



General and Flowdown Provisions for Purchase Orders Issued Under Terms of America's DataHub Consortium (ADC) Other Agreement (OA)

SECTION I: GENERAL PROVISIONS
1. Acceptance of Contract/Terms And Conditions
2. Applicable Laws
3. Assignment
4. Communication With SCIENTIFIC RESEARCH CORPORATION Customer
5. Contract Direction
6. Definitions
7. Disputes
8. Export Control
9. Extras
10. Furnished Property
11. Gratuities/Kickbacks
12. Independent Contractor Relationship
13. Information of SCIENTIFIC RESEARCH CORPORATION
14. Information of Seller
15. Insurance/Entry on SCIENTIFIC RESEARCH CORPORATION Property
16. Intellectual Property Infringement
17. Offset Credit/Cooperation
18. Packing and Shipment
19. New Materials and Parts Obsolescence
20. Electronic Parts
21. Payments, Taxes, And Duties
22. Precedence
23. Priority Rating
24. Quality Control System
25. Release of Information
26. Severability
27. Survivability
28. Force Majeure
29. Timely Performance
30. Waiver, Approval, and Remedies
31. Warranty
32. Ordering From Federal Supply Schedules
33. Miscellaneous
SECTION II: FAR FLOWDOWN PROVISIONS
A. Incorporation of FAR Clauses
B. Government Subcontract
C. Notes
D. Amendments Required by Prime Contract
E. Reservation of the Government's Rights
F. Federal Funding Accountability and Transparency Act
G. FAR Flowdown Clauses for Commercial Acquisitions
H. FAR Flowdown Clauses for Other Than Commercial Acquisitions or Otherwise Applicable by Statutes or Regulations
I. Certifications and Representations

SECTION I: GENERAL PROVISIONS

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof (including but not limited to any terms and conditions within or referenced within SELLER's quotes, proposals, and future invoices), and they constitute the entire agreement between the parties.
(b) SELLER's signature on, or written acknowledgment of, Contract (including email acknowledgment), commencement of performance, or acceptance of payment from SCIENTIFIC RESEARCH CORPORATION shall constitute SELLER's unqualified acceptance of this Contract and its terms and conditions including Section 1 (a), (b), and (c) herein.
(c) Additional or differing terms or conditions proposed by SELLER, included in SELLER's quote, proposal, order acknowledgment, invoice, website or other means are hereby objected to by BUYER and have no effect unless accepted in writing by SCIENTIFIC RESEARCH CORPORATION. Issuing of a Contract, purchase order or other notice to SELLER, signed or unsigned, by SCIENTIFIC RESEARCH CORPORATION to SELLER does not signify SCIENTIFIC RESEARCH CORPORATION's acceptance of SELLER's differing terms and conditions from those herein however proposed or required by SELLER, including but not limited to SELLER's quote, proposal, order acknowledgment, website, and invoice.

2. APPLICABLE LAWS

- (a) This Contract shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its choice of laws rules, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR) or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.
(b) The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded from this Contract, and shall have no force or effect on this Contract.
(c) (1) SELLER agrees to comply with all applicable laws, orders, rules, regulations, and ordinances.
(2) If: (i) SCIENTIFIC RESEARCH CORPORATION's contract cost or fee is reduced; (ii) SCIENTIFIC RESEARCH CORPORATION's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on SCIENTIFIC RESEARCH CORPORATION; or (iv) SCIENTIFIC RESEARCH CORPORATION incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, SCIENTIFIC RESEARCH CORPORATION may proceed as provided for in (4) below.
(3) Where submission of cost or pricing data is required or requested at any time prior to or during performance

of this Contract, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon SCIENTIFIC RESEARCH CORPORATION's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on SCIENTIFIC RESEARCH CORPORATION's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; or (iv) furnish data of any description that is inaccurate or, if the U.S. Government alleges any of the foregoing, and, as a result, (1) SCIENTIFIC RESEARCH CORPORATION's contract price or fee is reduced; (2) SCIENTIFIC RESEARCH CORPORATION's costs are determined to be unallowable; (3) any fines, penalties or interest are assessed on SCIENTIFIC RESEARCH CORPORATION; or (4) SCIENTIFIC RESEARCH CORPORATION incurs any other costs or damages; SCIENTIFIC RESEARCH CORPORATION may proceed as provided for in (4) below.

(4) Upon the occurrence of any of the circumstances identified in (2) and (3) above, SCIENTIFIC RESEARCH CORPORATION may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

(d) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to SCIENTIFIC RESEARCH CORPORATION hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

(e) SELLER shall provide to SCIENTIFIC RESEARCH CORPORATION with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

3. ASSIGNMENT

Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by SCIENTIFIC RESEARCH CORPORATION. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if SCIENTIFIC RESEARCH CORPORATION is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts and SELLER signs

a SCIENTIFIC RESEARCH CORPORATION Assumption of Payments Agreement. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of SCIENTIFIC RESEARCH CORPORATION against SELLER. SCIENTIFIC RESEARCH CORPORATION shall have the right to make settlements and/or adjustments in the estimated cost and fee without notice to the assignee.

