

LABORATORY FOR ANALYTIC SCIENCES (LAS) MASTER SUBCONTRACT AGREEMENT

SUBCONTRACT NUMBER

xxxx-xxxx-xx

Between

NORTH CAROLINA STATE UNIVERSITY
(Prime Contractor)

And

(Subcontractor)

Issued Under Prime Contract No.: H98230-13-D-0054

THIS LAS MASTER SUBCONTRACT AGREEMENT is entered into, effective as of , 2015 by and between North Carolina State University, whose address is Box 7514, 2701 Sullivan Dr., Raleigh, NC 27695-7514 (hereinafter referred to as "NCSU") and Company Name, whose address is (hereinafter referred to as "SUBCONTRACTOR" and "RECIPIENT"). The Subcontractor/Recipient and NCSU shall be collectively hereinafter referred to as the "Parties".

WHEREAS, in consideration of the mutual promises, covenants, and agreements herein set forth, the Parties agree that Subcontractor shall perform the services set forth on individual Delivery Orders issued by the Prime Contractor and that the rights and obligations of the Subcontractor under this Subcontract Agreement shall be subject to and governed by the Terms and Conditions, Federal and State laws, Small Business Administration regulations as applicable, and the pertinent provisions of Prime Contract number H98230-13-D-0054 between the Contractor and the Federal Government ("Government" or "Sponsor"), incorporated herein by reference, and other documents or specifications attached hereto or referenced herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS SUBCONTRACT AGREEMENT AS OF THE DATES SET FORTH BELOW.

Subcontractor

NORTH CAROLINA STATE UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date of Execution: , 2015

Signature: _____

Name: Ginny Moser

Title: Director Sponsored Programs

Date of Execution: _____

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the Parties hereto mutually agree as follows:

HEADINGS

The headings used in this Agreement, including all Attachments and Exhibits thereto, shall be read as references only and shall not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of this Agreement. The headings contained herein are for reference purposes only and are not intended for any other purpose.

CONTENTS

This Contract and Agreement (hereinafter referred to as "SUBCONTRACT"), shall consist of this Signature Document and the following documents, Subcontract Delivery Orders (SDOs), attachments, exhibits, drawings, and specifications referred to therein, all of which by this reference are incorporated herein and made a part of this Contract. All items will be identified by the Subcontract number above and SDOs will be assigned an SDO award number:

Part I- Schedule	Part IV- Supplemental Contract Provisions
Part II- General Provisions	Section J – Attachments and Exhibits
Part III- Government Provisions	Subcontract Delivery Order(s)

Said Documents set forth the entire Subcontract and Agreement between the Parties pertaining to said Work and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the date of execution of the Subcontract and Subcontract Delivery Order(s), pertaining to said Work. The provisions of this Subcontract may be changed only by writing, executed by the Parties to this Subcontract.

ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence to the terms of the applicable provisions and clauses (FAR/DFAR/MPO*) in this agreement which have been flowed down from the Prime Contract.

Notwithstanding the above, the following order of precedence shall govern in the event of a conflict between this Subcontract and Subcontract Delivery Orders:

Subcontract Delivery Order, followed in order by Parts III, IV, II and I of this Contract.

****MPO is the Maryland Procurement Office, the procurement office for our client Government agency***

PART I - SCHEDULE

1.1 SCOPE OF WORK

The Subcontractor (also denoted as the Recipient or Subrecipient) shall provide the necessary materials, facilities, equipment, and service of skilled professional engineering and technical personnel to fulfill the requirements as specified in the Laboratory for Analytic Sciences (LAS) Subcontract Delivery Order (SDO).

All work performed or cost incurred under this subcontract shall be authorized through the issuance of a written Subcontract Delivery Order (SDO) by NCSU's designated Subcontract Manager or designee as set forth below in Section 1.5. SDOs issued shall be within the scope of work of this master subcontract agreement for data and analytic science support services. The Subcontractor shall not perform work without a written, fully executed Subcontract Delivery Order. All SDOs issued are subject to the terms and conditions of this Master Subcontract. The Subcontract Delivery Order shall control in the case of inconsistencies or conflicts with this Subcontract.

1.2 SUBCONTRACT TYPE

This is an IDIQ/ cost-reimbursement subcontract with formal Subcontract Delivery Orders (SDOs) to be authorized by NCSU. SDOs will be cost-reimbursement delivery orders, provided such costs (labor rates, indirect rates and fee) are approved by DCAA and the Government Contracting Official for the Prime Sponsor, or (at the discretion of the Government) such costs are determined by the NCSU Subcontract Manager to be fair and reasonable.

The subcontractor shall provide all materials, labor, equipment, and facilities, as specified and authorized in the SDO to be furnished, and shall do all that is necessary or incident to the satisfactory and timely delivery of the contractual requirements of the Work specified in the SDO.

1.3 TERM OF SUBCONTRACT

The Term of this Subcontract is from the effective date of this agreement through 12 May 2018. Subcontract yearly periods applicable are noted below to correspond with the Prime contract periods as follows:

Year 1 is from 29 October 2013 through 12 May 2014.
Year 2 is from 13 May 2014 through 12 May 2015.
Year 3 is from 13 May 2015 through 12 May 2016.
Year 4 is from 13 May 2016 through 12 May 2017.
Year 5 is from 13 May 2017 through 12 May 2018.

This Master Agreement runs through the end of Year 5 (12 May 2018), unless terminated earlier under the terms of the contract. The periods above are not Option Years, they comprise the Term of this agreement, starting on the effective date of this agreement.

Each Subcontract Delivery Order (SDO) will have a stated Period of Performance.

1.4 PLACE OF PERFORMANCE

All work herein shall be performed at the Subcontractor's facility or in space provided by NCSU or in Government designated facilities, as mutually agreed upon by NCSU and Subcontractor, and as stated on each SDO.

1.5 SUBCONTRACT MANAGER

In regard to all administrative and contractual matters relating to this Subcontract, the Parties hereby appoint the persons listed below, or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations to effect changes to any portion of this Subcontract:

NCSU	Subcontractor:
Name: Melody Graves	Name:
Title: LAS Subcontracts Manager	Title:
Address: 1021 Main Campus Drive, Campus Box 7007 Raleigh, NC	Address:
Email: mjgraves@ncsu.edu	Email:
Telephone: 919-515-6115	Telephone:

1.6 LABORATORY PRINCIPAL INVESTIGATOR & PROGRAM MANAGER

In regard to the LAS program matters (delivery, schedule and technical performance), NCSU hereby appoints the person(s) listed below as its designated point(s) of contact:

LAS Principal Investigator	LAS Program Manager
Name: Alyson Wilson	Name: Forrest Allen
Address: 1021 Main Campus Drive, Campus Box 7007 Raleigh, NC 27606	Address: 1021 Main Campus Drive, Campus Box 7007 Raleigh, NC 27606
Email: agwils02@ncsu.edu	Email: forrest_allen@ncsu.edu
Telephone: 919-515-1901	Telephone: 919-513-0484

Only NCSU's designated Program Manager and Principal Investigator, are authorized to provide program and technical guidance hereunder. NCSU reserves the rights to change the designees as required and shall notify the Subcontractor in writing upon doing so. Changes to either Party's personnel noted in this Agreement and any subject SDO, may be done so in writing, with the following qualification – replacement personnel for subcontractor's noted key personnel or Principal Investigator(s) requires advance approval by NCSU's Program Manager or Principal Investigator (as detailed in MPO clause H.36, 352.290-9006, Utilization of Project Personnel). The NCSU Program Manager and Principal Investigator have the authority to monitor areas of the service performed under all SDOs. This includes visits to the place of performance, meetings, and telephone conversations with personnel, inspection, technical direction or acceptance of the subcontracted items or services, and other duties as required to ensure compliant performance.

Unless otherwise specified, all program and technical correspondence and reports related to each SDO shall be delivered to the NCSU LAS Program Manager and Principal Investigator.

1.7 SUBCONTRACTOR REPRESENTATIVES

The following individuals are authorized representatives of the Subcontractor:

Subcontractor Contracts Representative	Subcontractor Principal Investigator*
Name:	Name:
Title:	
Address:	Address:
Email:	Email:
Telephone:	Telephone:

**A Subcontractor Project Manager may also be identified on each SDO*

1.8 LIMITATION OF OBLIGATION

Provisions of services under this Subcontract will be authorized through issuance of individual Subcontract Delivery Orders (SDOs), each of which shall be considered a part of this Subcontract. The cumulative amount of all SDOs issued hereunder comprises the funds authorized to cover performance of this Agreement. However, each SDO is individually funded and funding shall not be shared between SDOs. NCSU shall not be obligated to compensate Subcontractor for any work performed or expenses incurred under any SDO, in excess of the amounts set forth for those services in that SDO.

SDOs shall be issued by NCSU's LAS Subcontract Manager. Each SDO shall include a ceiling amount, beyond which the Subcontractor shall not incur costs.

1.9 INDEFINITE QUANTITY

Delivery or performance shall be made only in the time and manner as authorized by SDOs issued in accordance with the Schedule. The Subcontractor shall furnish to NCSU, when ordered, the supplies or services specified and including the quantity designated in the individual SDO as the maximum. The minimum quantity of supplies or services that NCSU shall order may be designated by the initial SDO issued under this Subcontract.

All SDOs furnished to the Subcontractor shall be incorporated in and made a part of, this Subcontract. Any SDO issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time period specified in the SDO. The Subcontract terms stated herein shall govern the Subcontractor's and NCSU's rights and obligations with respect to that SDO.

1.10 SUPPLIES/ SERVICES CLAUSES

The clauses set forth below are hereby incorporated by reference in this Subcontract. The obligations of NCSU to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to NCSU. Clauses referenced below shall be those in effect on the effective date of this Subcontract. If there is a conflict or addition to a clause in effect on the effective date of this Subcontract and a clause of the Prime Contract, the Prime Contract clause shall govern.

Wherever necessary to make the context of the following FAR, DFAR and MPO clauses applicable to, and in performance of this Contract, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, the term "Disputes" shall mean claims, and the terms "Government", "Contracting Officer", and equivalent phrases shall mean "NCSU".

1.11 TRAVEL

All travel and travel-related costs require advance prior written approval by the Government or the Prime, which shall not be unreasonably withheld. Foreign travel requests must be submitted in advance to NCSU's Subcontracts Manager for approval by the Government client. When authorized and funded by the Prime under a SDO, travel and travel-related costs shall be proposed and reimbursed in accordance with Federal Travel Regulation, Joint Travel Regulations and applicable FARs. Airfares shall be reimbursed at net rates not exceeding lowest available coach fare. Automobile rental shall be for a compact or economy size vehicle, unless an exception is approved.

The cost for per diem (lodging, meals, and incidental expenses) and personal automobile mileage reimbursement shall not exceed those rates authorized by the U.S. Government Joint Travel Regulations in effect during the time of such travel. See <http://www.defensetravel.dod.mil/perdiem/trvlregs.html> for guidance.

The use of privately owned (non-commercial) aircraft is not authorized under the Subcontract.

1.12 OTHER DIRECT COSTS (ODCs)

Subcontractor purchase of other direct costs (ODCs) shall not be reimbursable under this subcontract without the prior written approval of NCSU's Subcontracts Manager. Reimbursement of said prior approved other direct costs shall be paid at Subcontractor's actual costs plus applicable indirect burden. No FEE shall be included. All appropriate indirect costs allocated to ODCs shall be in accordance with the Subcontractor's usual accounting procedures consistent with FAR 16.601 and FAR Part 31.

