

# Government Subcontract Terms and Conditions (Commercial Products and Commercial Services)



1. **Acceptance of Subcontract.** Subcontractor's acknowledgment, acceptance of payment, or commencement of performance constitutes Subcontractor's unconditional acceptance of this Subcontract. Unless expressly accepted in writing and signed by SRI, any additional or different terms or conditions proposed by Subcontractor or included in Subcontractor's acknowledgment are objected to by SRI and have no effect.

2. **Communication with Customer.** SRI is solely responsible for all liaison and coordination with SRI's customer as it affects the applicable prime or higher-tier contract, including the work performed under this Subcontract. Subcontractor acknowledges it has no privity of contract with the customer.

3. **Key Personnel.** If any Subcontractor key personnel are specified in the Subcontract Schedule, such personnel are considered to be essential to the work being performed hereunder. Subcontractor shall not remove any key personnel without the written consent of SRI. Subcontractor shall notify SRI reasonably in advance of any proposed removal (or promptly following any unplanned, immediate unavailability) of key personnel, describing the rationale for the removal (or the reason for unavailability) and the proposed substitute staff in sufficient detail to permit SRI and its customer to evaluate the impact.

4. **Contract Direction.** Only a SRI subcontracts representative has the authority on behalf of SRI to make changes to this Subcontract. Any changes must be made in writing and signed by both parties. SRI technical or business staff may from time to time render assistance, give technical advice, or exchange information with Subcontractor's personnel. No action by SRI technical or business staff constitutes a change under the 'changes' clause of this Subcontract, and is not a basis for an equitable adjustment. Any Subcontractor effort pursuant to instructions other than written instructions from a SRI subcontracts representative is at Subcontractor's sole risk.

5. **Changes.** SRI may, by written notice, direct changes within the general scope of this Subcontract in any of the following: (a) technical requirements and descriptions, specifications, statement of work, drawings, or designs; (b) shipment or packing methods; (c) time and place of performance, delivery, inspection, or acceptance; (d) reasonable adjustments in quantities and delivery schedules; and (e) amount of Furnished Property. If a change increases or decreases Subcontractor's cost or time to perform this Subcontract, the parties shall negotiate an equitable adjustment in price or schedule or both, and SRI shall modify this Subcontract in writing accordingly. Failure of the parties to agree upon an adjustment does not excuse Subcontractor from performing previously agreed upon work. Subcontractor must assert any claim for adjustment within 30 days of receipt of notice of the change. SRI may examine Subcontractor's books and records to verify the amount of the claimed adjustment. Nothing in the foregoing obligates Subcontractor to continue performance or incur costs beyond the point established, if applicable, in any Limitation of Cost or Limitation of Funds articles in this Subcontract.

6. **Timely Performance.** Subcontractor's timely performance is a critical element of this Subcontract. If Subcontractor becomes aware of any difficulty in performing its work hereunder, Subcontractor shall promptly notify SRI in writing giving pertinent details of the reason for the delay and the actions being taken to overcome or minimize the delay. Such notification does not constitute a change to any delivery schedule or other due dates.

7. **Access to SRI Facilities.** If access to SRI facilities is permitted under this Subcontract, Subcontractor's personnel shall comply with all SRI security, safety, rules of conduct, badging and personal identification, and related requirements while on SRI property. Before access is granted, Subcontractor shall provide any information reasonably required by SRI to ensure proper identification of authorized Subcontractor personnel. SRI may, in its sole discretion, remove any Subcontractor employee from SRI facilities.

8. **Intellectual Property.** Subcontractor warrants that the work performed hereunder shall be Subcontractor's original work and that all work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor agrees to defend,

indemnify, and hold harmless SRI and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based on a claim that the work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. Subcontractor represents and warrants that it has obtained (and will obtain, for any future employees) a present assignment of rights in inventions from its employees performing work under this Subcontract, and that there are no conflicting assignments of inventions and other intellectual property to third parties that would prevent Subcontractor granting rights to the United States Government if required by the Prime Contract Flowdown clauses incorporated herein. If the parties jointly create or jointly invent any intellectual property in performance of this Subcontract, the parties agree that as joint owners thereof each is free to exploit the jointly created work (subject to compliance with any applicable confidentiality or release of information constraints) and that neither party will have any no duty of accounting to the other. The parties agree to cooperate with one another with respect to filing of any patent applications on any joint inventions (SRI's intellectual property department may be contacted at ipoffice@sri.com for such purpose).