4. COMMUNICATION WITH SCIENTIFIC RESEARCH CORPORATION CUSTOMER

SCIENTIFIC RESEARCH CORPORATION shall be solely responsible for all liaison and coordination with the SCIENTIFIC RESEARCH CORPORATION customer, including the U.S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract.

5. CONTRACT DIRECTION

(a) Only the SCIENTIFIC RESEARCH CORPORATION Procurement Representative has authority to make changes in or amendments to this Contract. Such amendments must be in writing.

(b) SCIENTIFIC RESEARCH CORPORATION engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be sent to the SCIENTIFIC RESEARCH CORPORATION Procurement Representative.

6. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "BUYER" means Scientific Research Corporation.

(b) "Commercial Item" means any item, other than real property, that is of a type used by the public or non-government entities for purposes other than government purposes, has been offered or sold, leased, or licensed to the general public, or has evolved from a commercial item through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in time to satisfy Contract delivery requirements. Also included are installation, maintenance, repair, training, and other services related to Commercial Items (above), and other services offered and sold competitively in the commercial marketplace in substantial quantities and based on established catalog or market prices for specific tasks or outcomes to be achieved and under standard commercial terms and conditions. When this term is used in conjunction with a Government contract, it means the definition of "Commercial Item" cited in Part 2 of the Federal Acquisition Regulation.

(c) "Contract" means the instrument of contracting, such as "PO", "Purchase Order", or other such type designation, including all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a purchase order or other such document) the term "Contract"



General and FAR Flowdown Provisions for Purchase Orders

shall also mean the release document for the Work to be performed.

- (d) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
- (e) "Government" refers to the United States Government.
- (f) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract."
- (g) "SCIENTIFIC RESEARCH CORPORATION", means SCIENTIFIC RESEARCH CORPORATION, acting through its companies or business sites as identified on the face of the Contract. If a subsidiary or affiliate of SCIENTIFIC RESEARCH CORPORATION is identified on the face of this Contract then "SCIENTIFIC RESEARCH CORPORATION" means that subsidiary or affiliate.
- (h) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract."
- (i) "Procurement Representative" means the person authorized by SCIENTIFIC RESEARCH CORPORATION's cognizant procurement organization to administer and/or execute this Contract.
- (j) "SCIENTIFIC RESEARCH CORPORATION" means "BUYER".
- (k) "SELLER" means the party identified on the face of the Contract with whom SCIENTIFIC RESEARCH CORPORATION is contracting.
- (l) "Work" means all required articles, materials, supplies, goods and services constituting the subject matter of this Contract.

7. DISPUTES

All disputes under this Contract which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by SCIENTIFIC RESEARCH CORPORATION. Except as may be expressly set forth in this terms and condition document with the Government Contracting Officer's express consent, the SELLER shall not acquire any direct claim or direct course of action against the U.S. Government when this Contract is issued pursuant to a Government contract.

8. EXPORT CONTROLLED ITEMS

- (a) SELLER shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for suppliers to register with the Department of State in accordance with the International Traffic in Arms Regulations (ITAR). SELLER shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce

regarding any questions relating to compliance with the Export Administration Regulations (EAR). SELLER's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this Contract. Nothing in the terms of this Contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to: (1) The Export Administration Act of 1979, as amended (50 U.S.C. App.2401, *et seq.*); (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*); (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*); (4) The Export Administration Regulations (15 CFR Parts 730-774); (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and (6) Executive Order 13222, as extended.

- (b) SELLER shall immediately notify the SCIENTIFIC RESEARCH CORPORATION Contract Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U. S. Government entity or agency.
- (c) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes: (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j) (4) (A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120. and (2) "Items," defined in the EAR as "commodities," "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

9. EXTRAS

Work shall not be supplied in excess of quantities specified in the Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

10. FURNISHED PROPERTY

- (a) SCIENTIFIC RESEARCH CORPORATION may provide to SELLER property owned by either SCIENTIFIC RESEARCH CORPORATION or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall remain in SCIENTIFIC RESEARCH CORPORATION or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify SCIENTIFIC RESEARCH CORPORATION of any loss or damage. SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.



General and FAR Flowdown Provisions for Purchase Orders

- (d) At SCIENTIFIC RESEARCH CORPORATION's request, and/or upon completion of this Contract the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by SCIENTIFIC RESEARCH CORPORATION.
- (e) The Government Property Clause contained in Section II shall apply in addition to paragraphs (a) through (d) above with respect to Government-furnished property, or property to which the Government may take title under this Contract.

11. GRATUITIES/KICKBACKS/ETHICS

- (a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, to any employee of SCIENTIFIC RESEARCH CORPORATION with a view toward securing favorable treatment as a supplier.
- (b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference.
- (c) SRC values contractual relationships founded in common commitment to ethics and high standards of professional business conduct. Sellers are encouraged to develop and implement ethics programs and business codes of conduct. Both SRC and Sellers are expected to conduct business to the highest ethical standards in accordance with the terms of the Contract and applicable laws and regulations. If you have any questions or request assistance in developing a business code of conduct for your company, please contact the SRC Procurement Representative.