1.13 INVOICING INSTRUCTIONS AND PAYMENT

Subcontractor must request payment, via invoices, for allowable costs incurred monthly from NC State's Subcontracts Manager. Invoices must include the Subcontract Delivery Order number; the period covered by the invoice and must show the same level of cost detail as in the approved proposal budget. Invoices must show expenditures for the current period and the cumulative amount to date. The invoice must include a certification by an authorized official as to truth and accuracy of the invoice. Invoices should be submitted by the 10th day of each month, if possible.

Subcontractor must submit an invoice marked "FINAL," not later than forty five (45) days after Subcontract Delivery Order end date. Notwithstanding any terms and conditions or other provisions contained in the final invoice or any accompanying correspondence, the final invoice and/or financial statement constitutes Subcontractor's final request for reimbursement and upon its payment by NCSU, NCSU is released from obligations, claims and demands arising from the Subcontract Deliver Order. If adverse audit finding concerning the Subcontract Deliver Order are discovered, both NCSU and Subcontractor understand that all payments are provisional and subject to adjustment. Subcontractor will be entitled to payment from NCSU of FINAL invoice even if there are circumstances that may hinder Subcontractor from timely submission of FINAL invoice, provided Subcontractor informs NCSU of subject delay once Subcontractor becomes aware of the delay.

PART II- GENERAL PROVISIONS

2.0 SCOPE OF WORK CHANGES

A. The Scope of Work shall be subject to changes by NCSU. Such changes shall be by additional and/or revised specifications, exhibits, or written modifications.

B. If Subcontractor believes that a modification of the Subcontract price or schedule is justified, whether as a result of a change made pursuant to the above section or as a result of any other circumstances, then Subcontractor shall give NCSU written notice of the same within seven (7) days after such event. Within fourteen (14) days after such event, Subcontractor shall supply a written statement supporting Subcontractor's claim, which statement shall include Subcontractor detailed estimate of the effect on the Subcontract and Schedule. Subcontractor agrees to continue performance of the Work during the time any claim hereunder is pending. Subcontractor may not be paid for unreported claims in accordance with this Section

C. Any information or direction received by the Subcontractor which would result in a change to the terms of the Subcontract shall be coordinated with NCSU prior to implementation. No changes to the scope, or within the scope, of this Subcontract, which would effect a material change in any term or provision of this Subcontract, shall be made, except by a modification executed by both Parties. It is the responsibility of the Subcontractor to insure that all Subcontractor personnel are knowledgeable and cognizant of this Subcontract provision. Changes to Subcontract effort accepted and performed by the Subcontractor personnel outside of the Subcontract, without specific authorization by NCSU, shall be the responsibility of the Subcontractor.

2.1 OPTION TO TERMINATE CLAUSE

FAR 52.249-05 Termination for Convenience of the Government is in effect for Termination by Convenience.

2.2 TERMINATION FOR DEFAULT

In the case of Termination for Default, both Parties agree that FAR 52.249-06, Termination (Cost Reimbursement) applies to Cost-reimbursement subcontracts. A waiver by NCSU of one default of Subcontractor shall not be considered to be waiver of any subsequent default.

2.3 INSPECTION

All effort required by this Subcontract shall be delivered in accordance with the terms of the Subcontract, SDO, and the SDO Statement of Work (SOW). All effort contained in the SOW is subject to reasonable inspection by NCSU and the Government for compliance with the Statement of Work, notwithstanding any prior payment. Such inspection may be made at a reasonable time Monday through Friday, 8am to 5pm during performance, and within a reasonable time frame after completion of the SDO.

2.4 CONTRACTUAL RELATIONSHIP

A. Subcontractor agrees that it is appropriately experienced, qualified, equipped, organized, and financed to perform the Work provided for herein. Subcontractor agrees that it is properly licensed and qualified to do business in all Governmental jurisdictions in which the Work is to be performed. Nothing contained in the Subcontract or any Contract awarded by Subcontractor shall create any contractual relationship between any lower tier Subcontractor and NCSU or Government. Subcontractor agrees that Subcontractor is an independent contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve NCSU of any responsibility or liability for treating Subcontractor's employees as employees of NCSU for the purpose of their safety or of keeping records, making reports, or paying of any payroll taxes or contribution. The Subcontractor further agrees, as regards to the Work under the Subcontract, that it will and have available all necessary records, reports, collections, and deduction, and otherwise do any and all things

so as to fully comply with all Federal, State, and Local laws, ordinances and regulations as they affect performance of the Subcontract.

B. The employees of the Subcontractor shall not be treated as employees of NCSU with respect to the services performed hereunder for Federal or State tax purposes.

C. Subcontractor shall pay all persons, firms or corporations having contracts with the Subcontractor all just claims due them for labor performed, services rendered or materials furnished in the performance of this Agreement.

2.5 ASSIGNMENTS AND SUBCONTRACTS

Any attempt by Subcontractor to assign or contract this Subcontract in whole or in part, without first obtaining NCSU's written consent, shall be voidable at the option of NCSU. However, Subcontractor shall have the right to assign or sublicense in whole or in part any of this Agreement and Subcontract Delivery Orders, specifically related to work to any of its Subsidiaries as defined below:

"Subsidiary" will mean a corporation, company, or other entity:

- i. more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity will be deemed to be a Subsidiary only so long as such ownership or control exists; or
- ii. which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity will be deemed to be a Subsidiary only so long as such ownership or control exists.

2.6 GRATUITIES

The Parties, their employees, agents, or representatives shall not offer or give to an officer, official, or employee of the other Party or Government, gifts, entertainment, payments, loans, or other gratuities to influence the award of Contract, or obtain favorable treatment under a Contract. Violation of this Article may be deemed by either Party to be a material breach of the Subcontract.

2.7 DISPUTES

If any part of this Agreement is determined to be unlawful or unenforceable, the other portions shall remain in force and shall be interpreted as if the unlawful or unenforceable portion never was a part of this Agreement, unless such an interpretation would be unconscionable.

2.8 LAWS AND REGULATIONS

A. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina as amended from time to time disregarding any choice of Law provisions that would require application of the substantive laws of another state. Any litigation relating to or arising out of this Agreement shall be filed in U.S. federal court in North Carolina, and Contractor and Subcontractor hereby consent to the jurisdiction of the state and federal courts in the State of North Carolina. The Parties expressly waive the right to trial by jury in any matter which arises under this Agreement.

B. Subcontractor shall comply with all applicable laws of the United States of America, the State of North Carolina, and the administrative regulations of the U.S. Federal Government, as they may be revised from time to time; including but not limited to those related to bribery, kickbacks, fraud, procurement integrity, discussions with and gratuities or other payments made or offered to government employees or

officers or representatives, conflicts of interest, truth in negotiations, equal employment opportunity, interference with contractual relations, payment of taxes, mail or wire fraud, and laws related to environmental protection. Neither Party shall take any action that would cause, or tend to cause, the other to violate or fail to comply with any applicable law or administrative regulation

C. Export: Each Party agrees to comply and to reasonably assist the other in complying with applicable government export and import laws and regulations. Further, each Party agrees that unless authorized by applicable government license or regulation, including but not limited to U.S. authorization, it will not directly or indirectly export or re-export, at any time, any technology, software and/or commodities furnished or developed under this Agreement, or any other agreement between the Parties, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations.

This section will survive after termination or expiration of this Agreement.

D. Subcontractor shall secure, at its own expense, all licenses, clearances, and permits needed so that it may lawfully perform its duties under the Work.

E. Subcontractor acknowledges that no person or selling agency has been retained to secure this Agreement upon any arrangement for a commission, percentage, brokerage, or contingent fee; and that no such fees are included in the Subcontractor's price.

2.9 WAIVER OF RIGHTS

Failure of NCSU to insist upon strict adherence to any and all of the terms or conditions of this Agreement, or failure or delay in exercise of right or remedy and shall not prevent or impair the right of NCSU to insist upon strict and timely performance in the future.

2.10 SECURITY REQUIREMENTS

A. Neither Party nor any of their employees shall disclose or cause to be disseminated any information concerning the operations of any government activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

B. Unless authorized under the terms of this Agreement, disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to either Party, their agents or employees will become subject to criminal liability under Chapter 37, Title 18 of the United States Code.

C. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this Subcontract, the resolution of which may require the dissemination of official information, will be directed to the appropriate Party.

D. Deviations from or violations of any of the provisions of this section will, in addition to all other criminal and civil remedies provided by law, subject the Subcontractor to termination for default and/or the individuals involved to a withdrawal of a Party's acceptance and approval of employment.

2.11 NON-SOLICITATION OF PERSONNEL

It is expressly agreed and understood that neither Party will actively solicit for hire the personnel of the other Party for the purposes of inducing them to join such Party's employ during the course of this Subcontract, and for a period of six months thereafter, without the prior written agreement of such other Party. Either Party, however, may approach or have employment discussions with employees of the other Party who respond to or apply for positions offered through the normal process of general public advertisement (including without limitation advertisement over the internet).

2.12 INVENTIONS, COPYRIGHT, DATA RIGHTS, & CONFIDENTIALITYInventions:

- A. The Parties agree to abide by the applicable United States regulations governing patents and inventions issued by the US Department of Commerce at 37 CFR 401, wherein the rights of the Federal Government are established. Any invention, discovery, idea, design, concept, technique, or improvement, which is or may or may not be patentable or otherwise protectable under Title 35 of the United States Code and is made or conceived or first reduced to practice in the performance of the research or other work performed under this Agreement, or any patent to be granted on such Invention (hereinafter called "Invention") shall be jointly or individually owned by Subcontractor and/or NCSU in accordance with the following criteria:
- 1) Title to any Invention made or conceived jointly by employees of both Subcontractor and NCSU in the performance of the Research and work under this Agreement (hereinafter called "Joint Invention") shall vest jointly in NCSU and Subcontractor.
 - 2) Title to any Invention made or conceived solely by employees of either Subcontractor or NCSU in the performance of the Research and work under this Agreement (hereinafter called "Sole Invention") shall vest solely in the Party whose employees or students made or conceived such Invention or discovery subject to the following grants.
 - 3) Any joint Invention shall be jointly owned, title to all patents issued thereon shall be joint, all expenses (including those related to preparation, prosecution and maintenance) shall be jointly shared (except as provided below), and each Party shall have the right to license and/or assign its ownership interest to third parties thereunder without need for consent from or notice or accounting to the other Party. Where one Party elects not to or does not share equally in the expenses for a Joint Invention, the other Party shall have the right to seek or maintain such protection for such Joint Invention at its own expense and shall have full control over its preparation, prosecution and maintenance, even though title to any issuing patent will be joint. The Parties agree to cooperate in the filing of any patent applications for all Joint Inventions.
- B. The Subcontractor will, within 2 months after their inventor makes a written disclosure, submit a written report to the NCSU Subcontracts Manager (Block 11 of the SDO), identifying the Subcontract Deliver Order number, date of disclosure by Subcontractor's PI, and a brief (non-disclosing) description, identifying the purpose of the invention. Subcontractor will concurrently make a full disclosure directly to the Prime Sponsor in accordance with this Agreement. Subcontractor grants to the Federal Government the rights established in this Agreement and grants to NCSU, an irrevocable, royalty-free, non-exclusive right and license to use and practice the invention to the extent required to meet NCSU's obligations under this Agreement, in addition to the rights granted elsewhere in this Agreement.
- C. Each Party grants the other Party a license to Sole Inventions created under this Agreement, where such license will be a fully paid up, nonexclusive, nontransferable, and royalty-free license, with the limited rights to grant revocable or irrevocable sublicenses to its Subsidiaries with the same limited rights, such rights are solely for internal research and development services. Notwithstanding the foregoing, NCSU retains the right, on behalf of itself and all other non-profit academic or governmental research institutions, to make and use Sole Inventions for non-commercial research purposes, including sponsored research and collaborations. As used herein, the term "non-commercial research purposes" means the use of Sole Inventions for academic research or other not-for-profit or scholarly purposes which are undertaken at a non-profit or governmental institution that does not use Sole Inventions in the production or manufacture of products for sale or the performance of services for a fee.
- D. The Subcontractor will submit a final invention report to NCSU concurrently with the final invoice on each SDO. Subcontractor will use the forms prescribed by the Prime Sponsor (e.g. DD Form 882). The list will identify all subject inventions, including the disclosure date(s) or stating that there were no inventions (negative report is required).

