

CONSULTING SERVICES CONTRACT

This Consulting Services Contract ("Contract") is entered on «Date», by and between Research Triangle Institute ("RTI" or "RTI International"), located at 3040 Cornwallis Road, Research Triangle Park, NC, 27709, and «Consultant_Name» ("Consultant"), (each a "Party" or collectively the "Parties").

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. Term and Termination.

- (a) This Contract shall commence on «Start_Date» and shall expire on «End_Date», unless terminated earlier by either Party hereto.
- (b) Either Party may terminate this Contract upon thirty (30) days' prior written notice. In the event of a material breach of the Contract by Consultant, or in the event that RTI's Client terminates RTI's contract, or RTI's client does not approve RTI's Consultant, RTI may terminate this Contract immediately. This Contract may be modified, altered or changed only by a written amendment signed by both Parties.

Article 2. Scope of Services.

Consultant shall perform the services as set forth in the Statement of Work attached hereto as Appendix A under RTI Project «Project_Name» (hereinafter the "Services"). Consultant agrees that he/she shall make himself/herself available to perform such Services. Consultant agrees at all times to provide the Services in a timely and professional manner based on RTI's needs. Nothing in this Contract creates any type of exclusivity between Consultant and RTI related to the ability of Consultant to provide similar Services or any other services to other organizations outside of this Contract, as the Services contained in this Contract are not personally or specifically unique to the needs of RTI.

Article 3. Compensation.

- (a) RTI will compensate Consultant at the fixed rate of \$«Pay_Rate».00 per «Pay_Type» for time devoted to the Services described herein, and will reimburse the Consultant for such travel and other expenses as have been authorized. The total amount of compensation to Consultant, including authorized travel expenses and/or approved other direct costs, shall not exceed \$«Contract_Amount».00. If the compensation rate is specified 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: http://www.rti.org/page.cfm/Supplier_Invoice/Payment_Instructions. 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 Contract 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 1.**
- (b) 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.
- (c) 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 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.
- (d) The compensation and/or not-to-exceed labor rates contained in this Contract 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 4. Project Manager.

RTI designates «RTI_PM» as the RTI Project Manager for Services under this Contract. 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 Accounts Payable by Consultant.

Article 5. 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), trade secrets, 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.

Nothing herein shall be construed or interpreted to limit or in any way restrict the rights of any RTI client including without limitation the federal government of the United States regarding data such client owns or has a right to use, including the right to authorize Consultant's use of such data in direct contracts between Consultant and such client.

- (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 5. 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 6. 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 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 7. 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 and is not eligible to participate in any employee benefit plan offered by RTI. If Consultant desires any form of insurance, including healthcare insurance, Consultant will be solely responsible for providing such at his or her own expense. Additionally Consultant will be responsible for providing the required skill set and competency needed for the performance of this Contract, which includes if and as necessary, tools of the trade.
- (b) In accepting this Contract, 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 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.

- (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. All communications regarding this Contract must be directed to RTI and not to RTI's Client.
- (e) Consultant, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations and ordinances of the United States and all countries where Consultant will be performing the Contract.
- (f) 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 under North American Industry Classification System (NAICS) Code 541690, with a Small Business Size Standard of \$15M. 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 8. 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.
- (e) In the event that RTI is unable for any reason whatsoever to secure Consultant's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to Inventions or improvements that are subject to this Contract (including renewals, extensions, continuations, divisions or continuations-in-part thereof), Consultant hereby irrevocably designates and appoints RTI and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact to act for and in Consultant's behalf and instead of Consultant, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by Consultant. In the event that RTI executes any document as attorney-in-fact on behalf of Consultant, RTI will take reasonable steps to notify Consultant of such execution as soon as possible after such execution. Consultant further expressly acknowledges and agrees that the foregoing power of attorney is coupled with an interest and is therefore irrevocable.
- (f) To the extent that Consultant has any moral rights, including without limitation a right of attribution and/or integrity, in or to any Inventions hereunder or specific portion thereof under the laws of the United States of America (including, but not limited to, Section 106A of the Copyright Act) or any foreign country, Consultant hereby waives: (i) any right to prevent the distortion, mutilation, modification or destruction of the applicable Invention, and (ii) any right to require that Consultant's name be used or omitted in

association with that specific portion of the Invention or with any work based thereon. The waiver specified by this Section shall be for the benefit of RTI and shall survive the expiration or termination of this Contract for any reason.

- (g) Consultant understands that nothing in this Agreement prohibits Consultant from reporting to any governmental authority information concerning possible violations of law or regulation and that Consultant may disclose trade secret information to a government official or to an attorney and use it in certain court proceedings without fear of prosecution, liability, or retaliation, provided Consultant does so in compliance with 18 U.S.C. § 1833.

Article 9. International Trade Compliance (Export and Import).

