies. Most companies are scared off when they find out that another has rights of first refusal.

1st response to Sponsor: delete

Confidence: 0.25969799324016246

[END POTENTIAL PROBLEMATIC LANGUAGE]

(i) The Contractor shall retain a nonexclusive royalty -free license throughout the world in each subject

invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times

specified in paragraph (c) of this clause.

The Contractor's license extends to any domes tic subsidiaries and affiliates

within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent

the Contractor was legally obligated to do so at contract award.

The license is transferable only with the written

approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the

invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve

expeditious practical application of the subject invention in a particular country in accordance with the procedures in

FAR 27.302(i)(2) and 27.304 -1(f).

(c) Contractor's obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting

Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent

matters.

The disclosure shall identify the inventor(s) and this contract under which the subject inventio n was made.

It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention.

The

disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention,

or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has

been accepted for publication.

In addition, after disclosure to the agency, the Contractor shall promptly notify the

Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on

sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the

Contracting Officer within 2 years of disclosure to the agency.

However, in any case where publication, on sale, or

public use has initiated the 1 -year statutory period during which valid patent protection can be obtained in the

United States, the period f or election of title may be shortened by the agency to a date that is no more than 60 days

prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection

Applic ation on an elected subject invention within 1 year after election.

However, in any case where a publication,

on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in

the United States, the Co ntractor shall file the application prior to the end of that statutory period.

If the Contractor

files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the

provisional application.

The Contractor shall file patent applications in additional countries or international patent

offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6

months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where

such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2),

and (c)(3) of this clause.

(d) Government's rights --(1) Ownership.

The Contractor shall assign to the agency, on written request, title to any

subject invention --

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph

(c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days

after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph

(c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times

specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor

shall continue to retain ownership in that country.

(i) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the

maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(2) License.

Problem Category: Exclusive License

Common Problems: Sponsor wants right of first refusal/first option to negotiate an exclusive license.

Preferred Language: ['Auburn hereby agrees to grant to SPONSOR a non-exclusive, nontransferable, paid-up license, without the right to grant sublicenses, to use any Auburn Invention in SPONSOR’s internal research and development during the term of this Agreement. \n']

Why: This would harm our ability to negotiate licenses with other companies. Most companies are scared off when they find out that another has rights of first refusal.

1st response to Sponsor: delete

Confidence: 0.25969799324016246

[END POTENTIAL PROBLEMATIC LANGUAGE]

If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive,

nontransferable, irrevocable, paid -up license to practice, or have practiced for or on its behalf, the subject invention

throughout the world.

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and

promptly deliver to the agency all instruments necessary to --

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the

Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to

obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, oth er than clerical and nontechnical

employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent

matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the

disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications

on subject inventions and to establish the Government's rights in the subject inventions.

The disclosure format

should require, as a minimum, the information required by paragraph (c)(1) of this clause.

The Contractor shall instr uct

such employees, through employee agreements or other suitable educational programs, as to the importance of

reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor sha ll notify the Contracting Officer of any decisions not to file a nonprovisional patent

application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or

opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or

filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety

protection app lication and any patent or plant variety protection certificate issuing thereon covering a subject

invention, the following statement, “This invention was made with Government support under (identify the contract)

awarded by (identify the agency).

The Government has certain rights in the invention.”

(f) Reporting on utilization of subject inventions.

The Contractor shall submit, on request, periodic reports no more

frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject

invention that are being made by the Contractor or its licensees or assignees.

The reports shall include information

regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor,

and other data and information as the agency may reasonably specify.

The Contractor also shall provide additional

reports as may be requested by the agency in connection with any march -in proceeding undertaken by the agency in

accordance with paragraph (h) of this clause.

The Contractor also shall mark any utilization report as

confidential/proprietary to help prevent inadvertent release outside the Government.

As required by 35 U.S.C.

202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's

permission.

(g) Preference for United States industry.

Notwithstanding any other provision of this clause, neither the Contractor nor

any assignee shall grant to any person the exclus ive right to use or sell any subject invention in the United States

unless the person agrees that any products embodying the subject invention or produced through the use of the

subject invention will be manufactured substantially in the United States.

How ever, in individual cases, the

requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that

reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that

would be likely to manufacture substantially in the United States, or that under the circumstances domestic

manufacture is not commercially feasible.

(h) March -in rights.

The Contractor acknowledges that, with respect to any subject invention in which it has retained

ownership, the agency has the right to require licensing pursuant to 35 U.S.C.

203 and 210(c), and in accordance

with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of

contract award.

(i) Speci al provisions for contracts with nonprofit organizations.

If the Contractor is a nonprofit organization, it

shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except

where an assignment is made to an organization that has as one of its primary functions the management of

inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but

through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with

35 U.S.C.

202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after

payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the

support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small

business concerns, and give a preference to a small business concern when licensing a subject invention if the

Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if

executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants

that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has

the capability and resources to carry out its plan or proposal.

The decision whether to give a preference in any specific

case will be at the discretion of the Co ntractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small

business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of

Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively

implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

(Complete according to agency instructions.)

(k) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all

subcontracts for experimental, developmental, or research work to be performed by a small business concern or

nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the

substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: referen ces to the

Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause.