9. **Limited License to SRI.** Solely to the extent required for SRI to perform its obligations under the prime or higher-tier contract, Subcontractor hereby grants to SRI a nonexclusive, royalty-free, paid-up, right and license to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works of, and authorize others to do any, some, or all of the foregoing, with respect to any and all inventions, discoveries, improvements, maskworks, and patents, as well as any and all data, copyrights, software, reports, and works of authorship that were conceived, developed, generated or delivered in performance of this Subcontract. For clarity, no license is granted to SRI for any purpose other than performance of the prime or higher-tier contract.

10. **Proprietary Information.** Subcontractor shall keep confidential and otherwise protect from disclosure all information and property obtained from SRI in connection with this Subcontract that is identified as confidential or proprietary. Unless expressly authorized in writing by SRI, Subcontractor shall use such information and property only for performance of this Subcontract and shall not disclose such information and property to any third party. However, such obligation shall not apply to information that Subcontractor can demonstrate by its written records was: (a) previously known to Subcontractor; (b) acquired by Subcontractor from a third party having the right to disclose such information; or (c) known to the public, through no fault of Subcontractor. Subcontractor shall maintain data protection processes and systems sufficient to protect SRI provided information and property. Subcontractor shall promptly report to SRI any discovered unauthorized access to or use of information. The provisions of this Article are superseded by any nondisclosure agreement between the parties that is attached to this Subcontract.

11. **Third Party Materials.** Subcontractor shall obtain SRI's written consent before incorporating any third party copyrighted material, including but not limited to so-called 'free or open source software' into any deliverables under this Subcontract. Subcontractor warrants that it has sufficient rights in any delivered third-party material to permit use by SRI and SRI's customer.

12. **Warranty (Fixed-Price Subcontracts).** If this is a fixed-price Subcontract, Subcontractor warrants that all work furnished pursuant to this Subcontract will conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Subcontract and shall be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one year. If any nonconforming work is identified within the warranty period, Subcontractor, at SRI's option, shall promptly repair, replace, or reperform the work. Unless otherwise specified, transportation of replacement work, return of nonconforming work, and reperformance of work shall be at Subcontractor's expense. If repair, replacement, or reperformance of work is not timely, SRI may elect to return, reperform, replace, or reprocur the nonconforming work at Subcontractor's expense. Either SRI or its customer may make claims against this warranty.

### 13. Government Property.

13.1 This section applies only if Subcontractor acquires, fabricates, or is furnished with Government property for the performance of this Subcontract. The terms of this clause are in addition to the general terms of the Government Property clause included in the 'Prime Contract Flowdowns' attached to this Subcontract.

13.2 Subcontractor may acquire or fabricate Government property only after receiving both: (a) the SRI subcontracts representative's consent; and (b) the SRI property department's approval of Subcontractor's property management plan for this Subcontract. The SRI property department may be contacted at subcontracts-property@sri.com.

13.3 Subcontractor shall provide to SRI immediate notice if the Government or other contractor: (a) revokes its assumption of loss under any direct contracts with Subcontractor; or (b) makes a determination that Subcontractor's property management practices are inadequate, or present an undue risk, or that Subcontractor has failed to take corrective action when required.

13.4 Subcontractor shall submit the following reports by email to SRI's subcontracts representative and property department at the times indicated:

- a) A monthly report describing each item of Government property acquired, fabricated, or furnished during the preceding month (except for Material, as defined in FAR 52.245-1(a)).
- b) An annual inventory of all Government property (including Material) that is accountable under this Subcontract.
- c) Upon completion of work or earlier termination of this Subcontract, a termination inventory of all Government property (including Material) that is accountable under this Subcontract, including Subcontractor's recommendations for the disposition of such property.
- d) Upon discovery of any loss, damage, destruction, or theft of Government property, a report describing the facts and circumstances thereof, including the minimum information set forth at FAR 52.245-1(f)(vii)(B).