12. INDEPENDENT SELLER RELATIONSHIP

- (a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to SCIENTIFIC RESEARCH CORPORATION.
- (b) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

13. INFORMATION OF SCIENTIFIC RESEARCH CORPORATION

Information provided by SCIENTIFIC RESEARCH CORPORATION to SELLER remains the property of SCIENTIFIC RESEARCH CORPORATION. SELLER agrees to comply with the terms of any Proprietary

Information or Non-Disclosure Agreement with SCIENTIFIC RESEARCH CORPORATION and to comply with all proprietary information markings and restrictive legends applied by SCIENTIFIC RESEARCH CORPORATION to anything provided hereunder to SELLER. SELLER agrees not to use any SCIENTIFIC RESEARCH CORPORATION provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of SCIENTIFIC RESEARCH CORPORATION.

14. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to SCIENTIFIC RESEARCH CORPORATION without prior execution by SCIENTIFIC RESEARCH CORPORATION of either a Proprietary Information or Non-Disclosure Agreement.

15. INSURANCE/ENTRY ON SCIENTIFIC RESEARCH CORPORATION PROPERTY

In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of SCIENTIFIC RESEARCH CORPORATION or its customers for any reason in connection with this Contract, then SELLER and its subcontractors shall procure and maintain worker's compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as SCIENTIFIC RESEARCH CORPORATION may require. In addition, SELLER and its subcontractors shall comply with all site requirements. SELLER shall indemnify and hold harmless SCIENTIFIC RESEARCH CORPORATION, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors. SELLER shall provide SCIENTIFIC RESEARCH CORPORATION thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance. If requested, SELLER shall send a "Certificate of Insurance" showing SELLER's compliance with these requirements. SELLER shall name SCIENTIFIC RESEARCH CORPORATION as an additional insured for the duration of this Contract. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of SCIENTIFIC RESEARCH CORPORATION and is not contributory with any insurance which SCIENTIFIC RESEARCH CORPORATION may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier.

16. INTELLECTUAL PROPERTY INFRINGEMENT

SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party. SELLER agrees to defend, indemnify and hold harmless SCIENTIFIC RESEARCH CORPORATION and its customers from and against any claims, damages, losses, costs and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold

harmless shall not be considered an allowable cost under any provisions of this Contract except with regard to allowable insurance costs.

17. OFFSET CREDIT/COOPERATION

All offset or countertrade credit value resulting from this Contract shall accrue solely to the benefit of SCIENTIFIC RESEARCH CORPORATION. SELLER agrees to cooperate with SCIENTIFIC RESEARCH CORPORATION in the fulfillment of any foreign offset/countertrade obligations.

18. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed by SELLER in accordance with good commercial practice so as to prevent damage during shipping to destination whether the shipment is FOB Origin or FOB Destination. No charge shall be made to BUYER for boxing, packing, or crating unless separately itemized on the face of SELLER's Quote and on the face of this Contract or purchase order.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the BUYER Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number. The Contract Number must also be shown on the SELLER's invoice and all correspondence to BUYER.

(c) Regardless of packing and shipping terms, all risk that the Work may be undamaged by shipment shall be presumed to be upon SELLER until goods have been actually received, inspected, and accepted by BUYER. BUYER shall not be responsible to pay for deliveries received unless docked, inspected, receipted, and accepted by BUYER. SELLER shall be liable to BUYER for any loss or damage due to SELLER's failure to provide adequate protective packaging during shipment. Additional expenses, charges or claims incurred as a result of deviation from these terms, other shipping instructions, or improper or incomplete description in shipping documents, shall be assumed by SELLER unless BUYER determines that SELLER should not be held liable at BUYER's sole discretion. BUYER shall have the right to specify FOB Origin or Destination and to route all shipments. Unless otherwise specified by BUYER, delivery shall be FOB Destination. If FOB Destination, SELLER shall ensure and comply with the shipping requirements of responsible reliable common carriers so as to obtain the lowest transportation cost to meet Contract delivery schedule, as well as safe undamaged delivery to BUYER.

(d) BUYER reserves the right to withhold payment amounts for damaged goods until BUYER at its sole discretion determines liability of SELLER for the amount of damage.

19. NEW MATERIALS AND PARTS OBSOLESCENCE

(a) Seller shall deliver only new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety to SCIENTIFIC RESEARCH CORPORATION in end item deliverables or subparts within deliverable end items. "New material" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(b) SCIENTIFIC RESEARCH CORPORATION may desire to place additional orders for items purchased hereunder. SELLER shall provide SCIENTIFIC RESEARCH CORPORATION with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any item purchased under this Contract.

20. ELECTRONIC PARTS

(a) SELLER shall deliver only authorized electronic parts to SCIENTIFIC RESEARCH CORPORATION whether end items or components or subcomponents within deliverable end items. An "authorized electronic part" means an authentic, unmodified electronic part from the original manufacturer or a source with the express written authority of the original manufacturer or current design activity including an authorized aftermarket manufacturer. An electronic part includes, but is not limited to, an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), a circuit assembly, or embedded software or firmware.