The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the

subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the

parties created by this clause constitute a contract between the subcontractor and the agency with respect to the

matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any

jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.229 -8 TAXES --FOREIGN COST -REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of \*To be

completed at the task order level, when applicable , or from which the Contractor or any subcontractor under this

contract is exempt under the laws of \*To be completed at the task order level, when applicable , shall not

constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax

liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or

duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of

such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.232 -32 PERFORMANCE -BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments.

Subject to such other limitations and conditions as are

specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in

the contract's description of the basis for payment.

(b) Contractor request for performance -based payment.

The Contractor may submit requests for payment of

performance -based payments not more frequently than monthly, in a form and manner acceptable to the Contracting

Officer.

Un less otherwise authorized by the Contracting Officer, all performance -based payments in any period for

which payment is being requested shall be included in a single request, appropriately itemized and totaled.

The

Contractor's request shall contain the in formation and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance -based payment prior to successful

accomplishment of the event or performance criterion for which payment is requested.

The Contracting Officer shall

determine whether the event or performance criterion for which payment is requested has been successfully

accomplished in accordance with the terms of the contract .

The Contracting Officer may, at any time, require the

Contractor to substantiate the successful performance of any event or performance criterion which has been or is

represented as being payable.

(2) A payment under this performance -based payment clause is a contract financing payment under the Prompt

Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act.

The

designated payment office will pay approved requests on the 30th [Contracting Officer insert da y as prescribed by

agency head; if not prescribed, insert ``30th''] day after receipt of the request for performance -based payment by the

designated payment office.

However, the designated payment office is not required to provide payment if the

Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status

of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the

Contractor cert ification.

The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance -based payment does not constitute an

acceptance by the Government and does not excuse the Contractor from performance of obligations under this

contract.

(d) Liquidation of performance -based payments.

(1) Performance -based finance amounts paid prior to payment for delivery of an item shall be liquidated by d educting

a percentage or a designated dollar amount from the delivery payment.

If the performance -based finance payments

are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery

item price that was previously paid under performance -based finance payments or the designated dollar amount.

If

the performance -based finance payments are on a whole contract basis, liquidation shall be by either predesignated

liquidation amounts or a liquidation percent age.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor

shall repay to the Government the excess.

Unless otherwise determined by the Contracting Officer, such excess shall

be credited as a reduction in the unliquidated performance -based payment balance(s), after adjustment of invoice

payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance -based payments.

The Contracting Officer may reduce or suspe nd

performance -based payments, liquidate performance -based payments by deduction from any payment under the

contract, or take a combination of these actions after finding upon substantial evidence any of the following

conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h)

and (i) of this cla use).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary

course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government.

Vestiture shall be immediately

upon the date of the first performance -based payment under this contract, for property acquired or produced before

that date.

Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable

to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the

Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted

accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other

similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of

this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the

Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the

termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the

Contracting Officer's approval, provided that any significant reduction in the value of the property to which the

Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this

clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms.

If

approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed

to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for

performance), and the Contractor shall refund the related performanc e-based payments in accordance with

paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all

performance -based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is

vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government -furnished property shall not apply to property to

which the Government acquired title solely under this clause.

(g) Risk of loss.

Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for

property, the title to which vests in the Government under this clause, except to the extent the Government expressly

assumes the risk.

If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to

which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable

(if the property is part of or needed for performance), and the Contractor shall refund the related

performance -based payments in accordance with paragraph (d) of this clause.

(h) Records and controls.

The Contractor shall maintain records and controls adequate for administration of this

clause.

The Contractor shall have no entitlement to performance -based payments during any time the Contractor's

records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access.

The Contractor shall promptly furnish reports, certificates, financial statements,

and other pertinent information requested by the Contracting Officer for the administration of this clause and to

determine that an event or other criterion prompting a financing payment has been successfully accomplished.

The

Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to

examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default.

If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance -based

payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance -based payments, for all property for which the

Government elects not to require delivery under the Default clause of this contract.

The Government shall be liable

for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this

contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall

such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any

other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance -based payment.

The Contractor's request for performance -based

payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance -based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this

clause.

(m) Content of Contractor's certification.

As required in paragraph (l)(5) of this clause, the Contractor shall make the

following certification in each request for performance -based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance -based payment is true and correct; this request (and attachments) has been prepared

from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting

Officer;

(2) (Except as reported in writing on ), all payments to subcontractors and suppliers under this contract

have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ) against the property acquired or

produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's

title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the

Contractor to the Government of the most recent written information dated ; and

(5) After the making of this requested performance -based payment, the amount of all payments for each deliverable

item for which performance -based payments have been requested will not exceed any limitation in the contract, and

the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.243 -7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so

designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this

subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(b) Notice.

Problem Category: Insurance

Common Problems: Notice of Cancellation

Preferred Language: []

Why: None

1st response to Sponsor: Auburn University does not issue 30 days’ notice of cancellation.

Confidence: 0.5797386715376658

[END POTENTIAL PROBLEMATIC LANGUAGE]

The primary purpose of this clause is to obta in prompt reporting of Government conduct that the

Contractor considers to constitute a change to this contract.

Except for changes identified as such in writing and

signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing,

within calendar days from the date that the Contractor identifies any Government conduct (including actions,

inactions, and written or oral communications) that the Contractor regards as a change to the contra ct terms and

conditions.

On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or

knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment

under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on

continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are

estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to

minimize cost, delay or disruption of performance.