- E. The Subcontractor will, upon request, as related to work performed under a Subcontract Delivery Order, submit a written report concerning each patent filing, including: the filing date, serial number and title, a copy of the patent application, patent number, and issue date.
- F. Subcontractors submitting a subcontract proposal must at the time of submission identify any background Intellectual Property, whether or not it is proprietary, limitations on use or specify license rights of all parties and submit a certification identifying any information data or software that will be incorporated into the project or delivered directly to the Federal Government with other than Unrestricted Rights.

Copyright:

The Subcontractor may copyright any work product, software or data that is subject to copyright and was first developed by or on behalf of Subcontractor under the Subcontract Deliver Order. For such copyrights or copyrighted material (including any computer software and its documentation and/or databases), subject to its legal ability to do so, Subcontractor grants to the Federal Government the rights established in the Prime Agreement and grants subject to Subcontractor's legal ability to do so, to NCSU, an irrevocable, royalty-free, non-exclusive right and license to use, reproduce, display, and perform publicly to the extent required to meet NCSU's obligations under its Prime Agreement. and for the purposes of its research and educational missions.

Data Rights:

For Data and computer software created in the performance of this Subcontract, subject to Subcontractor's legal ability to do so, Subcontractor grants to the Prime Sponsor the rights established in the Prime Agreement and grants to NCSU the right to use data to the extent required to meet NCSU's obligations under its Prime Agreement and for the purposes of its research and educational missions. All such licenses shall include the right of the grantee to grant revocable or irrevocable sublicenses to its Subsidiaries, such sublicenses to include the right of the sublicensed Subsidiaries correspondingly to sublicense other Subsidiaries.

All copyrightable materials (including computer software and Data) that are jointly developed by personnel of NCSU and Subcontractor shall be jointly owned by NCSU and Subcontractor without the need for either Party to obtain consent from or provide notice or accounting to other Party.

Confidentiality:

In the performance of the Research, it may be necessary for one Party to disclose information that is proprietary and confidential to the disclosing Party. All such information must be disclosed by the disclosing Party in writing and designated as confidential or, if disclosed orally, must be identified as confidential at the time of disclosure and confirmed in writing and designated as confidential within thirty (30) days of such disclosure. All other information exchanged shall be non-confidential. Except as otherwise provided herein, for a period of two (2) years following the date of such disclosure, the receiving Party agrees to use the confidential information only for purposes of this Subagreement, and to disclose such confidential information only to those of its employees who have a need to know it, and further agrees that it will not disclose or publish such information except that the restrictions of this Article do not apply to:

- information that is or becomes publicly known through no fault of the receiving party or its Subsidiaries;
-
- information inherently disclosed by the receiving party or its Subsidiaries in the use, distribution or marketing of any present or future product or service,
- information already known to, in possession of, or developed by receiving Party or its Subsidiaries without obligation of confidence before receipt from disclosing Party, as shown by receiving Party's prior written records;
- information for which receiving Party obtains the disclosing Party's prior written permission to publish or which is disclosed in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this Subagreement;
- information required to be disclosed by court order or operation of law, but the receiving Party will give the disclosing Party reasonable notice to allow the disclosing Party an opportunity to obtain a protective order. or
- information that is independently developed by the receiving Party's personnel who are not privy to the disclosing Party's confidential information.

The receiving Party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of confidential information disclosed hereunder. Each Party agrees to use the same care and discretion to avoid disclosure of the disclosing Party's Confidential Information as the receiving party uses with its own similar information it does not wish to disclose.

Each Party agrees that the disclosure of its Confidential Information pursuant to this Agreement does not limit the assignment or reassignment of the other Party's employees. Upon expiration or termination of this Subcontract, the receiving Party will return the disclosing Party's Confidential Information to the disclosing Party or certify to the disclosing Party that it has been destroyed. The receiving Party shall be free to use any ideas, concepts, know-how or techniques or expression contained in Discloser's Confidential Information, Copyrightable Material, software, or Data that is retained in the unaided memory of employees or students for any purpose, subject to the claims of a validly issued patent after notification in writing, subject to the terms of this agreement, and subject to the receiving party's obligation of non-disclosure.

(End of PART II)

PART III - GOVERNMENT PROVISIONS

SECTION A- FAR CLAUSES

(a) The following clauses set forth in the Federal Acquisition Regulation (FAR), as amended and modified below, are applicable to this Subcontract. Without limiting the Subcontract provisions, the FAR clauses are incorporated by reference into this subcontract with the same force and effect as though set forth in full text. The dates of the FAR clauses incorporated by reference are the same as the corresponding clauses in the prime contractor higher tier subcontract.

(b) The following definitions shall apply to this Subcontract except as otherwise specifically provided.

3.1 Definitions

The following definitions apply unless otherwise specifically stated:

“Buyer”- the legal entity issuing this order.

“Purchasing Representative”- Buyer’s authorized representative.

“Subcontractor”- the legal entity which contracts with the Buyer.

“This Order”- this contractual instrument, including changes.

“Prime contract”- the Government contract under which this Order is issued.

“FAR”- Federal Acquisition Regulation.

3.2 FAR CLAUSES APPLICABLE TO THIS ORDER

The clauses in FAR 52.2 referenced in subparagraph (a) above and those clauses referenced in subparagraph (b) below, in effect on the date of this Order, are incorporated herein and made part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this order is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause requires otherwise or as otherwise provided in this Agreement above, the term “Contractor” shall mean Subcontractor, the term “Contract” shall mean this Order, and the terms “Government”, “contracting officer”, and equivalent phrases shall mean NCSU and NCSU Subcontract representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such a manner as is necessary to reflect the position of Subcontractor to NCSU, to insure Subcontractor's obligations to NCSU and to the United States Government, and to enable NCSU to meet its obligations under its Prime Contract or Subcontract.

(c) The following clauses are applicable to this Order:

<u>FAR REFERENCE</u>	<u>TITLE OF CLAUSE</u>
52.202-01	DEFINITIONS (JAN 2012)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-07	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS AND ETHICS (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.204-02	SECURITY REQUIREMENTS (AUG 1996) {Exclude references to contract's Changes clause}
52.204-07	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-99	SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUG 2012)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (DEC 2010)
52.209-10	PROHIBITION OF CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
52.215-02	AUDITS AND RECORDS -NEGOTIATION (OCT 2010)
52.215-08	ORDER OF PRECEDENCE- UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 201)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 201)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.216-15	PREDETERMINED INDIRECT COST RATES (APR 1998)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATIVE (APR 2009)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007) ALTERNATE I (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)

52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.226-01	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-01	AUTHORIZATION AND CONSENT (DEC 2007) ALT I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (DEC 2007)
52.228-05	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-07	INSURANCE- LIABILITY TO THIRD PERSONS (MAR 1996)
52.230-05	COST ACCOUNTING STANDARDS- EDUCATIONAL INSTITUTION (OCT 2010)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.233-01	DISPUTES (JULY 2002)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE V (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984)
52.244-02	SUBCONTRACTS (OCT 2010)
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
52.246-08	INSPECTION OF RESEARCH AND DEVELOPMENT (MAY 2011)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)*
* Inapplicable conditions (paragraphs (e), (j) and (n)) are deleted and the period for submitting the subcontractor's termination settlement proposal is reduced to 6 months).	
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

SECTION B - DFAR CLAUSES

GOVERNMENT PROVISIONS

Department of Defense

3.3 REFERENCES TO DFAR SUPPLEMENT

(a) All references herein to “DFAR Supplement” or “DFAR SUPP” or “DFARS” shall mean the Department of Defense Supplement to the Federal Acquisition Regulation.

3.4 DFARS CLAUSES APPLICABLE TO THIS ORDER

The clauses in DFARS 252.2 referenced in subparagraph (a) above and those clauses referenced in subparagraph (b) below, in effect on the date of this Order, are incorporated herein and made part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this order is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause requires otherwise or as otherwise provided in this Agreement above, the term “Contractor” shall mean Subcontractor, the term “Contract” shall mean this Order, and the terms “Government”, “contracting officer”, and equivalent phrases shall mean NCSU and NCSU Subcontract representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such a manner as is necessary to reflect the position of Subcontractor to NCSU, to insure Subcontractor’s obligations to NCSU and to the United States Government, and to enable NCSU to meet its obligations under its Prime Contract or Subcontract.

(b) The following clauses are applicable to this order:

DFARS REFERENCE TITLE OF CLAUSE

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-RELATED FELONIES (DEC 2008)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
252.204-7000	DISCLOSURE OF INFORMATION (AUG 2013)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) ALT I (NOV 2003)
252.204-7004	ALTERNATE A CENTRAL CONTRACTOR REGISTRATION (FEB 2013)
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 GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
252.209-7005	RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (JAN 2000)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (MAY 2011)
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS0 (APR 2007)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) – ALTERNATE I (NOV 1995)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)
252.226-7001	UTILIZATIONS OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7013	RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (SEP 2011)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011) (PART 1 OF 2)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7039	PATENTS- REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

SECTION C- MPO CLAUSES**GOVERNMENT PROVISIONS****Maryland Procurement Office (MPO)****3.5 MPO CLAUSES APPLICABLE TO THIS ORDER**

The clauses in MPO 352.2 referenced in subparagraph (a) below, in effect on the date of this Order, are in full text and incorporated herein, and made part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this order is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause requires otherwise or as otherwise provided in this Agreement above, the term "Contractor" shall mean Subagreement Institution or Subcontractor, the term "Contract" shall mean this Subagreement or Subcontract, and the terms "Government", "contracting officer", and equivalent phrases shall mean NCSU and NCSU Subcontract representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such a manner as is necessary to reflect the position of Subcontractor to NCSU, to insure Subcontractor's obligations to NCSU and to the United States Government, and to enable NCSU to meet its obligations under its Prime Contract or Subcontract.

