

**MASTER CONSULTING SERVICES CONTRACT**

This Master Consulting Services Contract ("Contract") is entered on **X, 2015**, by and between Research Triangle Institute ("RTI" or "RTI International"), located at 3040 Cornwallis Road, Research Triangle Park, NC, 27709, and **%Name%** ("Consultant"), (each a "Party" or collectively the "Parties"). This Contract supersedes and replaces all prior contracts between the Parties (NOTE: Contract dependent-remove if necessary).

**RECITALS**

RTI desires to utilize the services of Consultant; and Consultant has agreed to render such services upon request by RTI, at mutually agreeable times, under the following terms and conditions:

**Article 1. Type of Contract.**

- (a) This is a Master Consulting Services Contract. Work under this Contract shall be issued on an individual "Work Order" basis. Work Orders issued under this Contract may be either on an hourly/daily/monthly basis using Consultant's not-to-exceed labor rate defined in Article 4 below and as further specified in an individual Work Order, or at a Fixed Price basis for fixed payments upon the completion of specified deliverables. Each Work Order will include, at a minimum, a:
- (1) Statement of work including a listing of all required deliverables;
  - (2) A not-to-exceed ceiling amount, including not-to-exceed labor rate(s), or fixed price amount;
  - (3) A task period of performance;
  - (4) A milestone payment schedule (if the task is fixed price);
  - (5) Name of RTI Project Manager; and
  - (6) Any other information pertaining to the Work Order.
- (b) Company and Consultant shall have the right to request changes and modifications to a Work Order; however, no changes shall be made to Work Order unless such changes are agreed to in writing or explicitly approved by both parties. Furthermore, if there is a conflict between the terms and conditions of this Contract and the terms and conditions of a Work Order, the terms and conditions of this Contract shall prevail.

**Article 2. Term and Termination.**

- (a) This Contract shall commence on **%Contract\_Begin%** and shall continue until terminated in accordance with such provisions set forth herein. This period is only the period of time within which individual Work Orders may be issued.
- (b) Each Work Order issued hereunder shall contain its own discrete period of performance.
- (c) Either Party may terminate this Contract or a specific Work Order upon thirty (30) days' prior written notice. In the event of a material breach of the Contract or Work Order by Consultant, or in the event that RTI's Client terminates RTI's contract (or a Work Order), or RTI's client does not approve RTI's Consultant, RTI may terminate this Contract and/or any applicable Work Order(s) immediately. This Contract may be modified, altered or changed only by a written amendment signed by both Parties.

**Article 3. Scope of Services.**

Work Orders issued hereunder shall fall under the general Scope of Work attached hereto as Appendix A (hereinafter the "Services"). Each Work Order will contain a scope of work specific to the work ordered. Consultant agrees that he/she shall make himself/herself available to perform such Services for a particular Work Order, on average, the amount of time specified on the applicable Work Order. Consultant agrees at all times to provide the Services in a timely and professional manner based on RTI's needs.

**Article 4. Compensation.**

- (a) Subject to Article 4(b) below, RTI will compensate Consultant at a not-to-exceed labor rate established in an individual Work Order for time devoted to the Services described therein, and will reimburse the Consultant for such travel and other expenses, if authorized. If the Work Order specifies the compensation rate as a "daily rate", the Consultant must perform Services at least eight (8) hours on that particular day; otherwise, the day is treated as a partial day. Partial days shall be compensated on an hourly basis calculated by dividing the daily rate by eight (8)]. RTI shall make any payments due under this Contract within thirty (30) calendar days after its receipt of a proper invoice from Consultant provided such invoice from Consultant complies with all requirements, which may be amended from time to time after this Contract's execution, delineated at the following link: [www.rti.org/files/invoice-payment.pdf](http://www.rti.org/files/invoice-payment.pdf). A sample invoice that describes the proper data and receipts required by RTI is attached as Appendix C. To ensure payment, unless otherwise specified by the Project Manager, invoices must be submitted monthly within 30 days from the end of the monthly billing period. The final invoice must be submitted to RTI within 30 days of the effective end date or termination of the Work Order and must be clearly marked as a "final invoice". Failure to submit invoices by these deadlines risks nonpayment. **RTI must have a fully-signed copy of this Contract and other required documents on file in order for invoices to be paid. Dates of service on the invoice must be within the dates as outlined in Article 2 (a) or otherwise within the dates stated in each Work Order.**
- (b) Each Work Order will identify a ceiling or fixed price amount that shall not be exceeded by Consultant (in either case, the "Maximum Amount"). RTI shall have no obligation to reimburse Consultant for any costs incurred above the Maximum Amount on a given Work Order. Furthermore, once the Maximum Amount, in aggregate, has been invoiced on a particular Work Order, Consultant is no longer authorized to perform the Services under that Work Order without a Work Order Modification signed by

both parties.

- (c) All travel costs incurred shall be in accordance with the Federal Acquisition Regulations, as codified in Title 48 of the Code of Federal Regulations ("FAR") and FAR Supplementary Regulations.
- (d) All taxes applicable to the proceeds received by Consultant shall be the liability of Consultant, and RTI shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. RTI shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by RTI. In accordance with law, RTI shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by RTI to Consultant. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Consultant's responsibility to retain copies of expenses incurred during the performance of Services under this Contract or Work Order for tax reporting purposes. It is the Consultant's responsibility to determine if a value added tax (VAT) is applicable to services provided to RTI, and to timely remit the VAT charged to RTI per the invoicing instructions included in Paragraph A of this Article. The invoice tendered to RTI for payment shall comply with the applicable local country's VAT regulations.
- (e) The compensation and/or not-to-exceed labor rates contained in an individual Work Order do not exceed that charged by Consultant to any other customers or clients, including the U.S. Government, for similar quantities of like items or services to be rendered.