14. Furnished Property. SRI may provide to Subcontractor certain non-Government property ("Furnished Property") that may include equipment, consumables, parts, chemicals, study drug products, and other materials. Subcontractor shall use Furnished Property only for the performance of this Subcontract. As between the parties, title to Furnished Property remains vested in SRI. Subcontractor shall clearly mark all Furnished Property (or the container of such property) to show its status as SRI property. Subcontractor is responsible for all loss of or damage to Furnished Property while in Subcontractor's possession, other than reasonable wear and tear and intended exploitation of consumable items. Subcontractor shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. At SRI's request and upon closeout of this Subcontract, Subcontractor shall submit to SRI an inventory of any Furnished Property remaining in its possession and shall deliver or otherwise dispose thereof as SRI directs.

15. Counterfeit Parts. Subcontractor shall not deliver any part to SRI that is mislabeled or otherwise misrepresented as being of a different class, quality, or source than is actually the case, including (for example) refurbished parts that are represented as new parts and any parts designated as 'suspect' by the United States Government, such as parts listed in Defense Contract Management Agency alerts under the Government-Industry Data Exchange Program. If SRI determines that Subcontractor has supplied parts in violation of the foregoing, or if Subcontractor becomes aware of or suspects that it has furnished such parts, Subcontractor shall immediately replace the suspect or counterfeit part with a genuine version conforming to the requirements of this Subcontract. Notwithstanding any other provision of this Subcontract, Subcontractor is liable to SRI for SRI's costs in removing Subcontractor-supplied suspect or counterfeit parts, reinserting replacement parts, and any testing made necessary by the substitution. In addition, if this Subcontract is issued in support of a Department of Defense prime contract and is for electronic parts or assemblies containing electronic parts, Subcontractor shall comply with the requirements of DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System in effect on the date of this Subcontract.

16. Final Payment. Final payment under this subcontract is conditioned upon SRI's receipt and acceptance of all services, reports, and supplies called for hereunder, final accounting for and disposition of property, and completion of all close-out documentation.

17. Travel Costs. If travel is authorized under this Subcontract, then SRI will reimburse Subcontractor's allowable travel expenses (in accordance with the applicable cost principles for travel) as part of the Subcontractor's costs. Subcontractor must maintain receipts for all expenses over \$75.00 for which reimbursement is claimed. Lodging receipts must be from establishments serving the general public. Subcontractor shall include a detailed summary of all travel costs by category of expense on each invoice.

18. Stop Work. If SRI sends Subcontractor a written 'stop work' order, Subcontractor shall immediately stop performance of this Subcontract in accordance with the stop work order and shall take all reasonable steps to minimize costs allocable to the Subcontract during the period of work stoppage, including immediately issuing written stop work orders to all lower-tier subcontractors. Once the stop work order is no longer necessary, SRI shall either: (a) terminate the Subcontract in accordance with the Termination Article of this Subcontract; or (b) lift the stop work order, and negotiate an equitable adjustment to the price and delivery schedule, if Subcontractor requests such an adjustment in accordance with the Changes Article of this Subcontract.

19. Termination. SRI may terminate this Subcontract, in whole or in part, by sending written notice to Subcontractor: (a) if the Government or higher-tier contractor terminates SRI's contract covering the subcontracted work; (b) if Subcontractor materially breaches any of its obligations under this Subcontract and fails to cure such breach within ten days after receipt of SRI's written notice of the breach; or (c) for convenience, upon receipt of SRI's written notice. Upon termination, SRI's liability for Subcontractor's costs and Subcontractor's liability for procuring goods or services from alternative sources shall be as set forth in FAR Part 49.

20. Shipment. Unless otherwise specified, all deliverables are to be packed in accordance with good commercial practice. A complete packing list shall be enclosed with all shipments. Subcontractor shall mark containers or packages with necessary lifting, loading, and shipping information, including the Subcontract number, item number, date of shipment, and the name and address of consignor and consignee. Bills of lading shall also include this Subcontract number. Unless otherwise specified, delivery shall be FOB Place of Shipment. Any tangible media storing reports, memoranda, or other materials delivered to SRI hereunder shall become the sole property of SRI.