(a) The following clauses are applicable to this order:

MPO REFERENCE TITLE OF CLAUSE

352.204-9001	DISCLOSURE OF INFORMATION
352.204-9003	CONTRACTOR PERSONNEL CLEARANCES
352.204-9007	ACCESS TO COMSEC INFORMATION
352.204-9008	CONTROL OF COMMUNICATIONS SECURITY (COMSEC) MATERIAL
352.204-9010	NOTICE: CONTRACT ADMINISTRATION AND CLOSEOUT GUIDANCE
352.204-9011	NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES
352.204-9014	NOTIFICATION OF NON-U.S. CITIZEN PARTICIPATION
352.204-9015	ABSENT WITHOUT LEAVE (AWOL) REPORTING RESPONSIBILITIES
352.204-9017	PUBLIC HEALTH EMERGENCY REQUIREMENTS
352.209-9006	UPDATES ON PUBLICALLY AVAILABLE INFORMATION ON RESPONSIBILITY MATTERS (JUL 2011)
352.211-9002	NOTICE: GOVERNMENT CLOSURES
352.211-9006	NOTICE: ELIMINATION OF USE OF CLASS I-OZONE DEPLETING SUBSTANCES
352.215-9016	NOTICE: SUBMISSION OF PAYROLL DATA IN SUPPORT OF NEGOTIATIONS FOR CONTRACT PRICE ADJUSTMENT
352.227-9000	SOFTWARE REQUIREMENT
352.227-9002	COMMERCIAL COMPUTER SOFTWARE- CONTRACTS
352.227-9006	STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/ OR FIRMWARE
352.228-9002	NOTICE: WORK ON A GOVERNMENT INSTALLATION
352.229-9000	NOTICE OF TAXATION
352.229-9001	CONTRACTOR LIABILITY FOR STATE AND LOCAL TAXES
352.231-9002	TRAVEL COSTS
352.239-9006	NOTIFICATION - GOVERNMENT REQUESTS TO PURCHASE INFORMATION TECHNOLOGY (IT)
352.239-9007	INFORMATION TECHNOLOGY - COMMON SECURITY CONFIGURATIONS
352.239-9008	PROHIBITION OF PROCUREMENT OF PORTABLE COMPUTING DEVICES

352.242-9000	CONTRACTING OFFICER'S REPRESENTATIVE
352.242-9001	CONTRACT ADMINISTRATION DATA
352.242-9004	CONTRACTOR PARTICIPATION IN CONTRACTOR PERFORMANCE EVALUATION ASSESSMENTS- CONTRACT
352.243-9000	NOTICE: UNAUTHORIZED CHANGE ORDERS
352.244-9000	NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS
352.245-9003	DESIGNATION OF PROPERTY ADMINISTRATION - RECORDS OF GOVERNMENT PROPERTY- ALTERNATE II
352.245-9004	GOVERNMENT FURNISHED FACILITIES
352.245-9006	NOTICE: REPORTS OF GOVERNMENT PROPERTY
352.246-9001	INSPECTION AND ACCEPTANCE AT DESTINATION
352.246-9003	NOTICE: MATERIAL AND WORKMANSHIP
352.247-9000	NOTICE: F.O.B. DESTINATION
352.247-9002	PACKING AND MARKING
352.247-9003	MARKING DOCUMENTS
352.247-9004	PACKING AND SHIPPING
352.247-9006	SHIPPING INSTRUCTIONS -DORSEY ROAD
352.251-9000	SINGLE-SCOPE BACKGROUND INVESTIGATION (SSBI) FOR CONTRACTOR PERSONNEL- MANDATORY USE OF BACKGROUND INVESTIGATION PROVIDERS (BIPS)
352.290-9000	ACCESS TO GOVERNMENT FACILITIES BY UNCLEARED ELECTRONIC EQUIPMENT SERVICE PERSONNEL
352.290-9001	RETENTION OF INFORMATION
352.290-9002	TESTING OF ELECTRONIC EQUIPMENT
352.290-9003	UNAUTHORIZED DISCLOSURE OF GOVERNMENT INFORMATION SYSTEMS DATA
352.290-9006	UTILIZATION OF PROJECT PERSONNEL
352.290-9009	GOVERNMENT- CONTRACTOR RELATIONS
352.290-9012	SUPPORT OF ACTIVITIES THAT MAY AFFECT U.S. PERSONS
352.290-9014	CONTRACTOR USE OF GOVERNMENT INFORMATION SYSTEMS
352.290-9017	PROTECTION OF UNCLASSIFIED DOD INFORMATION ON NON-DOD SYSTEMS
352.290-9019	USE OF CONTRACTOR PERSONNEL WITH CONDITIONAL CERTIFICATION OF ACCESS (CCA)
352.290-9020	ACCESS TO TRAINING OR INFORMATIONAL SESSIONS PROVIDED BY THE GOVERNMENT

MARYLAND PROCUREMENT OFFICE (MPO) FULL TEXT CLAUSES

(Section C, Paragraph 3.4 MPO APPLICABLE CLAUSES, IS IN EFFECT)

It is intended that the below full text MPO clauses [in Sections D through H] shall apply to the Subcontractor in such a manner as is necessary to reflect the position of the Recipient as a Subcontractor to NCSU, to ensure the Recipient's obligations to NCSU and to the United States Government, and to enable NCSU to meet its obligations under its Prime Contract.

Section D

PACKAGING AND MARKING

D.1 352.247-9002 PACKAGING AND PACKING (JAN 1997)

Packaging, and packing {as required} shall be in accordance with the Subcontractor's best commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. The Subcontractor shall place the subcontract number on or adjacent to the exterior shipping label. Two copies of the packing slip shall be included with the shipment.

D.2 352.247-9003 MARKING OF DOCUMENTS (SEP 1994)

(a) All Contractor/Subcontractor-generated technical reports shall bear the statement "Not releasable to the Defense Technical Information Center per DoD Directive 3200.12."

(b) In addition to the above marking all unclassified technical reports, photographs, drawings, schematics, design circuits and description of equipment designed and/or produced under the Subcontract shall be marked with the legend "DISTRIBUTION LIMITED TO U.S. GOVERNMENT AGENCIES ONLY, THIS DOCUMENT CONTAINS NSA INFORMATION (Applicable Date.) REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO THE DIRECTOR, NSA." Where SF Form 298 is required to accompany a document, the legend shall be entered in Block 12a thereof.

(c) The Subcontractor shall be responsible for inserting the appropriate application date in the aforementioned legend. This date shall be the date upon which the document was completed.

D.3 352.247-9004 PACKAGING AND SHIPPING (OCT 1993)

(a) Packing

(1) Material shall be packed by personnel duly cleared for the level of classification in question, to conceal it properly and to avoid suspicion as to its contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE THE CLASSIFICATION SHALL APPEAR ON EXTERNAL MARKINGS.

(2) Documents shall be enclosed in two sealed envelopes or covers. Typewritten or printed matter in the contents shall be protected by a cover sheet or by folding inward to avoid direct contact with the inner envelope or cover. The inner cover shall be addressed, return addressed, sealed and marked with the security classification on front and back so that the marking will be easily seen when the outer cover is removed. Receipt for, if required, shall be enclosed identifying the addressor, addressee, and listing the contents by short title. The outer envelope or cover shall be of sufficient opaqueness and density as to prevent the classification marking of the inner cover from being visible and shall be addressed, return addressed, and carefully sealed with no markings or notations.

(b) Shipping

(1) Classified material shall be shipped in accordance with the Industrial Security Manual for Safeguarding Classified Material and Security Guidelines contained in DD Form 254.

(2) Unclassified material shall be shipped in accordance with the subcontractor's best commercial practice to insure safe arrival at destination.

(End of Section D)

Section E

INSPECTION AND ACCEPTANCE

E.1 REFERENCED CLAUSES

The following contract clause(s) pertinent to this section is/are hereby incorporated by reference:

- (a) 52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT (MAY 2011)

E.2 RESERVED

E.3 352.246-9001 INSPECTION AND ACCEPTANCE AT DESINATION (APR 1989)

Inspection and acceptance will be performed at destination by the NCSU Program Manager, the Government COR, or by a duly authorized [Sponsor] Agency personnel.

E.4 352.246-9003 NOTICE: MATERIAL AND WORKMANSHIP (JUL 1999)

All material incorporated in the work shall be new and the work shall be performed in a skillful and workman like efficient manner. Both materials and workmanship shall be subject to the inspection of the Contracting Officer or his duly authorized representative who may require the Contractor to correct defective workmanship or materials without cost to the Government, unless the contract specifies otherwise.

(Section E)

Section F

DELIVERIES OR PERFORMANCE

F.1 REFERENCED CLAUSES

(a) 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE (APR 1984)

F.2 PERIOD OF PERFORMANCE

The LAS Master Agreement contract shall extend from the date of Subcontract LAS award through 12 May 2018, unless performance is sooner terminated under the terms of the contract. Each Delivery Order under this contract will include a specific period of performance specific to that delivery order (See Part I, Section 1.3, Period of Performance).

F.3 PLACE OF PERFORMANCE

The place of performance shall be specified on each Subcontract Delivery Order (See Part I, Section 1.4, Place of Performance).

F.4 ORDERING

(a) Supplies or services to be furnished under this contract shall be ordered by the issuance of Subcontract Delivery Orders (SDOs) by the NC State LAS Subcontract Manager. Subcontract Delivery Orders may be issued under this contract for the life of the contract.

(b) All Subcontract Delivery Orders issued hereunder are subject to the terms and conditions of this Master Subcontract.

F.5 352.247-9000 F.O.B DESTINATION (OCT 1993)

Supplies shall be shipped F.O.B destination with delivery service requested to the consignee's receiving dock.

F.6 352.247-9006 SHIPPING INSTRUCTIONS- DORSEY ROAD (AUG 2003)

Supplies shall be shipped to the following:

Maryland Procurement Office
Dorsey Road Warehouse
1472 Dorsey Rd., Doors 1, 2 or 3
Hanover, MD 21076
REF: 07-D-0164/XXXX
Attn: Customer Organization, Phone Number
(If no POC, then insert "LL15 Receiving Officer"
Piece Number and Total # of Pieces Shipped (i.e., "Box 2 of 10")

NOTE: Schedule shipments to arrive at destination from 7:00am to 2:30pm Monday through Friday, excluding Federal holidays. Call 301-688-7353 no less than 24 hours in advance of delivery for full loads, special handling, or if you would like to schedule for a specific time.

NOTE: Subcontractor is responsible for ensuring that the above information is included on any drop shipped deliveries.

(End of Section F)

Section G

CONTRACT ADMINISTRATION DATA

G.1 RESERVED.

G.2 RESERVED.

G.3 RESERVED

G.4 RESERVED

G.5 352.231-9002 TRAVEL COST (MAY 20120

Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as defined in the Federal Acquisition Regulation (FAR) subpart 31.205-46(a) (2) (i) through (iii).

G.6 RESERVED

G.7 RESERVED.

G.8 352.242-9000 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1993)

- (a) The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (COR) for technical purposes applicable to this contract. "Technical" is restricted to scientific, engineering, or field-of-discipline matters directly applicable to the work performed by the Contractor under the requirements of this contract.
- (b) The appointment(s) will be in writing, signed by the Contracting Officer, and will set forth the authority granted to and limitations on the COR. Two (2) copies of the letter of appointment signing and returning one (1) copy of the letter. Such signing shall represent the Contractor's acknowledgement of the limited authority of the COR.
- (c) Appointments may be changed or revoked by the contracting Officer. The Contracting Officer will notify the Contractor, in writing, of any such changes or revocations.

G.9 352.242-9001 CONTRACT ADMINISTRATION DATA (JUN 2005) - ALTERNATE I (JUN 2005)

The Procuring Contracting Officer will retain all administration functions under this contract except for those assigned to the cognizant Office of Naval Research.

(End of Section G)

Section H

SPECIAL SUBCONTRACT REQUIREMENTS

H.1 RESERVED.

H.2 352.204-9001 DISCLOSURE OF INFORMATION ACT – CONTRACT (OCT 2005)

Note: This clause is Applicable to industry on the above referenced contract.