**Article 5. Project Manager.**

- (a) RTI designates %PM\_Name% as the RTI Project Manager for Services under this Contract, unless otherwise stated in each Work Order. The RTI Project Manager shall also be responsible for determining whether Consultant has satisfactorily delivered the Services as specified in the Scope of Work and will be responsible for review and approval of invoices submitted to Accounting by Consultant.
- (b) Each Work Order may specify a specific RTI Project Manager. In the event that a Work Order does not specify a RTI Project Manager, the individual identified in (a) above shall be deemed as the RTI Project Manager for that Work Order.

**Article 6. Confidentiality.**

- (a) It is understood that, during the course of this Contract and/or in performing the Services, Consultant may be exposed to or receive proprietary information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, developments, inventions (whether patentable or not), processes, designs, drawings, strategies, marketing, advertising and/or finances which is confidential to RTI (hereinafter "Confidential Information"). All Confidential Information, written or verbal, made available, disclosed or otherwise known to Consultant as a result of this Contract shall be considered the sole property of RTI and/or RTI's Client. Confidential Information may be used by Consultant only for purposes of performing the Services or other obligations hereunder. Both during the term of this Contract and at all times thereafter, Consultant shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of RTI.
- (b) Upon termination of this Contract, Consultant agrees to return all Confidential Information to RTI. Consultant agrees that the terms of this Contract shall be treated as Confidential Information of RTI.
- (c) In performance of research projects, RTI guarantees confidentiality to its commercial clients. Therefore, in accomplishment of, and/or in connection with, work authorized under a contract which RTI has with a commercial concern, Consultant agrees not to reveal the identity of the commercial client in any manner whatsoever without specific approval of RTI. Furthermore, Consultant shall not publish or make known to others the subject matter of any information developed in performance of Services under this Contract, without first having obtained the approval of the President of RTI or her designee/nominee.
- (d) Information excluded from this Article 6. is as follows: 1) information that comes into the public domain other than through breach of this agreement; 2) was known by Consultant (as established by Consultant's own records or other competent proof before the disclosure); 3) lawfully comes into the possession of Consultant from a third party who is not under an obligation to keep such information confidential; or 4) the disclosure of which is required by law, by any court of competent jurisdiction or by any official regulatory body.

**Article 7. Representations; Conflicts of Interest.**

- (a) Consultant represents that he/she is not under any contractual obligation with his or her current employer or with any other entity that would interfere with or otherwise impair his or her ability to perform the Services hereunder.
- (b) In the performance of the Services, Consultant represents and agrees that he/she will not disclose to RTI any information or perform any work which would violate any contractual or legal obligation he/she has with his/her current employer or with any other entity.
- (c) Consultant affirms that to the best of his/her knowledge no actual or potential conflict of interest exists between Consultant, Consultant's family, business or financial interests and the Services provided under this Contract. In the event of a change in Consultant's private interest that has potential for conflict of interest with the Services under this Contract, Consultant will promptly notify RTI. At RTI's request, Consultant shall complete RTI's Conflict of Interest training and submit a Significant Financial Interest

disclosure form prior to beginning work and either annually thereafter or as new reportable Significant Financial Interests are obtained, whichever occurs first.

- (d) Consultant agrees that if an actual or potential conflict of interest is discovered after award, Consultant will make a full disclosure in writing to RTI. This disclosure shall include a description of activities that Consultant has taken or proposes to take, after consultation with RTI, to avoid, mitigate, or neutralize the actual or potential conflict.
- (e) RTI may terminate this Contract or an individual Work Order immediately if it deems such termination necessary to avoid a conflict of interest. If Consultant was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to RTI, RTI may terminate the Contract immediately for default, and/or pursue such other remedies as may be permitted by law or this Contract.

**Article 8. Employment Status and Privity.**

- (a) Consultant hereby certifies that he/she is an independent contractor and not an employee of RTI under applicable Internal Revenue Service (IRS) or federal or state labor provisions, and Consultant shall have no right to participate in any employee benefit plan offered by RTI.
- (b) In accepting this Contract and any subsequently issued Work Orders, the Consultant certifies that neither it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Consultant during the life of this Contract or a subsequently issued Work Order must be reported immediately to RTI. Consultant agrees to incorporate this Debarment and Suspension certification into any lower-tier contract that it may enter into as a part of this Contract or a subsequently issued Work Order.
- (c) RTI shall neither exercise nor have any right to control the Consultant as to the means by which the Consultant's Services are to be accomplished.
- (d) No privity between Consultant and RTI's Client, including the Federal Government is established by this Contract or an individual Work Order. All communications regarding this Contract or a Work Order must be directed to RTI and not to RTI's Client.
- (e) In accordance with the United States (U.S.) Title 13, Code of Federal Regulations, part 121 (13 CFR 121), and for the purpose of U.S. regulatory prime and sub-contracting reporting pursuant to Federal Acquisition Regulation 52.219-8-9, the U.S. based independent Consultant agrees to be classified by RTI as a Small Business Concern. Furthermore, the Consultant hereby acknowledges that he/she is being classified as a Small Business Concern and can elect to be self-certified for one or more of the following socioeconomic classifications (check any that applies):
  - Small Disadvantaged Business (SDB) (African American, Asian American, Native American, or Hispanic American-owned)
  - Woman-Owned
  - Veteran-Owned
  - Service-Disabled Veteran-Owned