(b) SELLER shall promptly report the delivery of any electronic part that is not an "authorized electronic part" upon discovery to SCIENTIFIC RESEARCH CORPORATION. SCIENTIFIC RESEARCH CORPORATION shall determine whether such non-authorized electronic part is acceptable for use by SCIENTIFIC RESEARCH CORPORATION, and SELLER shall be subject to replacing such non-authorized electronic parts, providing an equitable price adjustment, and/or other contractual remedies resulting from delivery or use of such non-authorized electronic parts. When requested by SCIENTIFIC RESEARCH CORPORATION, SELLER shall provide traceability documentation and/or certifications that meet Government and industry standards to trace delivered electronic parts back to the original manufacturing source, cooperate fully with SCIENTIFIC RESEARCH CORPORATION in investigating and tracing any non-authorized or suspect non-authorized electronic parts, and flow down the requirements of this clause as necessary to ensure SELLER'S ability to comply.

21. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise specified in a note on the face of the BUYER purchase order, terms of payment shall be net 30 days from the latest of the following dates: (i) SCIENTIFIC RESEARCH CORPORATION's receipt of the SELLER's proper invoice; (ii) Scheduled delivery date of the Work; or (iii) Actual acceptance of conforming Work by BUYER following receipt and inspection. SCIENTIFIC RESEARCH CORPORATION shall have a right of setoff against payments

due or at issue under this Contract or any other contract between the parties.

- (b) Payment shall be deemed to have been made as of the date of mailing SCIENTIFIC RESEARCH CORPORATION's payment or electronic funds transfer.
- (c) Unless otherwise specified, estimated costs include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.
- (d) Seller agrees by acceptance or fulfillment of Purchase Order that Purchase Order shall be closed out with no further Seller obligations after a period of 60 days following Buyer final invoice payment to Seller for contracted received deliveries of supplies or services.

- (c) SELLER shall immediately notify BUYER if SELLER discovers after delivery: (1) that delivered Work products or services are nonconforming, or (2) that conformity of delivered Work products or services has become suspect due to discovery of deficiencies in SELLER's purchasing, manufacturing, quality, testing, or inspection processes. SELLER shall rework, repair, or replace any such nonconforming Work at its own expense. If BUYER determines that rework, repair, or replacement of such latent defect in Work or process is not necessary for the intended purpose and use, BUYER, at its sole determination, may agree to an equitable price adjustment as an alternative to SELLER's rework, repair, or replacement.
- (d) SELLER shall flow down through the supply chain the applicable Contract specification and quality requirements including customer requirements.

- (e) Records of all quality control testing and inspection work by SELLER shall be kept complete and available to SCIENTIFIC RESEARCH CORPORATION and its customers upon request for a period of 7 years after the year of final payment received by SELLER unless a longer period is specified in this contract or law or regulation.

22. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Subcontract (which shall include continuation sheets), Release Document, or Face of the Purchase Order, as applicable, including any Special Provisions; (2) these General Provisions; (3) Any master-type agreement (such as corporate, or basic ordering agreements); (4) Statement of Work. FAR or DFARS clauses supersede all other provisions where the prime contract is awarded to SRC by the U. S. Government.

23. PRIORITY RATING

If so identified, this Contract is a "rated order" certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

24. QUALITY CONTROL SYSTEM

- (a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.
- (b) SELLER shall deliver only conforming products and services that meet all specifications, design, test, quality, and inspection requirements. Nonconforming products or services are not acceptable, and if delivered, SELLER shall not be paid. BUYER reserves the right to return nonconforming Work to SELLER at SELLER's expense for replacement or repair at SELLER's expense (including costs of packaging, shipment, insurance, replacement, repair, restocking and other costs). SELLER shall replace nonconforming Work with new, non-repaired or refurbished goods unless BUYER consents otherwise. The decision whether nonconforming Work is to be replaced or repaired is at the sole discretion of BUYER. If BUYER determines that repair or replacement of nonconforming Work is not necessary for the intended purpose and use, BUYER, at its sole determination, may agree to an equitable price adjustment as an alternative to SELLER's repair, or replacement.

25. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER without the prior written approval of SCIENTIFIC RESEARCH CORPORATION.

26. SEVERABILITY

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

27. SURVIVABILITY

If this Contract expires, is completed or terminated, SELLER shall not be relieved of those obligations contained in the following provisions:

- (a) Allowable Cost and Payment
 - Applicable Laws
 - Electronic Parts
 - Export Control
 - Independent Contractor Relationship
 - Information of SCIENTIFIC RESEARCH CORPORATION
 - Insurance/Entry on SCIENTIFIC RESEARCH CORPORATION Property
 - Intellectual Property Infringement
 - Record Retention
 - Release of Information
 - Warranty
- (b) Those U. S. Government flowdown provisions that by their nature should survive.

28. FORCE MAJEURE

SCIENTIFIC RESEARCH CORPORATION shall not be liable for delay to perform obligations under this Contract due to cause or causes beyond its control, including without limitation, acts of God



General and FAR Flowdown Provisions for Purchase Orders

or public enemy, fire, storms, earthquakes, riots, strikes, war, and restraints or shutdown of government.

29. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by SCIENTIFIC RESEARCH CORPORATION, SCIENTIFIC RESEARCH CORPORATION may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify SCIENTIFIC RESEARCH CORPORATION, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (e) In the event of a termination or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by SCIENTIFIC RESEARCH CORPORATION.
- (f) SCIENTIFIC RESEARCH CORPORATION reserves the right to cancel all or any parts of the Contract if SELLER does not make deliveries as specified, time being of the essence.

30. WAIVER, APPROVAL AND REMEDIES

- (a) Failure by SCIENTIFIC RESEARCH CORPORATION to enforce any provision(s) of this Contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of SCIENTIFIC RESEARCH CORPORATION thereafter to enforce each and every such provision(s).
- (b) SCIENTIFIC RESEARCH CORPORATION's approval of documents shall not relieve SELLER from complying with any requirements of this Contract.
- (c) The rights and remedies of SCIENTIFIC RESEARCH CORPORATION in this Contract are in addition to any other rights and remedies provided by law or in equity.

31. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, and descriptions, and other requirements of this Contract and be free from defects in design, material and workmanship. The warranty shall begin upon final acceptance and extend for a period of (i) the manufacturer's warranty period or six months (whichever is longer) if SELLER is not the manufacturer and has not modified the Work: or (ii) one year or the manufacturer's warranty period (whichever is longer) if the SELLER is the manufacturer of the Work or has modified it. If any non-conformity with Work appears within that time, SELLER shall promptly repair, replace, or re-perform the Work. Transportation of replacement Work or return of nonconforming Work and repeat performance of Work shall be at SELLER's

expense. If repair or replacement or re-performance of Work is not timely, Scientific Research Corporation may elect to return the nonconforming Work or repair or replace Work or re-procure the Work at SELLER's expense. All warranties shall run to SCIENTIFIC RESEARCH CORPORATION and its customer(s).

32. ORDERING FROM GOVERNMENT SUPPLY SOURCES

When SCIENTIFIC RESEARCH CORPORATION orders and SELLER offers terms under Federal Supply Schedules, such purchases shall follow the terms of the applicable schedule and SCIENTIFIC RESEARCH CORPORATION shall provide a copy of an authorization letter upon request of SELLER or otherwise shall assume that SELLER has previously received a copy of the authorization, and the following statement is placed in this Contract: "This order is placed under written authorization from (See Contract) dated (See Contract). In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

33. MISCELLANEOUS

- (a) Site Visitation. SRC reserves the right to visit areas of facilities at any level of the supply chain where contractual SRC work is being performed with reasonable advance notice and access to non-financial records applicable to such work and in compliance with laws, regulations, and contractual authorities. Seller agrees, upon request of SRC, to allow SRC's customer representatives to visit such facilities for the same purpose as described above. This requirement shall be flowed down through all tiers of the supply chain supporting this contract. Suppliers may impose escort requirements. All visitors shall comply with ITAR, security, and safety rules of Seller and lower tier suppliers.
- (b) Electronic Documents. If technical or contractual documents are transmitted electronically between the parties, neither party shall contest their validity, or any acknowledgment thereof, on the basis that the document or acknowledgment contains an electronic signature.
- (c) Record Retention. SELLER shall retain all records related to this contract for seven (7) years after the year of final payment received by SELLER unless a longer period is specified in this Contract or by law or regulation. Records include financial, proposal, procurement, specifications, production, inspection, test, shipping and export, and certification records. Upon request, SELLER shall provide timely access to such records to SRC and its customer including the U.S. Government at no additional cost. SRC access does not expect access to SELLER's proprietary financial records to which a U.S. Government representative may have regulatory access.
- (d) Direct Labor Due diligence. SELLER shall conduct continual Direct Labor Due Diligence over any and all labor hours billed by the hour as cost-reimbursement, incentive, time-and-materials, labor-hour, price-redeterminable, or fixed price line items in the Contract. Direct Labor Due Diligence is defined as, and includes all of, the following: (1) ensuring that billed direct labor resources meet the minimum requirements of any applicable contractual labor category descriptions, (2) that resumes of key personnel are submitted with proposals when required by SRC, (3) that any contractually flowed down direct labor category titles and descriptions are utilized for proposals and billing, (4) that any hourly direct labor rate ceilings are not exceeded in accordance with Contract requirements, (5) that Seller will cooperate in providing supporting information when requested by SRC regarding

qualifications of billed direct labor resources, and (6) that any exceptions to the above will be reported immediately to the SRC Procurement Representative. SELLER's submission of each invoice and subsequent acceptance of payment for such direct labor hours billed by the hour shall serve as SELLER's certification that Direct Labor Due Diligence has been completed.

(e) Ethics/Gratuities/Kickbacks. SRC values contractual relationships founded in common commitment to ethics and high standards of professional business conduct. All sellers are encouraged to develop and implement ethics programs and business codes of conduct. Both SRC and sellers are expected to conduct business to the highest ethical standards in accordance with the terms of the contract and applicable laws and regulations. If you have any questions or request assistance in developing a business code of conduct for your company, please contact the SRC Procurement Representative. SELLER shall not offer or give kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as an SRC supplier. By accepting any Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. Sec 51-48) both of which are incorporated herein by reference except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

(f) Green Procurement Program. For Contract deliverables, SELLER agrees to exercise Green Procurement Program preferences in the purchasing of products and services that result in minimal adverse environmental impacts such as the use of recovered materials or bio-based products to the maximum extent practicable unless otherwise contractually prohibited. Due consideration should be given to Environmental Protection Agency (EPA) and USDA designated products referenced on the internet at <http://www.epa.gov/cpg/products.htm>, as appropriate. SELLER shall also comply with any specific applicable contractually flowed down Federal Acquisition Regulation clauses and other provisions pertaining to recovered materials, bio-based products, and environmental sustainment practices within the Contract.