- (a) **DFARS 252.204-7000 and this clause shall govern any disclosure of information** regarding this contract. In using information authorized by this clause, **the contractor (i) shall not disclose any information concerning the sponsorship of this contract, or (ii) the nature of the Government's interest in the application of the subject matter of this contract unless this type of information is expressly allowed to be disclosed by paragraph (b) and / or (c) below, or by the written approval of the cognizant Contracting Officer.**
- (b) The information listed below may be disclosed in proposals to the United States Government agencies in responses to requests for past performance assessments, which shall be used ONLY for the subject source selection process. When the following information is completed at time of contract award, the document shall be marked "FOR OFFICAL USE ONLY". If any of the information that follows changes in your disclosure, the contracting Officer must be notified in writing of the change.

CONTRACT NUMBER: (complete at award)

CONTRACT TYPE: (complete at award)

AWARD DATE: (complete at award)

GOVERNEMENT CONTRACTING ACTIVITY:

MARYLAND PROCUREMENT OFFICE

9800 SAVAGE ROAD

FOR GEORGE G. MEADE, MD 20755-6000

ORIGINAL CONTRACT VALUE: (complete at award)

CURRENT OR COMPLETED CONTRACT VALUE: (contractor may update)

PERIOD OF PERFORMANCE from: (complete at award) to: (contractor may update)

COMPETITIVE/NONCOMPETITIVE/FOLLOW-ON (circle, underline or highlight appropriate description)

PROGRAM TITLE: (complete at award)

CONTRACT EFFORT DESCRIPTION: (unclassified- as provided in solicitation package and completed as part of the award document)

PLACE OF PERFORMANCE: (complete at award)

POINTS OF CONTACT/PHONE NUBER:

CONTRACTING OFICER: (complete at award)

PROGRAM MANAGER: (complete at award)

- (c) Requests for approval for specific information to be released into the public domain, i.e., not to another U.S. Government agency shall be submitted in form, e.g., not in draft, and shall not include "For Official Use Only" information. The contractor shall indicate the intended audience and/or publication venue in the request, e.g. the information is to be released to attendees at the Federal Acquisition conference and Exposition on 7 June 2005 and in the Government Executive magazine. In the event that changes are required prior to approval of release of the information, the Contractor shall submit a copy of the revised information prior to approval of request.
- (d) For additional disclosures once authorization to use any specific information has been approved by the Contracting Officer, the contractor is authorized to reuse such specific information without obtaining additional authorization from the Contracting Officer. The contractor shall maintain a log of additional uses and submit a copy of the log to the Contracting Officer when each disclosure is made.

H.3 RESERVED.

H.4 352.204-9003 CONTRACTOR PERSONNEL CLEARANCES - CONTRACT (OCT 1993)

- (a) It shall be the responsibility of the contractor to optimize the use of currently cleared personnel in completing the requirements of this contract. In the event that the contractor requires additional personnel clearances, any delays incurred in the contract progress and/or schedule as a result of the time required to clear such personnel shall be the contractor's responsibility. Under no circumstances shall the Government recognize a claim for an equitable adjustment in the contract price and/or schedule as a result of any delay due to the failure to have properly cleared personnel.
- (b) It is understood that the contractor will provide personnel as suitable replacements on a best efforts basis.

H.5 352.204-9007 ACCESS TO COMSEC INFORMATION (OCT 1993)

To have access to classified U.S. Government COMSEC information throughout the term of any resultant contract, the contractor shall, in the event it becomes foreign owned, controlled, or influenced (FOCI), negate its FOCI in accordance with Maryland Procurement Office (MPO) policy. Majority foreign ownership or single largest shareholder foreign ownership shall be required to be negated through a voting trust or proxy agreement acceptable to the MPO. Since certain aspects of the MPO FOCI policy are more restrictive than the Defense Investigative Service (DIS) policy, compliance with the latter will not necessarily suffice for purposes of determining access to COMSEC information under this contract.

H.6 352.204-9008 CONTROL OF COMMUNICATIONS SECURITY (COMSEC) MATERIAL (FEB 2002)

The accountable COMSEC material produced under the contract, or provided as Government Furnished Property, will be distributed through COMSEC distribution channels. The contractor shall establish a COMSEC account, nominate a custodian and alternate custodian, and control the material in accordance with procedures specified in the "NSA Manual 90-1 (NSA Industrial COMSEC Manual)" dated October 2001. Existing COMSEC accounts established as a result of previous or other contracts may be used.

H.7 352.204-9010 NOTICE: CONTRACT ADMINISTRATION AND CLOSEOUT GUIDANCE (JAN 2005)

The following guidance is provided for your use in administering and closing out the contract. When the contract is complete, the contractor shall initiate final accounting and disposition. This shall be done in accordance with the following instructions. If a portion of the instructions are not applicable to this contract, then disregard that portion.

(a) Government Furnished Property/Documents

- (1) The cognizant property administration office (e.g., Defense Contract Management Agency (DCMA) and/or Office of Naval Research (ONR) is designated to administer the maintenance by the contractor of official Government Property Records for all Government property/documents. See Section G – Contract Administration Data for the cognizant office for this contract.
- (2) The contractor shall sign (1) copy of the shipping or inspection document acknowledging receipt of property/documents and forward same to the designated property administrator.
- (3) At the end of the contract, the contractor shall submit the Government Furnished Property/Documents Inventory Schedule, requesting disposition, to the cognizant office. The cognizant property administration office shall then obtain the disposition instructions from the Contracting Officer's Representative (COR), and they will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that all Government furnished property/documents have been accounted for or expended (disposition is complete) in the performance of the contract. The cognizant property administration office will provide the Maryland Procurement Office (MPO) and the COR with the appropriate releases.

(b) Contractor Acquired Property. At the end of the contract, the contractor shall submit the Contractor Acquired Property list, requesting disposition, to the cognizant property administration office. This office will then obtain the disposition instructions from the COR, and then will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that Contractor Acquired Property has

been dispositioned as requested. The cognizant property administration office will provide the MPO and the COR with the appropriate releases.

(c) Plant Clearance. The cognizant property administration office is automatically delegated plant clearance procedures.

(d) Classified Material/Documents (DD254 on the contract). The disposition/retention action of classified holding should be initiated pursuant to paragraphs 5.1 and 5.m of the Industrial Security Manual. The inventory, shall be submitted to the Director, NSA/CSS, ATTN: (the applicable COR with office designator), 9800 Savage Road, Ft. George G. Meade, Maryland 20755 - 6000. After compliance with the COR's disposition instructions, the contractor shall submit evidence of compliance, certified by the CSSO, to the MPO (ATTN: DA3 _____ (Contracting Officer's name), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000), with a courtesy copy to Q13 and the COR.

(e) Report of Inventions and Subcontracts (Form DD882). Pursuant to the Patent Rights Clause of this contract, the contractor shall submit the DD Form 882 to the Director, NSA/CSS, ATTN: (the applicable COR with office designator), 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: DA3 (Contracting Officer's name), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade. MD 20755-6000).

(f) Final Payment

(1) For contracts requiring final DCAA audit, the contractor shall submit the final voucher with release and assignment documentation to the cognizant Defense Contract Audit Agency (DCAA) office for processing in accordance with FAR 4.804 (within 180 days).

(2) For all contracts not requiring final DCAA audit, the contractor shall submit the final invoice, DD250, to the COR for processing.

(g) Contract Data Requirements List (CDRL) - DD Form 1423. If not previously provided to the COR, the contractor shall provide the COR with status of the documentation for final resolution. This shall be submitted to the Director, NSA/CSS, ATTN: (the applicable COR with the office designator), 9800 Savage Road, Ft. George G. Meade, Maryland 20755 -6000, with a courtesy copy to the MPO (ATTN: DA3 (Contracting Officer's name), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000).

(h) Quick Closeout

(1) The contractor shall review the contract for applicability of the Quick Closeout Procedures, in accordance with the FAR 42.708, and determine if this method applies. If applicable, the contractor may request, in writing, Quick Closeout authorization from the CO.

(2) The MPO will authorize Quick Closeout Procedures, if applicable. The contractor shall then submit a copy of the letter, the final voucher, etc., directly to the cognizant DCAA office (see Section G).

H.8 352.204-9011 NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES (OCT 2011)

Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactures, maintained or modified by concerns under FOCI is of serious concern. If the contractor is under FOCI, the contractor shall comply with all risk mitigation measures imposed by the Government. In addition, the Maryland Procurement Office reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract.

Foreign Ownership, Control, or Influence – For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct to indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company.

There is a continuing obligation of the contractor to advise the Contracting Officer in writing of changed conditions from the contractor's original Statement of Affiliation, 352.204-9000, incorporated by reference, in any of the 11 factors listed below within 30 days of the event, which may justify certain adjustments to the security terms under which a contractor is operating or, alternatively, that different FOCI mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in the determination that the contractor is no longer considered to be under FOCI. Failure to abide by this obligation shall cause for default under the default Clause of this contract. Any voluntary actions taken on the part of contractor which result in changes to the Statement of Affiliation, will be reviewed by the Government. Any increased costs incurred by the contractor as a result of complying with additional

Government imposed security measures shall be considered as unallowable costs to Government contracts.

Factors: The Government will use the following factors as the basis for making a FOCI determination:

- ** (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or more of the offeror's voting securities by a foreign person;
- (2) Ownership or beneficial ownership, direct or indirect, of 25 percent or more of any class of the contractor's non-voting securities by a foreign person;
- (3) Management positions, such as directors, officers or executive personnel of the contractor held by a non-U.S. citizen;
- (4) Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers, or executive personnel of the contractor or other decisions or activities of the contractor;
- (5) Contracts, agreements, understanding, or arrangements between the contractor and a foreign person;
- (6) Loan arrangements between the contractor and a foreign person if the contractor's (the borrower) overall debt to equity ratio is 40:60 or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment;
- (7) Annual total revenues or net income in excess of 5 percent from a single foreign person in excess of 30 percent from foreign persons in aggregate;
- (8) Ten percent or more of any class of the applicant's voting securities held in such a way that beneficial ownership or equitable title cannot be identified;
- (10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the contractor; and;
- (11) Ownership of 10% or more of any foreign interest.

*DoD 5200.2-R Chap 3, para. C3.6

**DoD 5520 22-M, National Industrial Security Program Operating Manual, Chapter 2 section 3, "Foreign Ownership, Control, or Influence," January 1995.

H.9 352.204-9014 NOTIFICATION OF NON-U.S. CITIZEN PARTICIPTION (OCT 2011)

The contractor shall notify the Government thirty (30) calendar days prior to any new Non-U.S. citizen participation on this contract. The following information should be provided for each individual:

First Name:

Middle Name:

Alias (if any):

Place of Birth:

Date of Birth:

Nationality:

Employer Name and Address:

Residence including street address:

Other Identifying Information (i.e. Passport Number, VISA Number):

Scope of work to be performed by non-U.S. citizen participant:

Notice: This [Sponsor] Agency may prohibit non-U.S. citizens from all or certain aspects of the work to be performed under any resulting contract.

H.10 352.204-9015 ABSENT WITHOUT LEAVE (AWOL) REPORTING RESPONSIBILITIES (JUL 2009)

(a) The Contractor Special Security Officer (CSSO) shall advise National Security Agency (NSA) cleared contractor personnel of their responsibility to contact their management and the respective site official (that is, the person that is responsible for ensuring that personnel have reported to their work site? Should they be forced to take unexpected leave.