**Article 9. Intellectual Property Ownership.**

- (a) Consultant agrees that all inventions, work product, deliverables or any other information, know-how or material that is created for, or provided to, RTI by Consultant under this Contract ("Invention(s)"), including any background information necessary to practice such Inventions, shall be the sole and exclusive property of RTI or its assignees, and Consultant will and hereby does assign to RTI all rights in and to such Inventions upon the creation of any such Invention, including without limitation (i) patents, patent applications, and patent rights throughout the world; (ii) rights associated with works of authorship throughout the world, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights relating to the protection of trade secrets and confidential information throughout the world; (iv) rights analogous to those set forth herein and any other proprietary rights relating to intangible property, including trademarks, service marks, and the like; and (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired (collectively, "IP Rights"). RTI and its nominees shall have the right to use and/or to apply for statutory or common law protections for such Inventions in any and all countries.
- (b) If the Inventions include any software, then such Invention shall be deemed to include, in both source code and object code forms, the final version and all intermediate versions for the software and all routines and subroutines, as well as all program materials, flowcharts, notes outlines, work papers and the like created or developed in connection therewith, the resulting screen formats and other visual effects of the software, and any formulae, processes, algorithms, ideas, and other information not generally known to the public, whether or not protected by copyright, which are developed or generated by Consultant in the course of performing the Services.
- (c) Any computer program or report, or any portions thereof, prepared by Consultant pursuant to this Contract or which discusses the Invention(s), Services performed under this Contract or the results thereof (the "Written Data") shall be and is produced as a "work made for hire" under the copyright laws of the United States. As a "work made for hire", the copyrights in the Written Data shall belong to RTI from their creation and no further action by RTI shall be necessary to perfect RTI's rights therein. All right, title and interest, including any copyright in and to any Written Data that does not qualify as a "work made for hire" shall be and hereby is assigned to RTI. Consultant, without additional compensation, will assign the copyright in all Written Data to RTI, as soon as it is fixed and the copyright comes into being. In addition, Consultant agrees to assist RTI in taking any subsequent legal steps that may be required to perfect RTI's copyrights in this Written Data including, but not limited to, executing a formal assignment of copyright that can be recorded.

- (d) Consultant shall restrict disclosure of Confidential Information within its organization to those persons having a need to know for purposes of this Contract, and such persons shall be advised of the obligations set forth in this Contract and shall be obligated in like manner.

#### **Article 10. Export Control.**

- (a) Consultant agrees to comply with all U.S. Export Control Laws And Regulations, specifically including but not limited to, the requirements of The Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic In Arms Regulation (ITAR), 22 C.F.R. 120 Et Seq.; and The Export Administration Act, 50 U.S.C. App. 2401-2420, including The Export Administration Regulations, 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable, Anti-Boycott laws, and the Department of Treasury Office of Foreign Assets Control (OFAC) regulations. Without limiting the foregoing, Consultant agrees that he/she will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Consultant or Consultant's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.
- (b) Consultant shall immediately notify RTI if Consultant is, or becomes listed in any denied Parties list or if Consultant's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government Entity Or Agency.
- (c) If Consultant is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Consultant represents that he/she is registered with The Office Of Defense Trade Controls, as required by the ITAR, and he/she maintains an effective export/import compliance program in accordance with ITAR.
- (d) Consultant shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Consultant, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Article.
- (e) **If Consultant is to make shipment where RTI will be the importer or exporter of record, before departure of the cargo, Consultant must furnish RTI's Logistics Management Office [logistics@rti.org, tel. 919-541-6000] copies of all export documentation including certificates, inspections and permits to allow for final checking and approval of the documents, as well as for RTI records retention in the event of audit.**

#### **Article 11. Foreign Corrupt Practices Act.**

- (a) Consultant acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, Consultant understands and agrees that it shall be unlawful for the Consultant and/or any officer, director, employee or agent of the Consultant to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either:
- (1) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
  - (2) to any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.
- (b) Further, Consultant acknowledges that "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, including employees of government-owned companies.

#### **Article 12. Standards of Ethics and Business Conduct.**

- (a) RTI has established very high ethical standards for our employees. RTI considers adherence to the RTI Code of Conduct as well as strict observance of all applicable U.S. and non U.S. laws and regulations to be not only a legal requirements but more than that, an ethical obligation for all. While performing as an RTI Consultant, Consultant is expected to adopt and comply with these same standards. As a result, this Contract incorporates by reference, with the same force and effect as if it was given in full text, RTI's "Code of Conduct." The applicable standards can be accessed on the RTI website at <http://www.rti.org/pubs/CodeConduct.pdf>. Upon request, RTI can provide paper copies of these standards.
- (b) If Consultant has a good faith reason to believe that any violation of the Code of Conduct has been committed by an employee(s) of RTI, Consultant shall report such violation to RTI by calling the RTI's Ethics Helpline toll-free at 1-877-212-7220 or sending an e-mail to [Ethics@rti.org](mailto:Ethics@rti.org).

#### **Article 13. Indemnity.**

Consultant shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Consultant, its officers, employees, agents, or consultant/ suppliers at any tier, in the performance of any of its obligations under this Article.

#### **Article 14. Infringement Indemnity.**

In addition to any other warranty by Consultant against infringement, statutory or otherwise and to the extent permitted by law, Consultant shall defend at his or her expense, any suit against RTI or any client of RTI based on a claim that any item furnished by Consultant under this Contract or the normal use or sale thereof infringes any U.S. Letters patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Consultant is notified in writing of the suit and given authority, information, and assistance at Consultant's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Consultant, at no expense to RTI, shall obtain for RTI and for any client identified by RTI the right to use and sell said item or shall substitute an equivalent item reasonably acceptable to RTI and extend this patent indemnity thereto.