21. Gratuities and Kickbacks. Subcontractor shall not offer or give a kickback or gratuity (including in the form of entertainment or gifts) for the purpose of obtaining or rewarding favorable treatment as a SRI supplier. By accepting this Subcontract, Subcontractor 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. § 52-58), both of which are incorporated herein by this reference, except that paragraph (c)(1) of FAR 52.203-7 does not apply.

22. Insurance. Subcontractor, and any permitted lower-tier subcontractors, shall each maintain at its own expense during the entire period of performance of this Subcontract: (a) workers compensation insurance in amounts required by applicable law; (b) commercial liability insurance and automobile liability insurance, each covering both bodily injury and property damage with a minimum of US\$2,000,000 per occurrence limit. If requested, Subcontractor shall provide SRI with certificates of insurance showing compliance with these requirements.

23. Harms. Subcontractor assumes full responsibility for any harm it may cause in performance of this Subcontract. Subcontractor shall defend, indemnify, and hold harmless SRI, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and settlement, and court costs, by reason of property damage or loss, environmental harm, or personal injury to any person, caused in whole or in part by the acts or omissions of Subcontractor, its officers, employees, agents, suppliers, consultants, or lower-tier subcontractors.

24. Records and Retention. Subcontractor shall maintain adequate records indicating the effort expended in direct performance of this Subcontract.

Unless a longer period is specified elsewhere in this Subcontract, or by law or regulation, Subcontractor shall retain all records related to this Subcontract for a period of three years from the date of final payment received by Subcontractor. Records related to this Subcontract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping, export, and certification records. At no additional cost, Subcontractor shall timely provide access to such records to the U.S. Government or SRI upon request for audit.

25. Waiver, Approvals, and Remedies. Failure by either party to enforce any of the provisions of this Subcontract or applicable law shall not constitute a waiver of the requirements of such provision or law, or as a waiver of a party thereafter to enforce such provision or law. SRI's approval of documents does not relieve Subcontractor of its obligations to comply with the requirements of this Subcontract. The rights and remedies of either party to this Subcontract are cumulative and in addition to any other rights and remedies provided at law or in equity.

26. Export Control. Each party shall control the disclosure of and access to technical data, information, and other items received under this Subcontract in accordance with U.S. export control laws and regulations. Subcontractor shall indemnify, defend, and hold SRI harmless for all liabilities, penalties, losses, damages, costs (including attorney's fees) or expenses that may be imposed on or incurred by SRI in connection with any violations of such laws and regulations by Subcontractor. Subcontractor shall immediately notify SRI if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked. Subcontractor will give immediate written notification to SRI if the items to be delivered or sold to SRI under this Subcontract are restricted by export control laws or regulations prior to the delivery of the items.

27. Anti-bribery. Subcontractor and its officers, directors, employees, and agents have not offered or provided and will not offer or provide, either directly or indirectly, any gift, payment, or other benefit of any kind to any person that constitutes a breach of any applicable domestic or foreign anti-bribery or corrupt practices law in either the United States (including the Foreign Corrupt Practices Act) or any other country in which any products are sold or services are performed under this Agreement. Upon Subcontractor's breach of the foregoing, SRI may terminate this Agreement immediately, notwithstanding any 'cure' period provided in the termination provisions hereof.

28. Compliance with Laws. Subcontractor agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Subcontractor shall procure all necessary licenses, permits, and pay all fees and other required charges and shall comply with all applicable guidelines and directives of any local, state, or federal governmental authority. Subcontractor shall comply with all applicable taxes, including payroll taxes and income taxes, and shall pay its employees, vendors, and contractors in compliance with applicable law.

29. Independent Contractors. The parties intend to create an independent contractor relationship. Nothing herein creates a partnership, joint venture, agency, employment, or other business relationship between the parties. Subcontractor will not represent itself as an agent of SRI, nor indicate that Subcontractor has the right to obligate SRI in any way. Subcontractor is solely responsible for providing all resources, materials, and facilities needed to accomplish the work required; SRI's facilities may not be used for the performance of the efforts required except as expressly identified herein.