(b) If the site official is not a contractor management official, the site official will notify the contractor management or the CSSO in the event that the contractor employee is Absent Without Leave (AWOL) for more than one hour. The company shall make all reasonable attempts to locate contractor employee within the second hour of the workday. If after the second hour, the contractor employee has not been located or an explanation received, contractor management shall ensure that the CSSO has been notified. The CSSO shall attempt to locate the contractor employee's during the next hour. If the CSSO is unable to locate the contractor employee, the CSSO shall notify the Associate Directorate Security & Counterintelligence (ADS&CI), specifically Industrial Security, Q131, or the Security Operations Command Center (SOCC) at 301-688-6911 after hours.

(c) This shall be a mandatory clause in all contracts and subcontracts at any tier.

H.11 352.204-9017 PUBLIC HEALTH EMERGENCY REQUIREMENTS (SEP 2009)

(a) Definitions.

(i) Communicable Disease. An infectious disease that is easily spread from person to person by contact with the infectious agent that causes the disease. The causative agent may be present in droplets of liquid created by coughing or sneezing. The droplets may containment food or water or they may dry on innate objects in the environment, where the causative agent remains infectious for some period of time.

(ii) Public Health Emergency. An occurrence or imminent threat of an illness or health condition, caused by epidemic or pandemic disease, biological warfare or terrorism, or a highly infectious agent or biological toxin, that poses a substantial risk of a significant number of human fatalities or severe disabilities, and is designated a public emergency by local, state and / or federal public health officials or the Centers for Disease Control (CDC) or World Health Organization (WHO).

(b) Requirements. The Contractor shall comply with all federal, state, local, Department of Defense (DoD) and National Security Agency / Central Security Service (NSA/CSS) requirements in the event of a declared Public Health Emergency. This includes the requirements found in NSA/CSS Policy Manual 4-19, Health and Safety of the NSA/CSS Workforce, which establishes procedures designed to control infection within the NSA/CSS workplace and to limit the importation and transmission of any highly communicable disease within the Agency workforce, thereby maintaining operational readiness and minimizing lost duty time. In coordination with Industrial and Acquisition Security, the Contractors shall be notified through the Acquisition Resource Center (ARC) or through other communication methods, as appropriate, of additional requirements related to a declared Public Health Emergency.

H.12 352.209-9006 UPDATES ON PUBLICLY AVAILABLE INFORMATION ON RESPONSIBILITY MATTERS (JUL 2011)

(a) The Contractor shall update the information in the Central Contractor Registration (CCR) database on a semi-annual basis, throughout the life of the contract.

(b) As required by Section 3010 of Public Law 111-112, all information posted in the Federal Awardee Performance and Integrity Information System (FAPIS) on or after April 15, 2011, except past performance reviews, will be publicly available.

H.13 352.211-9002 NOTICE GOVERNMENT CLOSURES (DEC 1997)

(a) (1) Government Holidays:

New Year's Day - 1 January
Martin Luther King, Jr.'s Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - 4 July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - 11 November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

(2) Any other day designated by Federal Statute, Executive Order or a Presidential proclamation

(3) When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U. S. Government Agencies.

(4) Unless authorized by the Contracting Officer or his duly authorized representative, the contractor shall not work UNDER MPO CONTRACT at any government facility on any holiday listed above nor should any deliveries under this contract be made to any government facility on those days.

(5) The amounts in Section B of the contract include an allowance for holidays to be observed; and, accordingly, the government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

b) Administrative leave:

(1) When the Government grants administrative leave to employees as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave shall also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform the requirements of critical work already in process, if instructed by the Contracting Officer or duly authorized representative.

(2) On-site personnel working on this contract shall not be granted access to Agency installations during closure situations unless they are designated as emergency or essential personnel required to perform the requirements of critical work already in process, or are otherwise instructed by the Contracting Officer or duly authorized representative. On-site personnel at another government facility shall only be granted access under terms agreed to with that Agency.

(c) Except for emergency situations or when instructed by the Contracting Officer or duly authorized representative, the costs associated with the period of any such Agency closure shall not be a direct reimbursable cost under this contract. If authorized in accordance with the contractor's normal accounting procedures, these costs MAY be reimbursable as an indirect cost using established indirect cost pools.

H.14 352.211-9006 NOTICE: ELIMINATION OF USE OF CLASS I-OZONE-DEPLETING SUBSTANCES (AUG 1993)

Section 326 of the FY - 93 Defense Authorization Act places restrictions on the award and modification of contract is requiring the use of Class I - Ozone-depleting substances (ODS), Class I ODS are identified in Section 602(a) of the Clean Air Act (42 U.S. C. Section 7671(a) and Title 40, Code of Federal Regulations Section 82. Appendix A.

DoD has identified hundreds of military specifications that require Class I ODS. Of these, MPO research indicates that MIL- STD 454, MIL-T-20 00, and MIL TI1268 are of particular applicability to some MPO contracts, although others may also apply.

If any of these specifications are included in this acquisition, or if the contractor knows of any other Class I ODS required directly or indirectly at any level of contract performance, the contractor should notify the MPO Contracting Officer immediately. A subsequent assessment will be conducted by the Government in an attempt to identify economically feasible substitute substances or alternative technology.

H.15 352.215-9016 NOTICE: SUBMISSION OF PAYROLL DATA IN SUPPORT OF NEGOTIATIONS FOR CONTRACT PRICE ADJUSTMENT (OCT 1993)

Contractor payrolls shall be provided to the Contracting Officer when requested, as part of the supporting data that will be utilized by the Government when contract negotiations are conducted:

- (a) Under the applicable "Changes" clause, or
- (b) Under FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts) or FAR 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustments.

All payrolls submitted by the Contract may be marked "Proprietary" and will not be disclosed to anyone outside the Government.

H.16 352.227-9000 SOFTWARE REQUIREMENT (AUG 1996)

The Contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the Contractor shall immediately inform the Contracting Officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

H.17 352.227-9002 COMMERCIAL COMPUTER SOFTWARE - CONTRACTS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this contract will be acquired under the license customarily provided by the contractor to the public to the extent those licenses are consistent with Federal procurement law.

H.18 352.227-9006 STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (AUG 2003)

As used in this clause, foreign-origin software and/or firmware is any software and/or firmware that is manufactured, developed, maintained and/or modified (i) outside the United States or its territories, or (ii) in the United States or its territories by and individual who is not a citizen of the United States or its territories. Any degree of manufacture, development, maintenance or modification that meets either criterion (i) or (ii) shall be sufficient for the software and/or firmware to be deemed foreign-origin under this clause.

The Government shall have the right to accept if certain countermeasures are instituted, or reject the supply of foreign-origin software and/or firmware under this contract on a case-by-case basis. If the Maryland Procurement Office reject the supply of foreign-origin software and/or firmware, the Government shall have the right to require a technically equal, or better, approved substitute or to terminate this contract for convenience. The Government shall have the right to require that the contractor not disclose the identity of the end user of the item to any person outside the United States or to any non-U.S. citizen individual in the United States who developed, maintained modified, or manufactured the software and/or firmware. In such a case, upon delivery of the software and/or firmware, the contractor shall state that the identity of the end user was not disclosed to such person(s) or individual(s).

If, after contract award, the contractor becomes aware of foreign-origin software and/or firmware to be delivered to the Government under this contract, the contractor shall immediately inform the Contracting Officer in writing of the foreign origin software and/or firmware to be included in the deliverables under this contract. Foreign-origin software and/or firmware that is merely a possible candidate for use under the contract shall also be identified. Notification pursuant to this clause must include the identity of the foreign source and the nature of the software application and is required as soon as there is a reason to know or suspect foreign origin. Failure to provide adequate notice to the Government as specified herein can result in breach and/or default of the entire contract. If the Contracting Officer does not reject foreign-origin software and/firmware under this clause within sixty days of receiving notification, the Government's rights under this clause shall be waived.

H.19 352.228-9002 NOTICE INSURANCE - WORK ON A GOVERNMENT INSTALLATION (AUG 1996)

(a) In accordance with FAR 28.307-2 the contractor shall at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts set forth below:

Worker's Compensation and Employer's
 Liability Insurance.....\$100,000
 General Liability Insurance:
 For Bodily Injury Liability –
 Minimum Per Occurrence\$500,000
 Automobile Liability Insurance:
 Minimum Per Person\$200,000
 Minimum Per Occurrence for Bodily Injury\$500,000
 Minimum Per Occurrence for Property Damage\$20,000

(b) Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in all first-tier subcontracts hereunder. The contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of (b) above, for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the Government installation.

H.20 352.239-9006 NOTIFICATION – GOVERNMENT REQUESTS TO PURCHASE INFORMATION TECHNOLOGY (IT) (JUL 2003)

(a) Definitions.

“Contracting Officer,” as used in this clause, does not include any representative of the Contracting Office.

“Information Technology”- The term “information technology” (IT) with respect to an NSA/CSS acquisition means any equipment of interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchanging, transmission or reception of data or information by NSA/CSS. For the purpose of the preceding sentence, equipment is used by NSA/CSS directly or is used under a contract with the executive agency that (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. “IT” includes computers, peripherals and other ancillary equipment, network components, telecommunications equipment and components, software, firmware and similar procedures, services (including support services), and related resources.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of certain Government requests to use contract funds to purchase IT. The intent in the clause is to preclude the Government from using existing contracts to purchase IT that should be properly acquired in accordance with NSA's acquisition process.

The contractor shall notify the Contracting Officer, in writing, within 15 calendar days from the date that the Contractor identifies and Government conduct (including written or oral communications) by any Government employee, other than the Contracting Officer, which instructs or directs the contractor to use contract funds to purchase IT that was either: 1) not originally proposed or subsequently proposed and approved by the Government for the contract effort, or 2) constitutes a change to the general scope of the contract, or 3) is not required by the contractor for contract performance. On the basis of the most accurate information available to the Contractor, the notice shall state-

- 1) The date of the request;
 - 2) The name, title, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct; and
 - 3) The identification of the IT equipment (manufacturer and description) and the substance of any oral or written communication involved.
- (b) Government response. The Contracting Officer shall respond to the notice in writing within 15 calendar days after receipt of notice. The Contractor shall take no action to use contract funds to purchase the subject IT until after the Government's response is received. In responding the Contracting Officer shall either-
- 1) Confirm that the Government's request for the contractor to purchase the stated IT was inappropriate and advise that the purchase is not authorized;
 - 2) Advise the contractor that the Government's request for the contractor to purchase the stated IT is appropriate and authorize use of contract funds; or
 - 3) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (c) (1) or (2) of the clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

H.21 352.239-9007 INFORMATION TECHNOLOGY – COMMON SECURITY CONFIGURATIONS (FEB 2010)

(a) The Federal Desktop Core Configuration (FDCC) mandate requires Contractors to standardize desktop and laptop configurations to meet FDCC standards. This clause applies to all desktops and laptop computers that are running Windows XP or Windows Vista where such systems interface with or are planned to interface with federal government systems or computers which are owned or operated by a Contractor on behalf of or for the United States Government.

(b) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, refer to the National Institute of Standards and Technology (NIST) at: http://csrc.nist.gov/itsec/guidance_W_inXP.html, and for windows Vista settings, refer to NIST at: http://csrc.nist.gov/itsec/guidance_vist.html.

(c) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(d) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(e) Contractors shall certify compliance with Federal Desktop Core Configuration requirements. A certification letter shall be provided to the Contracting Officer, in writing, on or before January 31st of each year for the preceding calendar year. The letter shall certify that their products/ applications operate correctly with FDCC configurations and do not alter FDCC settings.