**Article 15. Transfers of Information.**

All transfers of information, including data, under the terms of this Contract shall at all times be subject to the export control and other applicable laws and regulations of the United States. The 1996 Economic Espionage Act protects information belonging to RTI or to clients of RTI and imposes criminal penalties for willful disclosure of trade secret information, including all forms, both tangible and intangible, of financial business, scientific technical engineering or economic information.

**Article 16. Assignability.**

Consultant shall not assign or subcontract any portion of its rights, duties, and/or obligations hereunder unless RTI, in its sole discretion, grants Consultant written permission to do so.

**Article 17. Limitation on Liability.**

In no event shall RTI be liable to Consultant, (a) in the aggregate for any claim, damage, injury or loss of any nature arising out of or related to this Contract in excess of the maximum amount which RTI agreed to pay Consultant, as specified in Article 3, for the Services giving rise to the claim, damage, injury or loss, or (b) for any incidental, consequential, special, punitive or indirect damages.

**Article 18. Electronic Contracting.**

The Parties agree that if this Contract is transmitted electronically neither Party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

**Article 19. Government Federal Acquisition Regulation Clauses and Supplements.**

Consultant shall perform the Services in accordance with the FAR and FAR Supplementary Regulations. Consultant's attention is specifically directed to the list of applicable FAR clauses set forth in Appendix B. These clauses are attached hereto and incorporated herein by reference.

**Article 20. Governing Law.**

This Contract shall be construed and interpreted in accordance with the laws of North Carolina, excluding that body of law known as choice of law, and shall be binding upon the Parties hereto in the United States and worldwide.

**Article 21. Survivability.**

If this Contract is completed, or is terminated, Consultant shall not be relieved of those obligations that, by their language, by implication, or by operation of law, necessarily continue beyond completion, or termination of this Contract, including but not limited to the following provisions:

- Governing Law
- Government Federal Acquisition Regulation flow-down clauses that by their nature should survive
- Transfers of Information
- Electronic Contracting
- Confidentiality
- Export Control
- Intellectual Property Ownership
- Indemnity
- Infringement Indemnity
- Use of Name

**Article 22. Use of Name.**

The Parties each agree not to use the other Party's name, or make any reference to the other Party or any of its employees for advertising, publicity or any purpose whatsoever, whether or not related to this Contract, unless such use of name and/or related materials have been previously approved in writing by the other Party. The provisions of this Article shall survive the termination of this Contract.

**Article 23. Equal Opportunity Compliance (Applicable to Work Orders funded via Federal Contracts).**

During the performance of this Contract and applicable individual Work Orders, Consultant agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, applicable provisions of Executive Order (herein "E.O.") 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 41 CFR 60-1.4, 41 CFR 61-300.10, 29 CFR Part 471 Appendix A to Subpart A, 41 CFR 60-300.5 (Consultant and lower-tier subcontractors and vendors shall abide by the requirements of 41 CFR 60-300.5(a) if if/when an individual Work Order exceeds \$100,000. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors, subcontractors, consultants, lower-tier subcontractors and vendors to employ and advance in employment qualified protected veterans) and 41 CFR 60-741.5 (Subcontractor and lower-tier subcontractors and vendors shall abide by the requirements of 41 CFR 60-741.5(a) if/when an individual Work Order exceeds \$10,000. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime

contractors, subcontractors, consultants, lower-tier subcontractors and vendors to employ and advance in employment qualified individuals with disabilities.)

The above-mentioned referenced regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, subcontractors, consultants, lower-tier subcontractors and vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

These equal opportunity clauses, and the employee notification clause, are hereby incorporated by reference.

#### **Article 24. Representations and Certifications (Applicable to Work Orders funded via Federal Contracts)**

As set forth below, and then renewed on an annual basis for the duration of this Contract, Consultant shall provide current, accurate and complete representations and certifications. It shall be Consultant's responsibility to complete the RTI-provided Representations and Certifications form on annual basis as measured from the date the Representations and Certifications were initially made, and also to ensure the continued accuracy of Consultant's Representations and Certifications. In the event the status of any item which Consultant represented or certified changes prior to Consultant's required annual renewal, Consultant shall promptly notify RTI, which shall be no later than five (5) business days after said change in status.

Consultant shall be required to complete an RTI-provided Representations and Certifications form at the earlier of following events:

- During the initial proposal with RTI in response to a U.S. Government solicitation; or
- Prior to Agreement execution.

#### **Article 25. Anti-Kickback (Applicable to Work Orders funded via Federal Contracts)**

Consultant warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to RTI's employees, associates, agents or representatives for the purpose of securing this Contract, an individual Work Order or securing favorable treatment under this Contract. The Anti-Kickback Act of 1986, as referenced in FAR 52.203-7, is hereby incorporated into this Contract as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7, may have occurred, you should report this suspected violation to Research Triangle Institute's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to [Ethics@rti.org](mailto:Ethics@rti.org). Consultant may report a suspected violation anonymously.

As prescribed in FAR 52.203-7 (Anti-Kickback Procedures), and as later as amended, Consultant shall adhere to the following requirements and regulations for all Work Orders exceeding \$150,000 which are funded via Federal Contracts:

##### **A. Definitions.**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, subcontractor employee, vendor, vendor employee or consultant for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action, including purchase orders, Work Orders and consultant contracts, entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

- (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(2) includes any person, vendor or consultant who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor, vendor or consultant.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. Administrative Procedures.