(c) Continued performance.

Following submission of the notice required by (b) above, the Contractor shall diligently

continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as

construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication

from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance;

provided, however, that if the Contractor regards the direction or communication as a change as described in (b)

above, notice shall be given in the manner provided.

All directions, communications, interpretations, orders and

similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting

Officer.

The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

The Contracting Officer shall promptly, within calendar days after receipt of notice,

respond to the notice in writing.

Problem Category: Insurance

Common Problems: Notice of Cancellation

Preferred Language: []

Why: None

1st response to Sponsor: Auburn University does not issue 30 days’ notice of cancellation.

Confidence: 0.24845822273736773

[END POTENTIAL PROBLEMATIC LANGUAGE]

In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the

mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the

mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise

the Contractor what additional information is require d, and establish the date by which it should be furnished and

the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the

conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part

of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be

made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly.

In the case of drawings, designs or specifications which are

defective and for which the Government is responsible, the equitable adjustment shall include the cost and time

extension for delay reasonab ly incurred by the Contractor in attempting to comply with the defective drawings,

designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

When

the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this

clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of

disposition of the property.

The equitable adjustment shall not include increased costs or time extensions for delay

resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b)

and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to

apply to cost -reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244 -2 SUBCONTRACTS (OCT 2010)

(a) Definitions.

As used in this clause --

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in

accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular

subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or

services for performance of the prime contract or a subcontract.

It includes, but is not limited to, purchase orders, and

changes and modifications to purchase orders.

(b) When this clause is included in a fixed -price type contract, consent to subcontract is required only on unpriced

contract actions (including unpriced modifications or unpri ced delivery orders), and only if required in accordance

with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any

subcontract that —

(1) Is of the cost-reimbursement, time-and-materials, or labor -hour type; or

(2) Is fixed -price and exceeds —

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space

Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the

contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space

Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting

Officer’s written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or

modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the

following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or

Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data

are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting —

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in

determining

the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data

were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of

any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used.

The explanation shall identify

each critical performance element, management decisions used to quantify each incentive element, reasons for the

incentives, and a summary of all trade -off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for

which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any

subcontract nor approval of the Contractor’s purchasing system shall constitute a determination —

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost -plus-a-

percentage -of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee

limitations in FAR 15.404 -4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt

notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be

entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart

44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during

negotiations:

S

(End of clause)

52.245 -2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an ``as-is, where is''

condition.

The Government makes no warranty regarding the suitability for use of the Government property

specified in this contract.

The Contractor shall be afforded the opportunity to inspect the Government property as

specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property.

If any or all of

the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of

the property at Contractor expense.

The Contractor shall have title to all replacement property and shall continue to

be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable

and scrap property resulting from contract performance.

Upon notification to the Contracting Officer, the

Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the

Government Property clause of this contract.

(e) Government property provided under this clause:

To be completed if GFP is provided for the performance of a task order.

(End of clause)

52.247 -1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will

be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made

that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \* and the actual total transportation charges paid to the carrier(s) by the consignor or

consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \* and the actual total transportation charges paid to the carrier(s) by the consignor or

consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no.

\*.

This may be

confirmed by contacting \*."

\* To be specified in individual task orders, when applicable

(End of clause)

52.252 -2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in

full text.

Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be

accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

(End of clause)

52.252 -6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an

authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of

"(DEVIATION)" after the name of the regulation.

(End of clause)

252.203 -7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying

areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently the DoD fraud hotline poster,

prepared by the DoD Office of the Inspector General, in common work areas within business segments performing

work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the

DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster.

If a display of a DHS fraud

hotline poster is required, th e Contractor may obtain such poster from:

http://www.dhs.gov/

(c) Display of combating trafficking in persons and whistleblower protection hotline posters.

The Contractor shall

display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters,

prepared by the DoD Office of the Inspector General, in common work areas within business segments performing

work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301 -

1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline\_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the

foreign languages that a significant portion of the employees speak.

Contact the DoD Inspector General at the

address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this

clause and ass istance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to

employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts.

The Contractor shall include the substance of this clause, including this paragraph (e), in all

subcontracts that exceed $5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.211 -7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions.

As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on

machine -readable media.

Concatenated unique item identifier means --

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data

elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise

identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique

identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number;

and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round

modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical

Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines

the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commerci al use and

has been recognized by DoD.

All DoD recognized unique identification equivalents are listed at

http://www.acq.osd.mil/dpap/pdi/uid/iuid\_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that

have machine -readable data elements to distinguish an item from all other like and unlike items.

For items that are

serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise

identifier and a unique serial number.

For items that are serialized within the part, lot, or batch number within the

enterprise ident ifier, the unique item identifier shall include the data elements of the enterprise identifier; the original

part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means --

(1) For fixed -price type line, subline, or exhibit line items, the unit price identified in the contract at the time of

delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit

cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the

Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun

& Bradstree t's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135

NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the

Coded Representation of the North American Telecommunications Ind ustry Manufacturers, Suppliers, and Related

Service Companies (ATIS -0322000) Number), European Health Industry Business Communication Council (EHIBCC)

and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency

Codes for ISO/IEC 15459, located at http://www.nen.nl/N ormontwikkeling/Certificatieschemas -en-

keurmerken/Schemabeheer/ISOIEC -15459.htm.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or

constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually

referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine -readable means an automatic identification technology media, such as bar codes, contact memory buttons,

radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of

items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a

unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the

enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never

used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assig ned by the

enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or

batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique

among all the tangible items produced by the enterprise and is never used again.