(f) This shall be a mandatory clause in all contracts and subcontracts at any tier. A copy of the subcontractor's certification letter shall be included with the Contractor's certification letter that is provided to the Contracting Officer.

(g) The Contractor shall send any questions directly to the Contracting Officer.

H.22 352.239-9008 PROHIBITION OF PROCUREMENT OF PORTABLE COMPUTING DEVICES (MAR 2010)

(a) Definitions.

(i) Portable Computing Devices (PCDs). PCDs consist of computer assets that have information acquisition, storage, visual display, audio, touchpad, networking/ communications capability and are easily carried. This include, but is not limited to, laptop, notebook and tablet computers, iPods, I-Phones, Blackberries, Palmpilots, external memory, global positioning systems (GPS), and personal digital assistances (PDA). PCDs can either be classified or unclassified. Use of the term PCD throughout this clause refers to PCDs and PDAs.

(ii) Personal Digital Assistant (PDA). PDAs consist of electronic hand-held computing and/ or communications devices that allow input, manipulation, storage, and/ or output of data, which can include remote transmission capabilities. This would include Blackberries, cellular phones, two-way pagers, mobile e-mail devices, digital music storage devices (such as MP# players or iPods), any mobile device that has networking and wireless capability, or combination of these devices and technologies. PDAs can be either classified or unclassified.

(b) The general policy for the agency is that all PCDs to be acquired by or for the agency or for use under agency contracts shall be acquired through approved agency contract vehicles. The Contractor is prohibited from procuring PCDs, unless express written authorization is given by the Contracting Officer.

(c) Contractor requests to procure PCD under the contract as an exception to this prohibition shall be submitted to the Contracting Officer, in writing, and shall contain the following information;

- 1) The date of the request, contract number, delivery/ task order number if applicable;
- 2) Description of the equipment to be purchased (Name of Manufacturer, Model/ Part Number, Nomenclature, quantity, Unit Price and Total price); and
- 3) Rationale regarding the need for the PCD and unique circumstances that require the contractor procure the PCD rather than the Government.

(c) In the event the Contracting Officer authorizes the Contractor to procure the PCD under the contract, the Contractor will be required to ensure such contractor-acquired property is fully accounted for at all times in accordance with Agency guidelines for barcoding and contract inventory reporting requirements.

H.23 352.242-9004 CONTRACTORS PARTICPATION IN CONTRACTOR PERFORMANCE EVLAUTION ASSESSMENTS- CONTRACT (FEB 2000)

This contract will be subject to periodic Contractor Performance Evaluation Assessments. In accordance with FAR 42.1502, the Maryland Procurement Office maintains a database on Contractor past performance applicable to all contracts over \$1,000,000. Information on the performance of this contract will be maintained in the database and updated on a yearly basis (if contract period of performance exceeds one year) and at completion of the contract. The contractor's participation in this process, in terms of review of the Contractor Performance Evaluation Assessment for, shall not cause an increase in the estimated cost/ price of this contract.

H.24 352.243-9000 NOTICE: UNAUTHORIZED CHANGE ORDERS (APR 1989)

The Contracting Officer (CO) may appoint a Contracting Officer's Representative, Inspector, or other technical representative. No order, statement or conduct of any such person shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule under that or any other clause. No appointee of the CO is acting within the limits of his/her authority when he/she attempts to change the contract. The contract shall not be changed except by issuance of a written change order signed by the CO. No representative of the CO shall be authorized to issue a written change order under the "Changes" clause of this contract.

H.25 352.244-9000 NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS (OCT 1993)

Provided the sponsoring Government Activity is not disclosed, the offeror is not prohibited from subcontracting with Canadian Contractors, unless the work to be performed under any resulting contract is classified in nature.

Federal Acquisition Regulation (FAR), Part 44, Subcontracting Policies and Procedures, particularly Subpart 44.2 - Consent to Subcontract, applies.

In addition to those clauses which the prime contractor is normally required to insert in subcontracts, the following must be included, as required.

FAR 52.225-13 Restrictions on Certain Foreign Purchases (MAR 2005)

DFARS 252.225-7003 Reporting of Contract Performance Outside the United States (JUN 2005)

H.26 352.245-9003 DESIGNATION OF PROPERTY ADMINISTRATOR- RECORDS OF GOVERNMENT PROPERTY (JUN 2005) – ALTERNATE II (MAR 1998)

1) The Office of Naval Research is designated to administer the maintenance by the contractor of official Government Property Records for all Government Property.

2) The Contractor will sign one (1) copy of the shipping or inspection document and forward it to the Contracting Officer.

H.27 352.245-9004 GOVERNMENT FURNISHED FACILITIES (APR 1989)

The Government shall make available to the contractor adequate working space, equipment and supplies at the Government facility for cleared contractor personnel to perform all tasks required under this contract.

H.28 352.245-9006 NOTICE: REPORTS OF GOVERNMENT PROPERTY (OCT 1993)

The contractor shall furnish annual reports of Government property in accordance with DFARS 245.505-14.

H.29 RESERVED

H.30 RESERVED

H.31 352.251-9000 SINGLE-SCOPE BACKGROUND INVESTIGATION (SSBI) FOR CONTRACTOR PERSONNEL - MANDATORY USE OF BACKGROUND INVESTIGATION PROVIDERS (BIPs) (OCT 2004)

Under the authority granted to the Agency by USD (I) to outsource SSBI for NSA contractor personnel, the Contractor shall utilize BIPs to perform the SSBI portion of the clearance process. The BIPs, *Mantech/MSM Security Services, Inc.* and *ADC, LTD*, are under contract with MPO and are credentialed to perform the SSBI portion of the clearance process with respect to contractor personnel endorsed by a Contracting Officer's Representative (COR) on an MPO contract.

To initiate the clearance process, the Contractor must complete a Sponsorship Letter (Form G3542) and forward to the NCSU CSSO for Government approval. When the Contractor receives COR approval, the Contractor shall provide the Sponsorship Letter and Security Package to the NSA Office of Security (Q232). The Government shall select one of the two BIPs to perform the SSBI portion of the process.

The BIP points of contact are:

Mantech MSM Security Services Inc.

POC: Walter P. McMurtry

Phone #: 301-507-6210

ADC, LTD

POC: Art Cordova

Phone #: 800-750-3181

Payment to BIPs: The Contractor shall not include any BIP related cost incurred on or after 1 October 2004 in any invoice to the government on this contract, as the BIPs will be paid for SSBI services directly by the government.

Cost Allocation of BIP costs: Contractors shall not charge BIP costs related to any NSA contract as a direct charge or to any corporate indirect cost account. All BIP costs for NSA contractor clearances must be reimbursed directly by NSA.

H.32 352.290-9000 ACCESS TO GOVERNMENT FACILITIES BY UNLCLEARED ELECTRONIC EQUIPMENT SERVICE PERSONNEL (OCT 2011)

Uncleared contractor personnel being processed for access to NSA/CSS facilities are subject to fingerprinting on an annual basis via the FBI Integrated Automatic Fingerprint Identification System (IAFIS) through which local, state, and federal background checks are performed. Contractor personnel who possess a collateral clearance at the SECRET or TOP SECRET level, which has been certified to NSA/CSS facilities based on the results of the IAFIS. Uncleared contractor personnel access decisions based on IAFIS results are not subject to appeal. Any uncleared contractor personnel who refuses to be fingerprinted will be immediately denied access to NSA/CSS facilities.

H.33 352.290-9001 RETENTION OF INFORMATION (OCT 1993)

After completion of the contract, the contractor shall not retain in his possession (unless specified by the contract document) any drawings, sketches, prints, reports, or other data developed under this contract without written approval of the Contracting Officer, or his duly authorized representative.

H.34 352.290-9002 TESTING OF ELECTRONIC EQUIPMENT (AUG 1996)

Research, development, test and evaluation by the contractor of electronic equipment or systems which have the capability to acquire the contents of communications may be governed by the United States electronic surveillance laws, including the Foreign Intelligence Surveillance Act of 1978 (FISA), 50 U.S.C. IS01-1810, and Title III of the Omnibus Crime Control and Safe Streets Act of 1968, 18 U.S.C. 2510-2520. The contractor shall conduct all testing of electronic equipment pursuant to this contract which may acquire nonpublic communications in accordance with United States law, including specifically the provisions of 50 U.S.C. 1805(f) (1).

H.35 352.290-9003 UNAUTHORIZED DISCLOSURE OF GOVERNMENT INFORMATION SYSTEMS DATA (SEP 2006)

(a) The contractor is strictly prohibited from disclosing any information derived from Government data bases. This prohibition applies equally to extracts or summaries of such information, and includes oral, written, or electronic media disclosures. The subject data bases include, but are not limited to, financial data bases, program budget information data bases, and procurement information data bases. In limited circumstances, the Contracting Officer may authorize the contractor's disclosure of such information when disclosure is necessary to the successful completion of the contract. The contractor's unauthorized disclosure of Government data base information could result in the disqualification, debarment or suspension of the contractor. Such an unauthorized disclosure may also constitute a criminal violation of the fraud or information disclosure provisions of Title 18 of the United States Code. In addition, the unauthorized disclosure of classified data base information may constitute a violation of the "espionage" provisions of Title 18 of the U.S. Code, Sections 793, 794, and/or 798, or Title 50 of the U.S. Code, Section 783.

(b) As a precondition to contractor access to financial management information (e.g., data that imparts knowledge of the Agency's financial posture, including but not limited to financial planning, programming, budgeting and execution (PPBE) information), all contractor personnel for whom such access is required shall execute a non-disclosure agreement specifically governing such information, and requiring such personnel (a) to use the information only in the performance of the contract, (b) not to disclose it to unauthorized personnel, and (c) to report any violation of the non-disclosure agreement to the Agency. To help satisfy Department of Defense PPBE accountability obligations, a copy of each such non-disclosure agreement will be maintained by the Agency's Directorate of Finance.

(c) The Contractor shall provide the COR a list of applicable employees prior to personnel gaining access to any Information System(s).

(d) Information Systems is defined as any telecommunications and/or computer-related equipment or interconnected system or subsystems of equipment that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmitting, or receiving of voice and/or data, and includes software, firmware, and hardware.

H.36 352.290-9006 UTILIZATION OF PROJECT PERSONNEL (OCT 1993)

Any technical personnel who, during the performance of the contract, are assigned by the contractor to replace the technical personnel identified by the contractor in his technical proposal (or during negotiations) for work on the Project shall possess at least the same technical qualifications and be capable of assuring satisfactory performance of the work required by this contract.

H.37 ACQUISITION RESOURCE CENTER (ARC) REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause -

- (1) "Acquisition Resource Center (ARC) Business Registry" means the primary Maryland Procurement Office (MPO) repository for contractor information required for the conduct of business with MPO.
- (2) "Registered in the ARC Business Registry" means that all mandatory Information is included in the ARC Business Registry.

For the Prime Contractor:

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the ARC Business Registry prior to award, during performance, and through payment of any contract resulting from this solicitation, except for awards to foreign vendors for work performed outside the United States.

(2) Lack of registration in the ARC Business Registry shall make an offeror ineligible for award.

(3) MPO established a goal of registering all contractors in the ARC Business Registry to provide a market research tool and to facilitate communication between the MPO and the contractor community. Offerors that are not already registered in the ARC should apply for registration immediately upon receipt of this solicitation.

(c) Contractor registering in ARC are responsible for the accuracy and completeness of the data within the ARC, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor agrees to periodically update information when previously provided information changes. To remain registered in the ARC Business Registry after the initial registration, the Contractor is required to confirm annually on or before the anniversary of the initial registration that the information is accurate and complete.