(1) The Consultant shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in Paragraph B of this clause in its own operations and direct business relationships.

(2) When the Consultant has reasonable grounds to believe that a violation described in Paragraph B of this clause may have occurred, the Consultant shall promptly report in writing the possible violation to RTI.

(3) The Consultant shall cooperate fully with RTI and any Federal agency investigating a possible violation described in Paragraph B of this clause.

(4) RTI may

(i) offset the amount of the kickback against any monies owed by the United States under the Subcontract and/or

(ii) direct that the Consultant withhold from sums owed a lower-tier subcontractor under the Subcontract the amount of the kickback. RTI may order that monies withheld under subdivision (C)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (C)(4)(i) of this clause. In either case, the Consultant, via RTI, shall notify the Contracting Officer when the monies are withheld.

(5) The Consultant agrees to incorporate the substance of this clause, including subparagraph (C)(5) in all subcontracts under this Subcontract which exceed \$150,000.

## **Article 26. Employment Eligibility Verification (Applicable to Work Orders funded via Federal Contracts)**

As prescribed in FAR 52.222-54 (Employment Eligibility Verification), and as later as amended, and if and as applicable, Consultant shall adhere to the following requirements and regulations for all Work Orders exceeding \$3,000 which are funded via Federal Contracts:

A. *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee

barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the Subcontract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a Subcontract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a Subcontract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the Subcontract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a subcontract. It includes but is not limited to purchase orders, Work Orders, consultant contracts and changes and modifications to purchase orders, Work Orders and consultant contracts.

“Subcontractor” means any supplier, distributor, vendor, consultant or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

#### B. *Enrollment and verification requirements.*

(1) If the Consultant is not enrolled as a Federal Contractor in E-Verify at time of Subcontract award, the Consultant shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of Subcontract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Consultant, who are working in the United States, whether or not assigned to the Subcontract, within 3 business days after the date of hire (but see paragraph B (3) of this section); and

(iii) *Verify employees assigned to the Subcontract.* For each employee assigned to the Subcontract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the Subcontract, whichever date is later (but see paragraph B (4) of this section).

(2) If the Consultant is enrolled as a Federal Contractor in E-Verify at time of Subcontract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the Subcontract within 3 business days after the date of hire (but see paragraph B (3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the Subcontract, within 3 business days after the date of hire (but see paragraph B (3) of this section); or

(ii) *Employees assigned to the Subcontract.* For each employee assigned to the Subcontract, the Consultant shall initiate verification within 90 calendar days after date of Subcontract award or within 30 days after assignment to the Subcontract, whichever date is later (but see paragraph B (4) of this section).

(3) If the Consultant is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Consultant may choose to verify only employees assigned to the Subcontract, whether existing employees or new hires. The Consultant shall follow the applicable verification requirements at B (1) or B (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Subcontract.

(4) *Option to verify employment eligibility of all employees.* The Consultant may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Subcontract. The Consultant shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Consultant's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Consultant shall comply, for the period of performance of this Subcontract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Consultant is excused from its obligations under paragraph B of this clause. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant must reenroll in E-Verify.

C. *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

D. *Individuals previously verified.* The Consultant is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Consultant through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

E. *Subcontracts.* The Consultant shall include the requirements of this clause, including this paragraph E (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial 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;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

## **Article 27. Disputes**

(a) Any dispute arising under this Contract or an individual Work Order shall be settled by mutual agreement of the parties or pursuant to Paragraph B below.

(b) If the parties cannot resolve the dispute amongst themselves within a reasonable time, the parties may, by mutual agreement, settle such dispute by arbitration in accordance with the Rules of the American Arbitration Association in the City of Raleigh, North Carolina, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

(c) Pending completion of the Work Order under dispute, or final resolution of a dispute which releases Consultant from performance hereunder, the Consultant shall, at all times, proceed diligently with the performance of the Contract.

**Article 28. Order of Precedence.**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Work Orders issued under this Contract; and
2. Terms and Conditions of this Contract, including any appendices hereto.

<b>CONSULTANT</b>		<b>RESEARCH TRIANGLE INSTITUTE</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Name:</b> %Name%		<b>Name:</b> NAME Lead Consultant Specialist	
<b>Date:</b>		<b>Date:</b>	
<b>Consultant Address:</b> %Address1%,%Address2%,%Address3%			
<b>City:</b> %CityField%		<b>State:</b> %StateField%	<b>Postal Code:</b> %Zip%
<b>Country:</b> %Country%		<b>Country of Citizenship:</b> %Country_Citizenship1%	

## Appendix A – Statement of Work

Consultant shall perform work under this Contract as specified in written Work Orders issued by RTI.

## Appendix B. Federal Acquisition Regulation (FAR) and Supplemental Acquisition Clauses

If a Work Order involves funds from a Federal government contract, or funds from a subcontract at any tier relating to a Federal government contract, relevant clauses from the Federal Acquisition Regulation (FAR) will be incorporated into an individual Work Order by reference with the same force and effect as if they were given in full text, and are applicable to such a Work Order. The full text of the FAR clauses referenced below may be found at <https://www.acquisition.gov/Far/>. Consultant agrees to flow down all applicable FAR and supplementary clauses to any lower-tier subcontractors working pursuant to such a Work Order.

Where necessary to make the language of the FAR clauses applicable to the Work Order, the term “Contractor” shall mean “Consultant,” the term “Contract” shall mean the “Work Order” the terms “Government,” “Covered Entity,” “Contracting Officer,” and equivalent terms and phrases shall mean “Research Triangle Institute or RTI International Consultant Contract Administrator.”