The enterprise is responsible for

ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number me ans each item of a particular part, lot, or batch number is assigned

a unique serial number within that part, lot, or batch number assignment.

The enterprise is responsible for ensuring

unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item,

assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the

same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

The

term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used.

The current list of accepted unique item identifier types is maintained at

http://www.acq.osd.mil/dpap/pdi/uid/uii\_types.html.

(b) The Contracto r shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line

items:

Contract line, subline, or exhibit line

item No.

Item description

To be completed at the task order level, when applicable.

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or

the following table:

Contract line, subline, or exhibit line

item No.

Item description

To be completed at the task order level, when applicable.

...................................

(If items are identified in the Schedule, insert ``See Schedule'' in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements,

DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for

preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on

any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data

matrix symbology that complies with ISO/IEC International Standard 16022, Information

technology --International symbology specification --Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers.

The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix

symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the

Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with

ISO/IEC In ternational Standard 15418, Information Technology --EAN/UCC Application Identifiers and Fact Data

Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with

ISO/IEC International Standard 15418, Information Technology --EAN/UCC Application Identifiers

and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance

with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of

messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434,

Information Technology -Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall --

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g.

Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized

unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch

number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD - 130,

Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the

requirements of MIL -STD -129, Military Marking for Shipment and S torage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine -readable and

conform to the applicable standards.

The contractor shall use an automatic identification technology device for this

verification that has been programmed to the requirements of Appendix A, MIL -STD -130, latest

version.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when

item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of

the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the

time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph

(c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and

Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded

subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.

\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).

\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).

\*\*

(6) Original part number (if there is serialization within the original part number).

\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).

\*\*

(8) Current part number (optional and only if not the same as the original part number).

\*\*

(9) Current part number effective date (optional and only if current part number is used).

\*\*

(10) Serial number (if concatenated unique item identifier is used).

\*\*

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under

paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph

(c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in

this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in

accordance with the clause at 252.232 -7003.

If WAWF is not required by this contract, and the

contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods --

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at

http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----- , Unique Item Identifier Report

for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts.

If the Contractor acquires by contract any items for which item unique identification is required in

accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g),

in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.216 -7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the contract schedule.

Such orders may be issued from See

Section F2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract.

In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued'' when a copy has been posted to the Electronic

Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government

deposits the order in the mail or transmits by facsimile.

Mailing includes transmittal by U.S. mail or private delivery

services.

(3) Orders may be issued orally only if authorized in the

schedule.

(End of Clause)

252.217 -7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS --BASIC

(NOV 2014)

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

\* To be completed at the task order level, when applicable.

(End of clause)

252.223 -7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

(SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph

B) of DoD 5100.76 -M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76 -M apply to the following items of AA&E being developed, produced,

manufactured, or purchased for the Government, or provided to the Contractor as Government -furnished property

under this contract:

NOMENCLATURE NATIONAL STOCK SENSITIVITY

NUMBER CATEGORY

To be determined at the task order level, when applicable.

(c) The Contractor shall comply with the requirements of DoD 5100.76 -M, as specified in the statement of work.

The edition of DoD 5100.76 -M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other

appropriate offices of the Government, access at all reasonable times into its facil ities and those of its

subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review

compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days

after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government -furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state,

and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in

connection with the performance of this contract.

(End of clause)

252.225 -7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against

Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to --

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing

business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the

foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of To be completed at the task order level, when applicable , contingent fees in

any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per

foreign military sale case.

(End of Clause)

252.225 -7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE

UNITED STATES (OCT 2015)

(a) Definitions.

As used in this clause --

Combatant Commander means the commander of a unified or specified combatant command established in accordance

with 10 U.S.C.

161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of

subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have

been afforded CAAF status through a letter of authorization.

CAAF generally include all U.S. citizen and third -

country national employees not normally residing within the operational area whose area of performance is in the

direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in

non-permissi ve environments).

Personnel collocated with

U.S. Armed Forces shall be afforded CAAF status through a letter of authorization.

In some cases, Combatant

Commander subordinate commanders may designate mission -essential host nation or local

national contractor employees (e.g., interpreters) as CAAF.

CAAF includes contractors previously identified as

contractors deploying with the U.S. Armed Forces.

CAAF status does not apply to contractor personnel in support of

applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint

force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of

contractors deploying during a contingency.

The designated reception site includes assigned joint reception centers

and other Service or private reception sites.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

Law of war means that part of international law that regulates the conduct of armed hostilities.

Problem Category: Govering Law

Common Problems: other states/countries for law

Preferred Language: ['The validity and interpretation of this Agreement and the legal relationship of the parties, will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflict of law rules or principles. Exclusive jurisdiction shall be in the State of Alabama.']

Why: As an instrumentality of the State of Alabama, Auburn University is granted sovereign immunity under Article I, Section 14 of the Alabama Constitution, and under the 11th Amendment to the United States Consitutions. Auburn University does not have the authority to waive its sovereign immunity. Further, Alabama Code makes it clear that the exclusive venue for any claim for damages against Auburn must be the Alabama State Board of Adjustment, which exists to resolve all claims against the State or any of its institutions, arising out of any contract to which its institutions are parties, where there is claimed a legal or moral obligation resting on the state.” Because of this, Auburn cannot agree to be subjected to the legal process of any jurisdiction other than the State of Alabama.