(g) Prevention of Counterfeit Parts. SELLER shall not deliver counterfeit parts to SCIENTIFIC RESEARCH CORPORATION (SRC). After delivery, SELLER shall promptly notify SRC if SELLER discovers that counterfeit parts have been furnished. "Counterfeit part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. If counterfeit parts are furnished under this Contract, such items will be impounded by SRC. Seller shall promptly replace such counterfeit parts with parts that are acceptable to SRC and shall be liable for costs relating to the removal and replacement of said parts. Seller is encouraged to implement appropriate counterfeit part prevention processes that consider: (1) training of appropriate persons in the awareness and prevention of electronic parts; (2) application of a parts obsolescence monitoring program; (3) controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved suppliers; (4) verification and test methodologies to detect

counterfeit parts; (5) monitoring of counterfeit parts reporting from external sources; and (6) quarantine and reporting of suspect or detected counterfeit parts.

(h) Termination For Convenience. BUYER's Procurement Representative may terminate the Contract for BUYER's convenience, in whole or in part, by written notice to SELLER. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims that BUYER may have against SELLER. On the date of such termination or cancellation stated in said notice, SELLER will discontinue all Services pertaining to the Contract, place no additional orders, and preserve and protect materials on hand purchased for or committed to the Contract, work in progress and completed work both in SELLER's own and SELLER's suppliers' plants pending BUYER's instructions, and dispose of same in accordance with BUYER's instructions. BUYER reserves the right to direct SELLER to assign to BUYER any of SELLER's subcontracts, orders, or commitments. Cancellation payments to SELLER or refund to BUYER, if any, will be based on that portion of services satisfactorily performed or goods delivered to BUYER to the date of termination. Seller shall not be entitled to prospective or anticipatory profits or damages because of such termination or cancellation. In the event of an Acquisition of or merger with SELLER by another entity, BUYER shall have the right to terminate contract for Convenience.

(i) Termination For Default. (1) BUYER's Procurement Representative may, by notice in writing, terminate Contract in whole or in part at any time for (i) breach of any one or more of its terms, (ii) failure to deliver goods or services within the time specified by this Contract or SELLER quote or any written extension granted by BUYER's Procurement Representative, (iii) failure to deliver goods or services that do not meet specifications or other requirements or reasonable professional quality standards of workmanship or service, or (iv) SELLER does not cure any of the following causes for Termination for Default within a period of ten (10) business days after receipt of written notice from BUYER's Procurement Representative specifying such cause: (A) BUYER has reason to believe that SELLER will be unable to deliver the Goods or to complete the Services, (B) SELLER has repudiated, either orally or in writing, its obligation to deliver Goods or complete the Services pursuant to the terms of the Contract, or (C) SELLER has failed to make reasonable progress so as to endanger performance of this Contract, or has otherwise failed to comply with any provisions of the Contract. (2) BUYER's Procurement Representative may also terminate Contract in whole or in part in the event of SELLER's suspension of business, insolvency, appointment of a receiver for SELLER's property or business, or any assignment, reorganization or arrangement by SELLER for the benefit of its creditors. In the event of partial termination, SELLER is not excused from performance of the non-terminated balance of work un Contract. (3) In the event of SELLER's default, BUYER may exercise any or all rights and remedies accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity, including but not limited to, SELLER's liability for BUYER's excess reprocurement costs for goods or services. (4) If Contract is terminated for default, BUYER may require SELLER to transfer title to, and deliver to BUYER, as directed by BUYER, any (i) completed supplies, and (ii) partially completed supplies and materials, parts, and other manufacturing materials that SELLER has specifically produced or acquired for the terminated portion of the Contract. Upon direction of BUYER's Procurement Representative, SELLER shall also protect and preserve property and manufacturing materials. (5) SELLER shall not be entitled to further payments under Contract, except for payment of SELLER's unpaid costs of items that BUYER has elected to take possession of and remove, or asked SELLER to deliver, and SELLER shall be liable to BUYER for all costs in excess of the purchase price incurred in



General and FAR Flowdown Provisions for Purchase Orders

completing the Services or deliver of items elsewhere, provided, however, that SELLER shall not be liable for excess costs when delay of SELLER in making deliveries or performing services is due to causes beyond SELLER's control, or such delay is without fault or negligence on the part of SELLER. (6) Following a Termination for Default, should it be judicially determined that SELLER was not in default, such termination shall be deemed a termination made pursuant to Termination for Convenience.