The following instances are exceptions to the general rules as provided above:

1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically;
2. Where an explicit provision of the Work Order states a contrary intent;
3. Where access to proprietary financial information or other proprietary data is required; or
4. Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.

No provision contained in a FAR clause shall be taken to imply any direct access on the part of the Consultant to the Disputes process as defined in the terms of RTI’s Prime Contract, but rather shall be governed by the “Disputes” provision included in this Agreement.

Clause Number	Title	Date
52.202-1	Definitions (if contract is \$150,000 or more)	Nov 2013
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (if contract is \$150,000 or more)	May 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (if contract is \$150,000 or more)	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (if contract is \$150,000 or more)	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct (if contract is \$5,000,000 or more)	Apr 2010
52.203-14	Display of Hotline Poster(s) (if contract is \$5,000,000 or more)	Dec 2007
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applicable if contract is American Recovery and Reinvestment Act of 2009 funded)	Jun 2010
52.203-3	Gratuities (if contract is \$150,000 or more)	Apr 1984
52.203-5	Covenant Against Contingent Fees (if contract is \$150,000 or more)	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government (if contract is \$150,000 or more)	Sep 2006
52.203-7	Anti-Kickback Procedures (if contract is \$150,000 or more)	Oct 2010
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal and Improper Activity (if contract is \$150,000 or more)	Jan 1997
52.204-2	Security Requirements (applies when the contract involves access to information classified “Confidential,” “Secret,” or “Top Secret”)	Aug 1996
52.204-4	Printed or Copied Double-Sided On Recycled Paper (if contract is \$150,000 or more)	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2001
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (if contract is \$25,000 or more)	Jul 2013
52.208-8	Required Sources for Helium and Helium Usage Data (applicable if Helium purchase is required)	Apr 2002

52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (if contract is \$30,000 or more)	Aug 2013
52.211-5	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements (applicable if contract is a rated order)	Apr 2008
52.214-26	Audit and Records -- Sealed Bidding (if contract is \$700,000 or more)	Oct 2010
52.214-28	Subcontractor Certified Cost or Pricing Data -- Modifications -- Sealed Bidding (if contract is \$700,000 or more)	Oct 2010
52.215-10	Price Reduction for Defective Cost or Pricing Data (if contract is \$700,000 or more)	Aug 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (if contract is \$700,000 or more)	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data (if contract is \$150,000 or more)	Oct 2010
52.215-13	Subcontractor Cost or Pricing Data - Modifications (if contract is \$150,000 or more)	Oct 2010
52.215-14	Integrity of Unit Prices (excluding paragraph (b)) (if contract is \$150,000 or more)	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions (if contract is \$700,000 or more)	Oct 2010
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (if contract is \$700,000 or more)	Jul 2005
52.215-19	Notification of Ownership Changes (if contract is \$700,000 or more)	Oct 1997
52.215-2	Audit and Records—Negotiation (applicable if Cost type contract is contemplated with a university, non-profit, state government or local government entity and is \$150,000 or more)	Oct 2010
52.215-2 (Alt. II)	Audit and Records—Negotiation (applicable if Cost type contract is contemplated)	Apr 1998
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	Oct 2010
52.215-21	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data--Modifications	Oct 2010
52.216-4	Economic Price Adjustment - Labor and Material (applicable if Firm Fixed Price type contract is contemplated)	Jan 1997
52.216-7	Allowable Cost and Payment (Subcontractor agrees to execute assignment documents in order to comply with subsection (h) and is applicable if Cost type contract is contemplated)	Jun 2013
52.216-8	Fixed Fee (applicable to cost plus fixed fee contracts)	Jun 2011
52.216-11	Cost Contract – No Fee (applicable to cost no fee contracts)	Apr 1984
52.216-22	Indefinite Quantity	Oct 1995
52.217-2	Cancellation Under Multi-Year Contracts (applicable if Firm Fixed Price type contract is contemplated)	Oct 1997
52.217-8	Option to Extend Services	Nov 1999
52.219-8	Utilization of Small Business Concerns (if contract is \$650,000 or more)	Jul 2013
52.219-9	Small Business Subcontracting Plan (if contract is \$650,000 or more)	Jul 2013
52.219-16	Liquidated Damages - Subcontracting Plan (if contract is \$650,000 or more)	Jan 1999
52.222-1	Notice to Government of Labor Disputes	Feb 1997
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Jul 2005