1st response to Sponsor: Revise the agreement to the preferred language

Confidence: 0.2128899507490235

[END POTENTIAL PROBLEMATIC LANGUAGE]

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

The law of war

encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens,

including treaties and international agreements to which the United States is a party, and applicable customary

international law.

Problem Category: Govering Law

Common Problems: other states/countries for law

Preferred Language: ['The validity and interpretation of this Agreement and the legal relationship of the parties, will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflict of law rules or principles. Exclusive jurisdiction shall be in the State of Alabama.']

Why: As an instrumentality of the State of Alabama, Auburn University is granted sovereign immunity under Article I, Section 14 of the Alabama Constitution, and under the 11th Amendment to the United States Consitutions. Auburn University does not have the authority to waive its sovereign immunity. Further, Alabama Code makes it clear that the exclusive venue for any claim for damages against Auburn must be the Alabama State Board of Adjustment, which exists to resolve all claims against the State or any of its institutions, arising out of any contract to which its institutions are parties, where there is claimed a legal or moral obligation resting on the state.” Because of this, Auburn cannot agree to be subjected to the legal process of any jurisdiction other than the State of Alabama.

1st response to Sponsor: Revise the agreement to the preferred language

Confidence: 0.31259345145078987

[END POTENTIAL PROBLEMATIC LANGUAGE]

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN

employees who are permanent residents in the operational area or third -country nationals not

routinely residing with U.S. Armed Fo rces (and third -country national expatriates who are permanent residents in the

operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed

Forces.

Government -furnished support to non -CAAF is typically limited to force protection, emergency medical care,

and basic human needs (e.g., bottled water, latrine facilities,

security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces.

Non-

CAAF status does not apply to contractor personnel in support of applicable operations within the

boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(b) General.

Problem Category: Insurance

Common Problems: Commercial General Liability

Preferred Language: []

Why: None

1st response to Sponsor: Auburn University is has a self-insured fund equivalent to that of comprehensive general liability insurance coverage for bodily injury liability and property damage with limits of at least $1,000,000 for each occurrence.

Confidence: 0.4494364165239821

[END POTENTIAL PROBLEMATIC LANGUAGE]

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the

United States to support U.S. Armed Forces deployed outside the United States in --

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed

by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in

dangerous or austere conditions.

Except as otherwise provided in the contract, the Contractor accepts the risks

associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor

personnel are only authorized to use force for individual self -defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law,

inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to

United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C.

106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations

where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests

of the Government to provide security because --

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with

the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable

operations.

Additionally, non -CAAF employees who are injured while in the vicinity of U.S. Armed Forces will

normally receive emergency medical and dental care.

Emergency medical and dental care includes medical care

situations in which life, limb, or eyesight is jeopardized.

Examples of emergency medical and dental care include

examination and initial treatment of victim s of sexual assault; refills of prescriptions for life-dependent drugs; repair of

broken bones, lacerations, infections; and traumatic injuries to the dentition.

Hospitalization will be limited to

stabilization and short -term medical treatment with an emphasis on return to duty or placement in the patient

movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian

facility, the Contractor shall ensure that the Government is reimb ursed for any costs associated with such treatment or

transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT) -generated letter

of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to,

from, or within the designated operational area.

The letter of authorization also will identify any additional

autho rizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

Contractor personnel who are issued a letter of

authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its

personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel

supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are

familiar with and comply with, all applicable --

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force

protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its

employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware --

(i) Of the DoD definition of ``sexual assault'' in DoD Directive 6495.01, Sexual Assault Prevention and Response

Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice

(see paragraph (e)(2)(iv) of this clause).

Other sexual misconduct may constitute offenses under the Uniform Code

of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to

the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this

clause, any alleged offenses under —

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors

serving with or accompanying an armed force in the field during a declared war or

contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed

area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with

an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following —

(i) US Army Criminal Investigation Command at http://www.cid.army.mil/reportacrime.html;

(ii) Air Force Office of Special Investigations at

http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;

(iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance

through the DoD Inspector General hotline at 800 -424-9098 or www.dodig.mil/HOTLINE/index.html.

Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement

office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights

to--

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the

documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work -breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by

a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific

requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are comp lete and acceptable.

(ii) All CAAF deploying in support of an applicable operation —

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater -specific medical qualifications as

established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s

website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military -

specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated

operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731,

International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as

``shot record'' or ``Yellow Card'') that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a

designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity

credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying.

Clearance requirements are

in DoD Directive 4500.54E, DoD Foreign Clearance Program.

For this purpose, CAAF are considered non -DoD

contactor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training.

At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD

Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF.

The basic training will be provided through —

(1) A military -run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor

personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in

the host country, that —

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States

that would constitute an offense punishable by imprisonment for more than one year if the conduct had been

engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to

the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000

(18 U.S.C.

3621, et seq .

);

(ii) Pursuant to the War Crimes Act (18 U.S.C.

2441), Federal criminal jurisdiction also extends to conduct that is

determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S.

diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C.