(d) Lower tier subcontractors that are not already registered in the ARC Business Registry are encouraged to register via the Internet at: <http://www.nsaarc.net/>

(End of Clause)

H.38 352.290-9009 GOVERNMENT-CONTRACTOR RELATIONS: CONTRACTOR IDENTIFICATION (JAN 2005)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exist or will exist under the contract between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other MPO contracts, or become a part of the Government organization.
- (3) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DoD or the Federal Government.
- (4) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship: The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

The Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply. The entire consideration and benefits to the Contractor for performance of this contract are contained in the provisions for payment under this contract.

(e) Contractor employees shall be clearly identifiable while on Government property or when otherwise representing the Government. At all times when performing this contract at Government facilities, every contractor employee shall, in accordance with Government procedures, obtain and display the appropriate Government-issued badge that identifies the employee as a contractor employee. When performing work under this contract in any capacity whatsoever, such contractor employees shall use only those Government services, facilities, or equipment (including computers) that are available to them as a result of their contractor employee access to Government facilities. In addition, Contractor personnel attending meetings, answering telephones, sending e-mail, and working in other situations where their Contractor status is not obvious to the Government and/or third parties are required to identify themselves as Contractor employees. Also, all documents or reports produced by Contractor personnel to be delivered to Government must be suitably marked as Contractor products to ensure that Contractor participation is appropriately disclosed.

(f) Notice: It is the Contractor's, as well as the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated. The following procedures will be used:

(1) The Contractor shall notify the Contracting Officer in writing promptly, within 30 (Thirty) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature, and circumstance of the conduct, the name, function, and activity of each government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the contact, and the estimate in time by which the Government shall respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer shall promptly, within 30 (Thirty) calendar days after receipt of notice, respond to the notice in writing. In responding the Contracting Officer shall either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance;

(ii) Countermand any communication regarded as a violation;

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(v) This notice does not constitute a claim and resolution will not result in any increase to the price/cost of this contract.

(g) The Contractor shall ensure that all of their personnel working in Government facilities are knowledgeable of the content of this clause. The Contractor shall ensure that all of their personnel working in Government facilities are knowledgeable of their reporting responsibilities under this clause.

H.39 352-290-9012 SUPPORT OF ACTIVITIES THAT MAY AFFECT U.S. PERSONS (MAR 2005)

(a) Performance under this contract entails the support of Government activities involving the selection, processing, retention and/or dissemination of SIGINT information which must be conducted in a manner that conducts the privacy rights of U.S. persons. All work and services to be performed hereunder shall be in strict compliance with

(1) DoD 5240.1-R;

(2) Executive Order 12333;

(3) NSA/CSS Policy No. 1-23;

(4) United States Signals Intelligence Directive (USSID) 18;

(5) USSID) 19; and

(6) Any other applicable authorities governing activities that may affect U.S. persons and/or the handling of SIGINT material.

H.40 352-290-9014 CONTRACTOR USE OF GOVERNMENT INFORMATION SYSTEMS (MAY 2007)

Contractors that require access to NSA/CSS Government Information Systems (GIS) shall comply with the NSA/CSS Policy 6-4, Contractor Use of Government Information Systems. The GIS includes any equipment owned, leased, controlled, or operated on behalf of NSA/CSS through contract as defined within the policy. NSA/CSS Policy 6-4 is applicable to all NSA/CSS contractors, subcontractors, and their personnel that use, implement, maintain, or have access to GIS. A copy of NSA/CSS Policy 6-4 can be accessed via the Acquisition Resource Center (ARC) (www.nsaarc.net) by clicking on the "Acquisition News" link.

H.41 COMMERCIAL SOFTWARE LICENSE RESTRICTION:

Unless specifically approved in writing and at least 30 days in advance by the Contracting Officer, Subcontractors at any tier, are not authorized to purchase software as an Other Direct Cost (ODC) to this contract. As such, software may not be billed to NCSU under this contract unless approved.

H.42 352.290-9017 PROTECTION OF UNCLASSIFIED DOD INFORMATION ON NON-DOD SYSTEMS (SEP 2009)**(a) Definitions.**

(i) DoD information. Any information that has not been cleared for public release in accordance with DoD Directive 5230.09, "Clearance of DoD Information for Public Release," and that is provided by the Department of Defense to a non-DoD entity, or that is collected, developed, received, transmitted, used, or stored by a non-DoD entity in support of an official DoD activity.

(ii) Non-DoD entity. Any person who is not a civilian employee or military member of the Department of Defense, or any entity or organization that is not a DoD Component. This includes any non-DoD Federal agency and its personnel and any contractor, grantee, awardee, partner, or party to any form of legal agreement or understanding with the Department of Defense or another Federal agency.

(iii) Non-DoD information system. Any information system that is not used or operated by the by the Department of Defense and that is not used or operated by a contractor or other non-DoD entity on behalf of the Department of Defense.

(b) DoD Information. This clause applies to unclassified DoD information. Such information may be disseminated by the Contractor, Grantee, or Awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- (1) Non-public information provided to the Contractor {e.g., with the request for proposal}.
- (2) Information developed during the course of the contract, grant, or other legal agreement or understanding (e.g., draft documents, reports, or briefings and deliverables).
- (3) Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

(c) Information Safeguards- Contractors shall employ the following information safeguards:

(1) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.

(2) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(3) Sanitize media (e.g., overwrite before external release or disposal).

(4) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such thumb drives and compact disks, using the best available encryption technology.

(5) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(6) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files {e.g., spreadsheet and word processing files using at least application provided password protection level encryption}.

(7) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited authorized recipients.

(8) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(9) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

(i) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(ii) Monitoring and control of both inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts, including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services..

(iii) Prompt application of security-relevant software patches, service packs, and hot fixes.

(10) Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other agreements.

(11) Report loss or unauthorized disclosure of information in accordance with contract or agreement: requirements and mechanisms.

(d) Flowdown Requirements. Contractors shall flow this clause down to all subcontractors and teaming partners.

H.43 352.290-9019 USE OF CONTRACTOR PERSONNEL WITH CONDITIONAL CERTIFICATION OF ACCESS (CCA) (SEP 2010)

Contractors who have been granted Conditional Certification of Access, received Sensitive Compartmented Information indoctrination, and possess a valid Contractor retention badge from the National Security Agency are permitted to perform contractual obligations under the terms and conditions of the contract, unless otherwise excluded.

In the event that a Contractor's conditional access is rescinded and the Contractor is removed from the program, any costs associated with such Contractor, effective on the date of the rescission, shall not be directly billed to the contract.

This clause is applicable to all subcontractors at any tier.

H.44 352.290-9020 ACCESS TO TRAINING OR INFORMATIONAL SESSIONS PROVIDED BY THE GOVERNMENT (MAY 2011)

(a) The use of U.S. Government resources to provide training or informational sessions to contractor employees is an exceptional event. Government provided training and informational sessions include, but are not limited to, Government conferences, Government town hall meetings, Government seminars, VUport training, National Cryptologic School courses, and any other event or activity that is not otherwise commercially available to a Contractor. In general, a Contractor is expected to provide a workforce that is ready to perform the contract services without the need for training or attendance at any type of training or informational session provided by the Government. Accordingly, Contractors are required to provide their employees with any commercial or publicly available training which is necessary to meet the requirements of labor category descriptions under the contract. This clause does not apply to Agency mandatory training (e.g. Annual Intelligence Oversight training, etc.).

(b) The Prime Contractor must submit a written request to the Contracting Officer in order for any Prime Contractor employee or subcontractor employee to attend a training or informational session provided by the Government that is that is not otherwise commercially available. The Prime Contractor's request must contain the following data:

- Prime Contractor Company Name
- Contract Number, including Delivery Order/Task Order
- Technical Task Order number and Title, as applicable
- State whether the request is for attendance by a Prime Contractor or subcontractor employee to a training or informational session as direct charge to the contract or an indirect charge
- Participant Name (Last, First)
- Participant Company Name (also indicate if Prime or Sub)
- Labor Category/Position
- Name of Training Class or Informational Session
- Course/Class Number
- Location (state either Government facility or electronic training media such as VUport)
- Start Date/Time
- End Date/Time
- Length of time of the Training or Informational Session
- Explanation of Contractor's need to attend and how the training or informational session directly relates to the contract statement of work and the Contractor's role under the contract

The Prime Contractor employee or subcontractor employee is not authorized to attend the training or informational session nor invoice for costs unless the Prime Contractor has received approval by the Contracting Officer, in writing, prior to the training or informational session. Reimbursement of costs is limited to the length of time of the training or informational session as approved by the Contracting Officer and this does not include travel time or any other costs associated with travel.

PART IV- SUPPLEMENTAL CONTRACT PROVISIONS

4.1 In support of this program, no direct communication by Subcontractor, personnel, or agents with the Federal Sponsor or any other Agency, State or Federal for the purpose of this project, without prior written approval of the LAS NCSU Director or Program Manager. NC State has the direct contractual relationship with the Sponsor.

4.2 Special limitations may be imposed by the Sponsor Funding Agency, including but not limited to access or creation to classification information, publication restrictions, and Export Control.

4.3 The Federal Government will not impose any cost share or cost matching requirements and no participant, Prime Contractor or Subcontractor may volunteer any type of cost share.

4.4 Each Party acknowledges their duty to cooperate and act in good faith with NCSU and all other selected subcontractors or subrecipients in the preparation of proposals, reporting requirements, filing of invention disclosures and patent applications. Each Party agrees to not file any formal protests with the Sponsor Funding Agency that would threaten the timely start, completion or satisfactory progress of any project in any way.

4.5 NCSU Laboratory for Analytical Sciences Director will have authority to make binding final decisions regarding any technical aspects or issues related to a given Delivery Order. This authority includes but is not limited to a. Selection of each team member for a given Delivery Order proposal subcontract or related binding agreements. This authority may be subject to the Sponsoring Agency Protest Procedures and may be delegated to the LAS Program Manager as needed.

4.6 Labor rates of Subcontractor will be those approved by the Sponsor Federal Agency (in advance) for SDOs above the threshold for Certified Cost and Pricing Data. For SDOs below this threshold, the Subcontractor Manager will review the subcontractor's Cost Proposal (including fully burdened labor rates) to determine price reasonableness as required by the Subcontract.

4.7 Note the use of foreign nationals is restricted by this Subcontract, and advance approval of foreign nationals is required prior to their performance on any Subcontract Delivery Order (see H.9, MPO 352.204-9014, NOTIFICATION OF NON-U.S. CITIZEN PARTICIPATION).

4.8 The Subcontractor must conduct an annual review of its Representations and Certifications in accordance with Federal Agency requirements.

4.9 All Security Issues will be addressed by the NCSU's Contract Clearance Security Officer (CSSO), Mr. Kenneth Roth (unless otherwise notified in writing NCSU), including securing DD 254 and SF 328.

4.10 Contract Data Requirement List (CDRLs): Appendix C, A008: Progress, Status & Management Report & A009: Status Report, shall be submitted monthly to Subcontracts Manager (with invoice) and to LAS Program Manager.

(End of Part IV)

Section J

List of Attachments and Exhibits

Appendix A: Subcontractor's Proposal: Noted on & attached to each Subcontract Delivery Order (SDO)

Appendix B: Subcontractor's Statement of Work: Noted on & attached to each SDO

Appendix C: Contract Data Requirement List – CDRLs (attached)

A008: Contractor Progress, Status & Management Report; &

A009: Status Report