30. Chemicals. Subcontractor represents that each chemical substance constituting or contained in work sold or otherwise transferred to SRI 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. § 2601 et seq.) as amended. Subcontractor shall provide to SRI 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 there under, or its state approved counterpart.

31. Applicable Law. The laws of the State of California govern this Subcontract, without regard to its conflict of laws provisions, except that any clause in this Subcontract that is incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or agency supplements thereto, or is substantially based upon any such FAR or agency supplement

regulation, shall be interpreted according to the federal common law of Government contracts.

32. Severability. If any provision of this Subcontract or application thereof is found invalid, illegal, or unenforceable by law, the remainder of this Subcontract will remain valid, enforceable, and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

33. Electronic Signatures. The parties agree that if this Subcontract is transmitted electronically, neither party shall contest the validity of this Subcontract, or any acknowledgment thereof, on the basis that this Subcontract or acknowledgment contains only an electronic signature.

34. Entire Agreement. This Subcontract integrates, merges, and supersedes any prior offers, negotiations, and agreements (including any letter subcontract or letter of authorization) concerning the subject matter hereof, and constitutes the entire agreement between the parties.

35. Dispute Resolution. All disputes under this Subcontract that are not disposed of by mutual agreement may be decided by an action at law or in equity. Until resolution of any dispute, Subcontractor shall proceed diligently with the performance of this Subcontract as directed by SRI.

36. Headings. The headings used in this Subcontract are for the convenience of the parties only and do not define, limit, or describe the scope or intent of the provisions of the Subcontract.

37. Notice of Disputes. Subcontractor shall promptly notify SRI of any litigation or labor dispute relating to this Subcontract or that has the potential to impair Subcontractor's ability to comply with the terms of this Subcontract.

38. Assignment. Subcontractor may not assign or novate this Subcontract, or delegate its responsibilities hereunder, without the prior written consent of SRI, and any purported assignment is void.

39. Use of Name. Neither party may use the name of the other party (or any trademark or logo thereof) for marketing or endorsement purposes without prior written consent.

40. Survival. Upon expiration or termination of this Subcontract, any clauses (including incorporated clauses of the FAR or agency supplements thereto) which by their nature extend beyond such expiration or termination shall survive.

41. U.S. Government Contract Flowdowns. This Subcontract is being issued in support of a U.S. Government contract. Therefore the following clauses are incorporated herein by reference with the same force and effect as if they were set forth herein in full text, including any notes or modifications following each clause citation: (a) the terms from the prime contract as listed on the 'Prime Contract Flowdowns' attachment to the Subcontract (if any); and (b) the Federal Acquisition Regulation (FAR) clauses and (if the Contract is with an agency of the Department of Defense) Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below. If the notes or modifications following the clause citation state that the clause is applicable only if certain conditions apply, then that clause is part of the Subcontract if the conditions are true and not part of the Subcontract otherwise. In all clauses listed, the terms "Government" and "Contractor" shall be interpreted to identify properly the contracting parties under this Subcontract. The full text of all Federal Acquisition Regulation (FAR) and agency supplement clauses may be found on the Internet at <https://www.acquisition.gov/>, and copies may also be requested from your SRI Subcontract Administrator. Any reference in an incorporated clause to a disputes clause shall be interpreted as the Dispute Resolution clause of this Subcontract.

- i. FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) (Applies if this Subcontract exceeds \$250,000)
- ii. FAR 52.203-7 Anti-Kickback Procedures (Jun 2020) (excluding subparagraph (c)(1)) (Applies if this Subcontract exceeds \$150,000)
- iii. FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020) (Applies if this Subcontract exceeds \$150,000)
- iv. FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021) (Applies if this Subcontract exceeds \$6,000,000 and has a period of performance of more than 120 days; all disclosures of violations of the civil False Claims Act or of Federal criminal law shall be directed to