7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of

Military Justice under 10 U.S.C.

802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor

personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points.

CAAF shall --

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting

Officer, prior to deploying.

The deployment center will conduct deployment processing to ensure visibility and

accountability of Contractor personnel and to ensure that all deployment requirements are m et, including the

requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location.

The DRS will validate

personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief

Contractor personnel on theater -specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system,

to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant

Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph

(b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and

shall continue to use the SPOT web -based system at https://spot.dmdc.mil

to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel.

Changes to status

of individual Contractor personnel relating to their in -theater arrival date and their duty

location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall

be annotated within the SPOT data base in accordance with the timelines established

in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr\_mgt\_accountability.html.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor

personnel who jeo pardize or interfere with mission accomplishment or who fail to comply with or violate applicable

requirements of this contract.

Such action may be taken at the Government's discretion without prejudice to its rights

under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the

continuity of essential Contractor services during designated operations, unless, afte r consultation with the

Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs

withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause

and any specific Combatant Commander guidance on reporting offenses alleged to have been

committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government -issued identification, to include the Common Access

Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non -

CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by

the Combatant Commander.

If authorized to wear military clothing, Contractor personnel must —

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military

personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military -unique organizational clothing and individual equipment (OCIE)

required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary,

to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the

Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry

weapons for individual self -defense, the request shall be made through the Contracting Officer to the Combatant

Commander, in accordance with DoD In struction 3020.41, Operational Contractor Support.

The Combatant

Commander will determine whether to authorize in -theater Contractor personnel to carry weapons and what

weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the

Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapo ns—

(i) Are adequately trained to carry and use them —

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander;

and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C.

922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and

accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force -protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil

liability.

(4) Whether or not weapons are Government -furnished, all liability for the use of any weapon by Contractor

personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor’s authorization to issue

firearms, the Contractor shall ensure that all Government -issued weapons and unexpended ammunition are returned

as directed by the Contracting Officer.

(k) Vehicle or equipment licenses.

Contractor personnel shall possess the required licenses to operate all vehicles or

equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services.

If the Combatant Commander has established an organi zation for the

designated operational area whose function is to determine that certain items are scarce goods or services, the

Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in

accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will

provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the

Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee -designated next of kin in the event an

employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist

in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department

of Defense.

(o) Mortuary affairs.

Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by

the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD

Instruction 3020.41, Operational Contractor Support.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(p) Changes.

Problem Category: Personnel

Common Problems: UNIVERSITY shall use its best efforts to ensure that there are no changes in the person of the project director.

Preferred Language: ["Auburn has the personnel and facilities necessary to complete the Project. Auburn will undertake the Project through its Department of: \*\*\*. Auburn's Principal Investigator for the Project is: \*\*\*."]

Why: The word "best" has legal implications in contract law. A court could hold that a party subject to an efforts provision was obligated to make efforts out of proportion to the benefits to it under the contract in question.

1st response to Sponsor: change to reasonable

Confidence: 0.23076792961123066

[END POTENTIAL PROBLEMATIC LANGUAGE]

In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting

Officer may, at any time, by written order identified as a change order, make changes in the place of performance or

Government -furnished facilities, equipment, material, services, or site.

Any change order issued in accordance with

this paragraph (p) shall be subject to the provisions of the Changes clause of this contr act.

(q) Subcontracts.

The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all

subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed

outside the United States in--

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by

the Secretary of Defense.

(End of clause)

252.225 -7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE

THE UNITED STATES (JUN 2015)

(a) Definition.

United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying

areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or

traveling outside the United States under this contract, shall --

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory

basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country

nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontract or personnel, antiterrorism/force protection awareness information

commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and

their families, to the extent such information can be made available prior t o travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and

subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA -AT;

telephone, DSN 222-9832 or commercial (703) 692 -9832.

(End of clause)

252.232 -7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) \* is/are incrementally funded.

For this/these item(s), the sum of $ ------ \*of

the total price is presently available for payment and allotted to this contract.

An allotment schedule is set forth in

paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which

the to tal amount payable by the Government, including reimbursement in the event of termination of those item(s)

for the Government's convenience, approximates the total amount currently allotted to the contract.

The Contractor

is not authorized to continue work on those item(s) beyond that point.

The Government will not be obligated in any

event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of

anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE

GOVERNMENT."

As used in this clause, the total amount payable by the Government in the event of termination

of applicable contract line item(s) for convenience includes costs, profit and estimated termination settle ment costs

for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will

notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's bes t

judgment, the work will reach the point at which the total amount payable by the Government, including any cost for

termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for

performance of the applicable item(s).

The notification will state (1) the estimated date when that point will be

reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up

to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed

upon substitute date.

The notification will also advise the Contracting Officer of the estimated amount of additional

funds that will be required for the timely performance of the i tem(s) funded pursuant to this clause, for subsequent

period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the

parties.

If after such notification additional funds are not allotted by the date iden tified in the Contractor's

notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional

funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE

CONVENIENC E OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph

(a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds.

The

provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and

agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in

amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the

Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional

funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing,

and ceiling prices where applicable) of the item(s), or in the time of delivery, or both.

Failure to agree to any such

equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause

entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract

line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled

"DEFAULT."

The provisions of this clause are limited to work and allotment of funds for the contract line item(s)

set forth in paragraph (a) of th is clause.