52.222-3	Convict Labor	Jun 2003
52.222-20	Walsh-Healey Public Contracts Act (if contract is \$15,000 or more)	Oct 2010
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity (subparagraphs (b)(1) through (b)(11) only)	Mar 2007
52.222-27	Affirmative Action Compliance (if contract is \$10,000 or more)	Feb 1999
52.222-29	Notification of Visa Denial (applicable if work it being performed outside of the U.S.)	Jun 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (if contract is \$100,000 or more)	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities (if contract is \$15,000 or more)	Oct 2010
52.222-37	Employment Reports on Veterans (applicable if contract is \$100,000 or more and if FAR 52.222-35 is included)	Sep 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (if contract is \$10,000 or more)	Dec 2010
52.222-41	Service Contract Act of 1965	Nov 2007
52.222-50	Combating Trafficking in Persons	Feb 2009
52.222-54	Employment Eligibility Verification (if contract is \$150,000 or more)	Aug 2013
52.223-3	Hazardous Material Identification and Material Safety Data (applicable to Department of Defense procurements)	Jan 1997
52.223-3 (Alt. I)	Hazardous Material Identification and Material Safety Data (applicable to all agencies other than procurements by the Department of Defense)	Jul 1995
52.223-6	Drug Free Workplace	May 2001
52.223-7	Notice of Radioactive Materials	Jan 1997
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies (if contract is \$25,000 or more)	Feb 2009
52.225-3	Buy American Act—Free Trade Agreement—Israeli Trade Act (if contract is \$25,000 or more)	Jun 2009
52.225-5	Trade Agreements (if contract is \$204,000 or more)	Aug 2009
52.225-8	Duty Free Entry (if contract is \$25,000 or more)	Oct 2010
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.225-26	Contractors Performing Private Security Functions Outside the United States (applicable for DoD and military-related procurements)	Jul 2013
52.227-1	Authorization and Consent	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-3	Patent Indemnity Alt. III	Apr 1984
52.227-9	Refund of Royalties	Apr 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter (applies when the contract is likely to involve classified subject matter)	Dec 2007
52.227-11	Patent Rights— Ownership by the Contractor	Dec 2007
52.227-13	Patent Rights— Ownership by the Government	Dec 2007
52.227-14	Rights in Data – General (Not applicable Under Department of Defense Procurements—see DFARS)	Dec 2007
52.227-23	Rights to Proposal Data (Technical)	Jun 1987
52.228-3	Worker's Compensation Insurance (applicable if Defense Base Act applies)	Apr 1984
52.228-5	Insurance - Work on a Government Installation (applicable if Firm Fixed Price type contract is contemplated)	Jan 1997

52.228-7	Insurance - Liability to Third Persons (applicable to Cost Reimbursement contracts)	Mar 1996
52.228-8	Insurance - Liability to Third Persons (applicable to T&M contracts)	Mar 1996
52.229-2	North Carolina State and Local Sales and Use Tax (applicable to firm fixed construction contracts in North Carolina)	Apr 1984
52.229-10	State of New Mexico Gross Receipts and Compensating Tax applicable if Cost type contract is contemplated and if contract will be for services to be performed in whole or in part within the State of New Mexico)	Apr 2003
52.230-2	Cost Accounting Standards (applicable if contract is subject to full CAS coverage)	May 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices (if contract is \$700,000 or more and if contact subject to modified CAS coverage)	May 2012
52.230-5	Cost Accounting Standards—Educational Institutions (if contract is \$700,000 or more)	Oct 2010
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-7	Payments Under Time and Materials and Labor Hour Contracts	Aug 2012
52.232-16	Progress Payments (Only applicable to Small Businesses)	Apr 2012
52.232-20	Limitation of Cost applicable if Cost type contract is contemplated and if contract is fully funded)	Apr 1984
52.232-22	Limitation of Funds (applicable if Cost type contract is contemplated)	Apr 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (applicable to major defense systems or items of supply for major defense systems)	Dec 1994
52.236-13	Accident Prevention (applicable to constructions contracts)	Nov 1991
52.237-7	Indemnification and Medical Liability Insurance (applicable if contract involves healthcare or healthcare-related services)	Jan 1997
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	May 2014
52.242-13	Bankruptcy (if contract is \$150,000 or more)	Jul 1995
52.242-15	Stop Work Order	Aug 1989
52.242-15 (Alt I.)	Stop Work Order (Cost Reimbursement)	Apr 1984
52.243-1	Changes - Fixed Price	Aug 1987
52.243-2	Changes—Cost Reimbursement (applicable to cost type contracts)	Aug 1987
52.243-3	Changes—Time and Material or Labor Hours (applicable to such contracts)	Sep 2000
52.244-2	Subcontracts (paragraphs (h) and (i) only)	Oct 2010
52.244-5	Competition in Subcontracting (if contract is \$150,000 or more)	Dec 1996
52.244-6	Subcontracts for Commercial Items (applies when the contract involves the acquisition of “commercial items” as defined in FAR 52.202-1)	Dec 2013
52.245-1	Government Property	Apr 2012
52.245-2	Government Property Installation Operation Services (applicable if work performed on a Government installation when Government furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement)	Apr 2012
52.246-2	Inspection of Supplies—Fixed Price	Aug 1996

52.246-3	Inspection of Supplies (Cost Reimbursement) ("Contracting Officer" means "RTI Subcontract Administrator" and "Government" means "RTI and Government" (an inspection system accepted by the Government will be deemed accepted by RTI) and where "Government" first appears in paragraph (k) it shall mean "RTI and the Government." The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to RTI and the Government)	May 2001
52.246-4	Inspection of Services - Fixed Price	Aug 1996
52.246-5	Inspection of Services (Cost Reimbursement) ("Contracting Officer" means "RTI Subcontract Administrator" and "Government" means "RTI and Government" (an inspection system accepted by the Government will be deemed accepted by RTI) and where "Government" first appears in paragraph (k) it shall mean "RTI and the Government." The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to RTI and the Government)	Apr 1984
52.246-6	Inspection of Time and Material and Labor Hour ("Contracting Officer" means "RTI Subcontract Administrator" and "Government" means "RTI and Government" (an inspection system accepted by the Government will be deemed accepted by RTI) and where "Government" first appears in paragraph (k) it shall mean "RTI and the Government." The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to RTI and the Government)	May 2001
52.246-16	Responsibility for Supplies (applicable if Firm Fixed Price type contract is contemplated)	Apr 1984
52.247-3	Capability to Perform a Contract for the Relocation of a Federal Office	Feb 2006
52.247-63	Preference for U.S.-flag Carriers	Jun 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.248-1	Value Engineering	Oct 2010
52.249-1	Termination for the Convenience of the Government (Fixed Price) (Short Form) ("Government" shall mean "RTI") (if contract is under \$150,000)	Apr 1984
52.249-2	Termination for the Convenience of the Government (Fixed Price) ("Government" shall mean "RTI") (if contract is \$150,000 or more)	Apr 2012
52.249-6	Termination (Cost Reimbursement)	May 2004
52.249-6 (Alt. IV)	Termination (Time & Materials or Labor Hour)	Sep 1996
52.249-8	Default (Firm Fixed Price contracts for Supplies and Services)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.252-2	Clauses Incorporated by Reference	Feb 1998