- the funding agency's Office of the Inspector General with a copy to the agency's contracting officer)
- v. FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Applies if this Subcontract is funded by the Recovery Act)
  - vi. FAR 52.203-16 Preventing Personal Conflicts of Interest (Jun 2020) (Applies if this Subcontract exceeds \$250,000 and is for Subcontractor's employees to perform acquisition functions closely associated with inherently governmental functions)
  - vii. FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (Applies if this Subcontract exceeds \$250,000)
  - viii. FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
  - ix. FAR 52.204-2 Security Requirements (Mar 2021) (Applies if Subcontractor requires access to classified information)
  - x. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) (Applies if Subcontractor will have physical access to a federally-controlled facility or access to a federal information system)
  - xi. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
  - xii. FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies if Subcontractor may have federal contract information residing in or transiting through its information systems, unless this Subcontract is solely for the purchase of commercially available off-the-shelf items)
  - xiii. FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)
  - xiv. FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (excluding paragraph (b)(2))
  - xv. FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Nov 2021) (Applies if this Subcontract exceeds \$35,000 except those for commercial off-the-shelf items)
  - xvi. FAR 52.219-8 Utilization of Small Business Concerns (Oct 2022) (Applies if this Subcontract offers further subcontracting opportunities)
  - xvii. FAR 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
  - xviii. FAR 52.222-26 Equal Opportunity (Sep 2016) (Applies unless exempted by the rules, regulations, or orders of the Secretary of Labor under Executive Order 11246, as amended)
  - xix. FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020) (Applies if this Subcontract exceeds \$150,000)
  - xx. FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020) (Applies if this Subcontract exceeds \$15,000)
  - xxi. FAR 52.222-37 Employments Reports on Veterans (Jun 2020) (Applies if this Subcontract exceeds \$150,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor)
  - xxii. FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (Applies if this Subcontract exceeds \$10,000 and will be performed wholly or partially in the United States unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009)
  - xxiii. FAR 52.222-41 Service Contract Labor Standards (Aug 2018) (Applies if this Subcontract is for services subject to Service Contract Labor Standards)
  - xxiv. FAR 52.222-50 Combating Trafficking in Persons (Nov 2021) (Requirements of paragraph (h) only apply to Subcontracts having an estimated total value of over \$550,000 for supplies, other than commercially available off-the-shelf items, acquired outside the United States, services to be performed outside the United States)
  - xxv. FAR 52.222-54 Employment Eligibility Verification (May 2022) (Applies if this Subcontract: (1) is for either: (i) services, except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider and are normally provided for that COTS item; or (ii) construction; and (2) exceeds \$3,500; and (3) includes work performed in the United States)
  - xxvi. FAR 52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022) (Applies if this Subcontract is subject to Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States)
  - xxvii. FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (Applies if this Subcontract is subject to Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States)
  - xxviii. FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Feb 2021) (Applies if this Subcontract involves hazardous material)
  - xxix. FAR 52.223-7 Notice of Radioactive Materials (Jan 1997) (Applies if this Subcontract involves covered radioactive material. The blank in paragraph (a) is set at 30 days)
  - xxx. FAR 52.223-11 Ozone-Depleting Substances and High Global Warning Potential Hydrofluorocarbons (Jun 2016)
  - xxxi. FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (Applies if this Subcontract value exceeds the micro-purchase threshold as defined at FAR 2.101)
  - xxxii. FAR 52.224-3 Privacy Training (Jan 2017) (Applies if in performance of this Subcontract Subcontractor's employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.) (Alt I (Jan 2017) applies if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable)
  - xxxiii. FAR 52.225-1 Buy American – Supplies (Oct 2022)
  - xxxiv. FAR 52.225-5 Trade Agreements (Dec 2022)
  - xxxv. FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)
  - xxxvi. FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
  - xxxvii. FAR 52.227-14 Rights in Data – General (May 2014)
  - xxxviii. FAR 52.227-19 Commercial Computer Software – Restricted Rights (Dec 2007)
  - xxxix. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (Applicable only if Subcontractor is a small business concern and SRI receives accelerated payments from its client)
  - xl. FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (Mar 2023)
  - xli. FAR 52.245-1 Government Property (Sep 2021) (Applicable only if Subcontractor is acquiring or is furnished Government property for performance) ("Contracting Officer" means SRI except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes SRI. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means SRI and except in paragraphs (d)(2) and (g) where the term includes SRI. The following is added as paragraph (n) "Subcontractor shall provide to SRI immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Subcontractor, or (ii) makes a determination that Subcontractor's property management practices are inadequate, and/or present an undue risk, or that Subcontractor has failed to take corrective action when required.")
  - xlii. FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (Applicable unless exempted by paragraph (e)(4) of the clause)
  - xliii. DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Dec 2022)
  - xliv. DFARS 252.203-7003 Agency Office of the Inspector General (Aug 2019) (Applies whenever FAR 52.203-13 applies (see above))
  - xlv. DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-party Contractor Reported Cyber Incident Information (Jan 2023) (Applies if this Subcontract includes support for the Government's activities related to safeguarding covered defense information and cyber incident reporting)