This clause no longer applies once the contract if fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or

(e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract

entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise

prohibited under 31 U.S.C.

1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following

schedule:

On execution of contract $--

(End of clause)

252.234 -7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

(a) Definitions.

As used in this clause --

Acceptable earned value management system means an earned value management system that generally complies with

system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value

management system guidelines in the ANSI/EIA -748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of th e

Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria.

In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American

National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems

(ANSI/EIA -748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the

Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data

items of this contract.

(c) If this contract has a value of $50 million or more, the Contractor shall use an EVMS that has been determined to

be acceptable by the Cognizant Federal Agency (CFA).

If, at the time of award, the Contractor's EVMS has not been

determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause,

the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones

in the Contractor's EVMS plan.

(d) If this contract has a value of less than $50 million, the Government will not make a formal determination that

the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA -748

with respect to the contract.

The use of the Contractor's EVMS for this contract does not imply a Government

determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA -748 for

application to future contracts.

The Government will allow the use of a Contractor's EVMS that has been formally

reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA -748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the

impact of those changes to the CFA.

If this contract has a value of $50 million or more, unless a waiver is granted by

the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation.

The

CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30

calendar days) after receipt of the Contractor's notice of proposed changes.

If the CFA waives the advance approval

requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective

date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be

conducted not later than 180 calendar days after --

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for

performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work

activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly

authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and

continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract perfor mance, the Contractor shall submit a request for approval to initiate an over -

target baseline or over-target schedule to the Contracting Officer.

The request shall include a top-level projection of

cost and/or schedule growth, a determination of whether o r not performance variances will be retained, and a

schedule of implementation for the rebaselining.

The Government will acknowledge receipt of the request in a

timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant

deficiencies.

The initial determination will describe the deficiency in sufficient detail to allow the Contractor to

understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that

identifies significant deficiencies in the Contractor's EVMS.

If the Contractor disagrees with the initial

determination, the Cont ractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the

Contracting Officer's final determination concerning --

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value

management system guidelines in the ANSI/EIA -748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by

the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management

system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA -748 standards (guidelines

1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32).

When the Contracting Officer determines that the existing

earned value management system contains one or mo re

significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA -748 standards, the contracting

officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor

shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an

acceptable corrective action plan showing milestones and actions to eliminate the

significant deficiencies.

(j) Withholding payments.

If the Contracting Officer makes a final determination to disapprove the Contractor's

EVMS, and the contract includes the clause at 252.242 -7005, Contractor Business Systems, the Contracting Officer

will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to

comply with EVMS requirements as follows:

(1) For subcontracts valued at $50 million or more, the following subcontractors shall comply with the requirements

of this clause:

Major subcontractors as listed in Attachment 06 of the contract

(2) For subcontracts valued at less than $50 million, the following subcontractors shall comply with the

requirements of this clause, excluding the requirements of paragraph (c) of this clause:

Major subcontractors as listed in Attachment 06 of the contract

(End of clause)

252.235 -7010 Acknowledgment of Support and Disclaimer.

(MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material

based on or developed under this contract, stated in the following terms: This material is based upon work supported

by the to be determined at the task order level when applicable under Contract No.

W9113M -16-D-0003 .

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices

or disclaimers by the Contractor, also conta in the following disclaimer: Any opinions, findings and conclusions or

recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the

Army Contracting Command - Redstone .

(End of clause)

252.237 -7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions.

As used in this clause -

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support

mission -essential functions, such as support of vital systems, including ships owned, leased, or operated in support

of military missions or roles at sea; associated support activities, including installation,

garrison, and base support services; and similar services provided to foreign military sales customers under the

Security Assistance Program.

Services are essential if the effectiveness of defense systems or operations has the

potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional

commander or civilian equivalent.

(2) Mission -essential functions means those organizational activities that must be performed under all circumstances

to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or

civilian equivalent.

Failure to perform or sustain these functions would significantly affect DoD's ability to provide

vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as

essential contractor services in support of mission -essential functions.

These services are listed in attachment -\*-,

Mission -Essential Contractor Services, dated -\* ---- --.

\* \*To be completed at the task order level, when applicable.

(c)(1) The Mission -Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary.

The Contractor shall provide all plan updates to the

Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills

associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services

identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance

with its Mission -Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified

in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting

Officer or other designated representative as expeditiously as possible and use

its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or

contract support from other contractors, or to enter into new contracts for essential contractor services.

[POTENTIAL PROBLEMATIC LANGUAGE DETECTED]

(f) Changes.

Problem Category: Personnel

Common Problems: UNIVERSITY shall use its best efforts to ensure that there are no changes in the person of the project director.

Preferred Language: ["Auburn has the personnel and facilities necessary to complete the Project. Auburn will undertake the Project through its Department of: \*\*\*. Auburn's Principal Investigator for the Project is: \*\*\*."]

Why: The word "best" has legal implications in contract law. A court could hold that a party subject to an efforts provision was obligated to make efforts out of proportion to the benefits to it under the contract in question.

1st response to Sponsor: change to reasonable

Confidence: 0.23076792961123066

[END POTENTIAL PROBLEMATIC LANGUAGE]

The Contractor shall segregate and separately identify all costs incurred in continuing performance of

essential ser vices in a crisis situation.