SECTION II: FAR FLOWDOWN PROVISIONS

A. INCORPORATION OF FAR CLAUSES When the items or services furnished are for use in a U. S. Government prime or subcontract and funding is direct contract cost provided by a U. S. Government prime or subcontract, in addition to the provisions of Section I, the following provisions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses of the Federal Acquisition Regulation (FAR). Sellers shall include the appropriate flow down clauses in each lower-tier subcontract. The term "FAR" is deemed to include any published supplements to the FAR; however, only those supplement clauses that are specifically listed herein, are included in the terms of this Contract. FAR Clauses are identified by clause number and Title such as "52".XXX.XX TITLE" Any listed FAR supplements are identified as such, e.g.: Defense FAR Supplement: "DFARS 252.2XX-7XXX TITLE". Alternates of clauses shall apply when applicable. The FAR system clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. FAR clauses inapplicable to the performance of this Contract under Buyer's Government contract are self-deleting. The date and substance of the clauses are those in effect as flowed down to Buyer in the Buyer's Government contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

B. GOVERNMENT SUBCONTRACT

If this Contract is entered into by the Parties in support of a U.S. Government Contract.

Definitions for terms used in the FAR clauses shall be as defined in FAR 2.101, definitions specified within a clause itself, or the FAR Part prescribing a clause. In addition, the following terms shall have the meaning as defined below in this Contract:

1. "Contract" means this Contract.
2. "Contractor" means the SELLER, as defined herein, acting as the immediate (first-tier) subcontractor to SCIENTIFIC RESEARCH CORPORATION.
3. "Cost Accounting Standard Threshold" means \$2,000,000.00.
4. "Cost or Pricing Data Threshold" means \$750,000.00 for Federal Contracts awarded before July 1, 2018; and \$2,000,000.00 for Federal Contracts awarded on, or after, July 1, 2018.

5. "DoD" means U.S. Department of Defense
6. "Micro Purchase Threshold" means \$10,000.00 with the exceptions that it shall mean \$2,000.00 for acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), and that it shall mean \$2,500.00 for acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards.
7. "Prime Contract" means the contract between SCIENTIFIC RESEARCH CORPORATION and the U.S. Government or between SCIENTIFIC RESEARCH CORPORATION and its higher-tier contractor who has a prime contract with the U.S. Government.
8. "Simplified Acquisition Threshold" means \$250,000.00.
9. "Small Business Subcontracting Plan Threshold" means \$700,000.00 (or \$1.5 Million for construction contracts).
10. "SRC" means SCIENTIFIC RESEARCH CORPORATION.
11. "Subcontract" means any contract placed by the SELLER or lower-tier subcontractors under this Contract.

C. NOTES

1. Substitute "SCIENTIFIC RESEARCH CORPORATION" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "SCIENTIFIC RESEARCH CORPORATION Procurement Representative" for "Contracting Officer", "Contracting Officer Representative", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SCIENTIFIC RESEARCH CORPORATION" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or SCIENTIFIC RESEARCH CORPORATION" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the SELLER to/from the Contracting Officer shall be through SCIENTIFIC RESEARCH CORPORATION.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SCIENTIFIC RESEARCH CORPORATION's government prime contract under which this Contract is entered.

Notwithstanding the NOTES above, the terms "Government" and "Contracting Officer" do not change: (a) in the phrases "Government Property", "Government Furnished Property", or "Government Owned Property"; (b) in the Patent Rights clauses incorporated herein, if any; (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative; (d) when title to property is to be transferred directly to the Government; (e) when access to proprietary financial information or other proprietary data is required except as otherwise provided in this Contract; and (f) where specifically modified in this Contract.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

CONTRACTOR agrees that upon the request of SCIENTIFIC RESEARCH CORPORATION it will negotiate in good faith with

SCIENTIFIC RESEARCH CORPORATION relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SCIENTIFIC RESEARCH CORPORATION may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” Clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT’S RIGHTS

If SCIENTIFIC RESEARCH CORPORATION furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SCIENTIFIC RESEARCH CORPORATION, acting on its own behalf, may modify or limit any rights the Government may have to authorize the CONTRACTOR’s use of such Furnished Items in support of other U. S. Government prime contracts.

F. Pursuant to the Government flow down requirements of America’s DataHub Consortium (ADC) Other Agreement (OA) on behalf of the National Science Foundation, the following clauses are flowed down and shall be flowed down though all tiers as required:

REFERENCE TITLE

7. CLEAN AIR AND WATER (Applies to a non-exempt Subcontract exceeding \$150,000 or a facility to be used that has been the subject of a conviction under the Clean Air Act [42 USC 7413(c)(1)] or the Clean Water Act [33 USC 1319(c)] and is listed by the Environmental Protection Agency (EPA) or the Contract is not otherwise exempt.)
 - (1) To comply with all the requirements of Section 114 of the Clean Air Act [42 USC § 7414] and Section 308 of the Clean Water Act [33 USC § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively and all regulations and guidelines issued thereunder before the issuance of the grant.
 - (2) That no portion of the work will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the PA was issued unless and until EPA eliminates the name of such facility or facilities from such listing.
 - (3) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the grant is being performed.
 - (4) To insert the substance of the provisions of this article into any non-exempt Sub- agreement.

VIII. DATA RIGHTS (Only applies to experimental, developmental, and/or research work and data collected during the work, not Fixed Price products purchased from a SELLER.)