- xlvi. DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Jan 2023) (Applies if this Subcontract includes operationally critical support, or if performance will involve covered defense information. Subcontractor shall inform SRI if Subcontractor submits any requests to vary from a NIST SP 800-171 security requirement, in accordance with paragraph (b)(2)(ii)(B) of this clause; and shall provide the incident report number, automatically assigned by DoD, to SRI as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause)
- xlvii. DFARS 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (Jan 2023)
- xlviii. DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
- xlix. DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023) (Subcontractor to submit required reports to the Government through SRI)
- I. DFARS 252.204-7020 NIST SP 800-181 DoD Assessment Requirements (Jan 2023) (Not applicable to Subcontracts for commercial off the shelf items)
- ii. DFARS 252.204-7021 Cybersecurity Maturity Model Certification Requirements (Jan 2023) (Not applicable to Subcontracts for commercial off the shelf items)
- iii. DFARS 252.211-7003 Item Unique Identification and Valuation (Jan 2023) (Applies to Subcontracts for acquisition of items requiring unique identification in accordance with DFARS 252.211-7003(c)(1))
- iiii. DFARS 252.223-7001 Hazard Warning Labels (Dec 1991) (Applies if this Subcontract requires delivery of hazardous materials)
- lv. DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994) (Applies if this Subcontract involves ammunition or explosives, including liquid and solid propellants)
- lv. DFARS 252.223-7003 Change in Place of Performance – Ammunition and Explosives (Dec 1991) (Applies if DFARS 252.223-7002 applies)
- lvi. DFARS 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999) (Applies if this Subcontract is for development, production, manufacture, or purchase of arms, ammunition, and explosives, or when arms, ammunition, or explosives will be provided to Subcontractor as Government furnished property)
- lvii. DFARS 252.223-7008 Prohibition of Hexavalent Chromium (Jan 2023) (Applicable to Subcontracts for supplies, maintenance and repair services, or construction materials)
- lviii. DFARS 252.225-7001 Buy American and Balance of Payments Program – Basic (Jan 2023) (Applies instead of FAR 52.225-1)
- lix. DFARS 252.225-7007 Prohibition on Acquisition of United States Munition List Items from Communist Chinese Military Companies (Dec 2018) (Applies if Subcontractor is providing items on the U.S. Munitions List or the 600 series of the Commerce Control List)
- lx. DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2023) (excluding paragraphs (d) and (e)(1)) (Applicable to Subcontracts for items containing specialty metals)
- lxi. DFARS 252.225-7012 Preference for Certain Domestic Commodities (Apr 2022)
- lxii. DFARS 252.225-7021 Trade Agreements - Basic (Jan 2023) (Applies instead of FAR 52.225-5)
- lxiii. DFARS 252.225-7048 Export-Controlled Items (Jun 2013)
- lxiv. DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (Jan 2023) (Applies unless an exception in paragraph (c) of the clause applies)
- lxv. DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (Jan 2023)
- lxvi. DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (Jan 2023)
- lxvii. DFARS 252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (Jan 2023) (Applies to Subcontracts over \$150,000 for the acquisition of covered items as defined in the clause)
- lxviii. DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (May 2020) (DEVIATION 2020-00015) which reads as follows:
  - (a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -
    - (1) An unmanned aircraft system (UAS), or any related services or equipment, that -
      - (i) Is manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;
      - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;
      - (iii) Uses a ground control system or operating software developed in the People’s Republic of China or by an entity domiciled in the People’s Republic of China; or
      - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People’s Republic of China; or
    - (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-
      - (i) In the People’s Republic of China; or
      - (ii) By an entity domiciled in the People’s Republic of China.
  - (b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.
- lix. DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Jan 2023) (Applies to Subcontracts exceeding \$500,000. SRI shall have no liability to Subcontractor for an incentive payment under this clause unless and until SRI receives an incentive payment from its client)
- lxx. DFARS 252.227-7013 Rights in Technical Data – Other Than Commercial Products and Commercial Services (Mar 2023) (Applies instead of FAR 52.227-14, to the extent specified in DFARS 252.227-7015)
- lxxi. DFARS 252.227-7014 Rights in Other than Commercial Computer Software and Other than Commercial Computer Software Documentation (Mar 2023) (Applies instead of FAR 52.227-14)
- lxxii. DFARS 252.227-7015 Technical Data – Commercial Products and Commercial Services (Mar 2023)
- lxxiii. DFARS 252.227-7019 Validation of Asserted Restrictions – Computer Software (Jan 2023)
- lxxiv. DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Jan 2023)
- lxxv. DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2023) (Applicable to Subcontracts for acquisition of steel as a construction material)
- lxxvi. DFARS 252.239-7010 Cloud Computing Services (Jan 2023) (Applies if this Subcontract involves or may involve cloud services)
- lxxvii. DFARS 252.244-7000 Subcontracts for Commercial Products or Commercial Services (Jan 2023)
- lxxviii. DFARS 252.246-7003 Notification of Potential Safety Issues (Jan 2023) (Applies if this Subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Subcontractor shall provide notifications to both SRI and the contracting officer)
- lxxix. DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Jan 2023) (Excluding the introductory text, such that only paragraphs (a) through (e) apply)
- lxxx. DFARS 252.246-7008 Sources of Electronic Parts (Jan 2023) (Applies if this Subcontract is for electronic parts or assemblies containing electronic parts, unless Subcontractor is the original manufacturer)
- lxxxii. DFARS 252.247-7003 Pass-Through of Motor Carrier Surcharge Adjustment to the Cost Bearer (Jan 2023) (Applies if Subcontractor is a motor carrier, broker, or freight forwarder)
- lxxxii. DFARS 252.247-7023 Transportation of Supplies by Sea – Basic (Jan 2023) (Applies instead of FAR 52.247-64 if this Subcontract requires transportation of supplies by sea. Paragraphs (f) and (g) do not apply