## Supplemental Agency Acquisition Regulations

In addition to the aforementioned FAR Clauses, if a Work Order involves funds from a Department of Defense contract, or funds from a subcontract at any tier relating to a Department of Defense contract, relevant clauses from the Defense Federal Acquisition Regulation Supplement (DFARS) will be incorporated into an individual Work Order by reference with the same force and effect as if they were given in full text, and are applicable to such a Work Order. The full text of the DFARS clauses referenced below may be found at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

Clause No.	Description	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or other Defense-Contract-Related Felonies	Dec 2008
252.204-7000	Disclosure of Information	Aug 2013
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material	Dec 1991
252.211-7000	Acquisition Streamlining	Oct 2010
252.219-7003	Small Business Subcontracting Plan	Aug 2012
252.222-7000	Restrictions on Employment of Personnel	Mar 2000
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Material	Apr 2012
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Material (Alt. I)	Apr 2012
252.225-7014	Reserved	
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Jun 2011
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	Dec 2009
252.225-7025	Restriction on Acquisition of Forgings	Dec 2009
252.225-7032	Waiver of United Kingdom Levies – Evaluations of Offerors	Apr 2003
252.225-7037	Evaluation of Offers for Air Circuit Breaker	Jun 2005
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (if contract exceeds \$500,000)	Sep 2004
252.227-7013	Rights in Technical Data—Noncommercial Items	Feb 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer software Documentation	Feb 2014
252.227-7016	Rights in Bid or Proposal Information	Jan 2011
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	Feb 2014
252.227-7019	Validation of Asserted Restrictions—Computer Software	Sep 2011
252.227-7033	Rights in Shop Drawings	Apr 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	Jun 2013
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	Dec-91
252.229-7004	Status of Contractor as a Direct Contractor (Spain)	Jun 1997
252.235-7002	Animal Welfare (applicable if work involves research of live vertebrate animals)	Dec 2011

252.235-7003	Frequency Authorization (applicable if Subcontractor will be developing, producing, constructing, testing, or operating a device requiring a frequency )	Mar 2014
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services	Dec 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	Jun 2013
252.246-7003	Notification of Potential Safety Issues	Jun 2013
252.247-7023	Transportation of Supplies by Sea	Apr 2014
252.247-7024	Notification of Transportation of Supplies by Sea	Mar 2000
252.249-7002	Notification of Anticipated Contract Termination or Reduction	Oct 2010

### Appendix C. Sample Invoice

Services provided and/or expenses incurred must be within the effective dates of your executed contract, see Article 2(a) or within dates of Work Order. Costs incurred outside of the effective dates of the contract or Work Order will not be reimbursed by RTI. IF YOU HAVE NOT RETURNED YOUR SIGNED CONTRACT OR WORK ORDER TO RTI, PLEASE FAX ASAP TO 866-550-1492; otherwise, invoice cannot be processed.

**INVOICES SHOULD BE SUBMITTED AS DIRECTED BELOW.**

<p><b>SUBMIT INVOICE FOR APPROVAL TO:</b></p> <p>RTI International PO Box 12106 Research Triangle Park, NC 27709-2106</p> <p><a href="mailto:accounting@rti.org">accounting@rti.org</a></p>	<p><b>%Name%</b>  <b>%Address1%</b>  <b>%Address2% %Address3%</b>  <b>%CityField%, %StateField% %Zip%</b>  <b>%Country%</b></p> <p>Consultant's Invoice Number: _____          Consultant's Invoice Date: _____</p> <p>Vendor ID: %Vendor%</p>
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DATE(S)	DESCRIPTION	RATE	Quantity	TOTAL
<b>Include date(s) of service</b>	Consulting Services. <b>(Please provide description of the work product provided, and the person to whom the product was delivered)*</b>	<b>Specified per Work Order</b>		
<b>**Expenses: (Include date(s) for ALL expenses)</b>				
	***Ground Transportation	\$0.56/mile (effective 1/1/14) – convert to local currency, if applicable		
	***RT Airfare (ticket stub attached)			
	***Taxi/car rental			
	***Misc. Expenses (listed below) • •			
Total Consulting Services and Expenses				
Advance				
<b>TOTAL AMOUNT OF INVOICE LESS ADVANCE</b>				

	<u>Required Approvals</u>	<u>Signature</u>	<u>Date</u>
<b>Consultant:</b>	%Name%		
<b>Project Manager:</b>	WORK ORDER PROJECT MANAGER		

**RTI Charge Number: Specified per Work Order**  
**RTI Work Order Number: Specified per Work Order**  
**Order**

**Master Contract Number: %ContractID%**  
**RTI Purchase Order Number: Specified per Work**

\*Work product information must be provided to and approved by RTI Project/Technical Manager before invoice can be paid. Signature of RTI Project/Technical Manager is proof of acceptance and authorization for payment.

\*\*Reimbursement will be for reasonable and authorized expenses only.

\*\*\*Attach receipt for these expenses.