The Contractor shall notify the Contracting Officer of an increase or decrease

in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any

additional period that the Contr acting Officer approves in writing, but not later than the date of final payment under

the contract.

The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data

supporting the increase or decrease in the form prescribed by the Contracting Officer.

The parties shall negotiate an

equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of

the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the

essential services.

(End of clause)

252.239 -7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND

SERVICES (DEC 1991)

(a) Definitions.

As used in this clause --

(1) "Securing" means the application of Government -approved telecommunications security equipment, devices,

techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or mod ification of which, or unauthorized

access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which

individuals are entitled under 5 U.S.C.

552a (the Privacy Act), but which has not been specifically authorized under

criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or

foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management

information systems and local data networks that connect to external transmission media, when employed by

Government agencies, contractors, and subcontractors to transmit --

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and

control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during

telecommunications and requires the Contractor to secure telecommunications systems.

The Contractor agrees to

secure information and systems at the following location: \*

(c) To provide the security, the Contractor shall use Government - approved telecommunications equipment, devices,

techniques, or services.

A list of the approved equipment, etc.

may be obtained from \*.

Equipment, devices,

techniques, or services used by the Contractor must be compatible or interoperable with \*.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications

security equipment, d evices, techniques, or services necessary to perform this contract.

The Contractor must meet

ownership eligibility conditions for communications security equipment designated as controlled crytographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require

securing telecommunications.

\*To be completed at the task order level when applicable

(End of clause)

252.251 -7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or

Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and

authorization.

Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal

Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued

under a Federal Supply Schedule contract shall control.

In the event of any other inconsistencies between an

Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the

Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General

Services Administration (GSA) Office of Information Resources Management, for automated data processing

equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, t he

Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP

procedures, as appropriate;

(2) Use only the GSA Form 1948 -A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly.

For purchases made from DoD supply sources, this

means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplemen t

(DFARS) 251.105).

For purchases made from DoD supply sources, this means within 30 days of the date of a proper

invoice.

The Contractor shall annotate each invoice with the date of receipt.

The Contractor's failure to pay may also

result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting

Officer terminating the Contractor's authorization to use DoD supply sources.

In the event the Contracting Officer

decides to terminate the authorization due to th e Contractor's failure to pay in a timely manner, the Contracting

Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the

basis for such action.

The Contractor shall have 10 days after receipt of the Government's notice in which to provide

98

additional information as to why the authorization should not be terminated.

The termination shall not

provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance

with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non -reimbursable basis only, place

orders by authorizing contract number using the Defense Logistics Management System (DLMS)

Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by

authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and

Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply

sources.

The Contracting Officer will not grant authorizations for subcontractor use without

approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor

payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address To be completed at the task order level when applicable : Government

Remittance Address To be completed at the task order level when applicable.

:

(End of clause)

99

APPENDIX A

MANDATORY TRAINING FOR CONTRACTOR EMPLOYEES

1.

The table below provides a current list of mandatory training requirements applicable to contractor

employees (prime contractor and subcontractor) that provide unescorted access support in USASMDC, ACC and

JFCC IMD (or other Government) facilities, have access to Army networks, or access to developmental or

operational information relating to Army current or future capabilities.

(Contr actor employees who provide

temporary, intermit facility support [for example, electrician, plumbing, and HVAC specialists] are not required to

complete mandatory training requirements).

Note that other mandatory training requirements may arise via

mandate s such as operational orders, policies, regulations, etc., that contractor employees shall complete without the

need for modification to the table below.

2.

The prime contractor (or subcontractor as applicable) will maintain all training certifications.

M andatory

training will be tracked by the prime contractor and reported as a percent completed in a quarterly report via an

appropriate CDRL or other mechanism directed by the cognizant COR.

If requested by a COR, the prime contractor

will provide the date a contractor employee completed a training requirement.

Requirement Location of Training

Derivative Classification and Markings -

https://jkosupport.jten.mil/html/COI.xhtml?course\_prefi

x=JS&course\_number= -US066

Joint Knowledge Online course

Foreign Disclosure - Course Number J30P -US1391

-

https://jkosupport.jten.mil/html/COI.xhtml?course\_prefi

x=J3O&course\_number=P -US1391

Joint Knowledge Online course

Information Security Refresher Training -

https:// www.lms.army.mil/ Mandatory training tab in Army Learning

Management System

Antiterrorism Training (AT Level 1)

https://jkosupport.jten.mil/html/COI.xhtml?course\_prefi

x=JS&course\_number= -US007 Joint Knowledge Online course

Operations Security (OPSEC) -

https:// www.lms.army.mil/ Mandatory training tab in Army Learning

Management System

Threat Awareness & Reporting Program (TARP) -

https:// www.lms.army.mil/ Mandatory training tab in Army Learning

Management System

Fire Extinguisher – Electrical Safety – PDF

provided Review PDF provided; take a screen shot of last

page for evidence of completion and submit to

contractor supervisor or representative as

directed

Controlled Unclassified Information -

https://securityhub.usalearning.gov/index.html or

https:// www.dodcui.mil/Home/Training/ Security Awareness Hub or DoD CUI Program

Access to the Army Learning Management System (ALMS) website with CAC or username and password is

available at https://www.lms.army.mil/ Access to the Joint Knowledge Online (JKO) w ebsite with CAC or username

and password is available at https://jkosupport.jten.mil/