if this Subcontract does not exceed the simplified acquisition threshold in part 2 of the FAR)

lxxxiii. DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Dec 2022) (Applies if this Subcontract exceeds the threshold specified in DFARS 249.7003 (c)(1) at the time of the notice) (Subcontractor shall comply with the lower-tier notice requirements of paragraph (d)(2))

42. GSA Schedule Orders. If this document is issued in order for SRI to purchase items from Subcontractor's GSA schedule then the parties agree that: (a) notwithstanding the title of this document as a subcontract, this agreement documents a 'contractor team arrangement' not a prime/sub relationship; (b) each party is independently responsible for reporting and payment of its own sales under its schedule contract and paying the related industrial funding fee to the GSA; (c) if there are any conflicts between the terms of this Subcontract and Subcontractor's GSA schedule, the terms of the GSA schedule control; and (d) any "open market items" are clearly identified as such in accordance with FAR 8.402(f).

43. Contractor Status. Subcontractor certifies that neither Subcontractor nor any of this principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Subcontractor will promptly notify SRI of any change to its status during the term of this Subcontract.

44. Conflict of Interest. Subcontractor certifies that to the best of its knowledge there are no relevant facts or circumstances which would give rise to an organizational conflict of interest with respect to this Subcontract.

45. Priority Rating. If so identified on the Subcontract Schedule, this Subcontract is a "rated order" certified for national defense use and Subcontractor shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

46. Equal Opportunity for Veterans. **This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

47. Equal Opportunity for Disabled Persons. **This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified protected individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

- END OF TERMS (SC-005 Rev. 05/23) -