(a) Allocation of Principal Rights. The Consortium Member (SRC) awarded a PA may retain rights in Data, including software developed under projects funded under this Agreement. In addition, with respect to Data under this Agreement (construed in its broadest sense including but not limited to Data collected, curated, developed, generated, cleaned/standardized, linked, and/or analyzed) and in consideration for Government funding, the Government shall receive Unlimited Rights. “Unlimited Rights” means rights to use, duplicate, release, or disclose, Data in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

(b) Marking of Data. Project final reports delivered under this Agreement, including Data, may be made available to the public by the Government, except for that portion of the report containing Data properly identified and marked. To the extent permitted by law, the Government will exercise its discretion not to release properly marked Data (such as data relating to an invention or software) notwithstanding its Unlimited Rights in such Data; however, the Consortium Member awarded a PA must properly identify such data and set it off on a separate page in any submission to the NSF. Again, such data must be clearly labeled as proprietary and marked.

(c) Ownership and Delivery. Any and all Data under this Agreement (construed in its broadest sense including but not limited to Data collected, curated, developed, generated, cleaned/standardized, linked, and/or analyzed) will belong to NCSES/NSF (to the extent practicable by law). Accordingly, upon written request, Consortium Member awarded a PA shall agree to deliver to NSF any such Data at no additional cost to NSF within 30 calendar days from the date of the written request. NSF shall retain Unlimited Rights to this delivered Data.

(d) Completion or Termination Considerations. Notwithstanding provision (c) above, with respect to Data under this Agreement (construed in its broadest sense including but not limited to Data collected, curated, developed, generated, cleaned/standardized, linked, and/or analyzed), NSF may, within 5 years after completion or termination of this Agreement, require delivery of data and receive Unlimited Rights.

(e) Lower Tier Agreements. The Consortium Member awarded a PA shall include the substance of this provision, suitably modified to identify the Parties, in all lower tier agreements, regardless of tier, for experimental, developmental, and/or research work under this Agreement.

IX. SAFEGUARDING CONTROLLED UNCLASSIFIED INFORMATION AND CYBER INCIDENT REPORTING (Only applies to SELLER if SELLER work requires access to Government Controlled Unclassified Information as indicated by documents marked as such.)

A. Background. Protection of Controlled Unclassified Information (CUI) is of paramount importance to NSF and can directly impact the ability of NSF to successfully conduct its mission. Therefore, this Section requires the Consortium Member awarded a PA to protect CUI that resides on the Consortium Member’s information systems. This Section also requires the Consortium Member awarded a PA to rapidly report any cyber incident involving CUI.



General and FAR Flowdown Provisions for Purchase Orders

B. Safeguarding CUI. IF SELLER stores or processes CUI in SELLER facilities, SELLER shall implement the version of NIST Special Publication (SP) 800-171 in effect at the time the solicitation is issued or as authorized by the Agreements Officer for CUI that resides on the Consortium Member's information systems. Consistent with NIST SP 800-171, implementation may be tailored to facilitate equivalent safeguarding measures used in the Consortium Member's systems and organization. Any suspected loss or compromise of CUI that resides on the Consortium Member information systems shall be considered a cyber incident and require the Consortium Member to rapidly report the incident to NSF in accordance with paragraph C below.

C. Cyber Incident Reporting. Upon discovery of a cyber incident involving CUI, SELLER shall take immediate steps to mitigate any further loss or compromise. The SELLER shall rapidly report the incident to SRC who will report to the NSF AO through the CMF and provide sufficient details of the event—including identification of detected and isolated malicious software—to enable NSF to assess the situation and provide feedback to SRC who will inform SELLER regarding further reporting and potential mitigation actions. SELLER shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from reporting the cyber incident to enable NSF to assess the cyber incident. SELLER agrees to rapidly implement security measures as recommended by NSF and to provide to NSF (through SRC) any additionally requested information to help the Parties resolve the cyber incident and to prevent future cyber incidents.

D. Lower Tier Agreements. SELLER shall include this Section in all subcontracts or lower tier agreements, regardless of tier, for work performed in support of this Contract.

E. Definitions

Compromise: Disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled Unclassified Information (CUI): Unclassified information that requires safeguarding or dissemination controls, pursuant to and consistent with applicable law, regulations, and Government-wide policies.

Cyber Incident: Actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Information System: A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Rapidly Report: Report to SRC within 72 hours of discovery of any cyber incident and who will report to NSF

XV. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Applies to purchases of telecommunications and video surveillance equipment and services and prohibits sourcing from or incorporating the following products or services: (1) Telecommunications Equipment or Services from Huawei Technologies Company and ZTE Corporation, and (2) Video Surveillance and Telecommunications Services or Equipment from Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company. This clause, excluding paragraph (b)(2), is flowed down through all tiers of the supply chain.)

XVI. ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION) (Applies to subcontracts, not FP products under purchase orders, that exceed the Simplified Acquisition Threshold at the date of project award.)

(a) Definition. As used in this clause - United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Consortium Member awarded a PA shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this Agreement, for Consortium Member awarded a PA or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>

(d) Subcontracts. If SELLER is a subcontractor, not a purchase order supplier of a product, SELLER shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.