- (a) "ITC Laws" mean the import, customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of technical data, goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (the "ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999, enforced by the U.S. Department of Treasury; (v) International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C., § 1701 et. Seq.; (vi) Customs regulations administered by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable import, customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws. Consultant agrees to comply with all applicable laws and regulations including, but not limited to, the ITC Laws. 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.

If this Agreement requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under this Agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The Parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under this Agreement. Failure to obtain any required documentation or information from a third party shall result in the third party's exclusion from the government authorization. The Parties shall exchange copies of all government export authorizations related to the Technical Data, or Services, and all provisions or conditions or information relating to the authorization, including but not limited to, any restriction on sublicensing, retransfer, resale or re-export, any requirement for non-disclosure agreements, and any limitation on individuals having access to Technical Data, or Services. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation (e.g., Destination Control Statements, Electronic Export Information filed via Automated Export System) are properly completed and timely filed.

- (b) Consultant shall immediately notify RTI (i) if Consultant or a lower-tier supplier is, or becomes listed in any Denied or Restricted Parties list or if Consultant's or a lower-tier supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency, or (ii) of any pending administrative enforcement action concerning Consultant or a lower-tier supplier that may result in inclusion on any such list.
- (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. Where Consultant is a signatory under an RTI export license or export agreement, Consultant shall provide prompt notification to the RTI Project Manager and the RTI signatory on this Agreement in the event of changed circumstances including, but not limited to, ineligibility, a violation or a potential violation of the ITAR, or the initiation or existence of a U.S. government investigation, that could affect Supplier's performance under this Agreement.
- (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. Consultant shall include the substance of this Article 9 in all agreements with lower-tier suppliers.
- (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 10. 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 11. 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 https://www.rti.org/sites/default/files/related-content-files/codeofconduct_english_0.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.

Article 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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, except to any provisions hereof which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern.

Article 20. 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 21. Use of Name.

Subject to RTI's right to use Consultant's name in connection with RTI's exercise of its rights in and to Consultant's Inventions hereunder, 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 22. Equal Opportunity Compliance (Applicable to Contracts funded via Federal Contracts).

During the performance of this Contract, 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 a Contract 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 a Contract 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 23. Representations and Certifications (Applicable to Contracts 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 24. Anti-Kickback (Applicable to Contracts 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 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. 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 Contracts 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 25. Employment Eligibility Verification (Applicable to Contracts 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 Contracts 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 26. Disputes

- (a) Any dispute arising under this Contract 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. Except as expressly set forth in this Agreement, Consultant shall not acquire any direct claim of action against any RTI client including without limitation the federal government of the United States without the express, prior written consent of the client's contracting officer. Any dispute involving the federal government of the United States shall be heard in a federal court.
- (c) Pending completion of the portion of the Statement of Work 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 27. Combating Trafficking in Persons.

RTI, as well as the United States Government, has adopted a zero tolerance policy prohibiting trafficking in persons, including any trafficking-related activities. Additional information regarding trafficking in persons may be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

Additionally, in the event this Contract is funded in whole or in part via Federal contract funds, the provisions set forth in FAR 52.222-50 (Combating Trafficking in Persons) shall also be applicable to this Contract, as well as FAR 52.222-56 (Certification Regarding Trafficking in Persons Compliance Plan), if and as applicable.

Article 28. Order of Precedence.

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

- 1. the relevant provisions of applicable law including without limitation the FAR and the DFAR;
- 2. the incorporated Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR), and Supplemental Acquisition Clauses, Appendix B;
- 3. the Articles of this Contract cited herein;
- 4. the Statement of Work, Appendix A; and
- 5. any and all other attachments incorporated herein by reference.

CONSULTANT	RESEARCH TRIANGLE INSTITUTE
RTI Consultant Contract Number: «RTI_PO»	
Signature:	Signature:
Name: «Consultant_Name»	Name: «RTI_Cons_Spec_Name» Lead Consultant Specialist

Date:	Date: 11/15/2018	
Consultant Address: «Consultant_Address_1» «Consultant_Address_2» «Consultant_Address_3»		
City: «City»	State: «State»	Postal Code: «Zip»
Country: «Country»	Country of Citizenship: «Country_Of_Citizenship»	

Appendix A. Statement of Work

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

If this Contract 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) contained in the document entitled "Federal Acquisition Regulation (FAR) Clauses" located at <https://www.rti.org/invoice-instructions-and-terms-and-conditions> are hereby incorporated into this Contract by reference with the same force and effect as if they were given in full text, and are applicable to this Contract. The full text of the FAR clauses referenced 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 this Contract.

In addition to the aforementioned FAR clauses, if this Contract involves funds from a Department of Defense contract, or funds from a subcontract at any tier relating to a Department of Defense contract, then the relevant clauses from the Defense Federal Acquisition Regulation Supplement (DFARS) contained in the document entitled "Defense Federal Acquisition Regulation Supplement (DFARS) Clauses" located at <https://www.rti.org/invoice-instructions-and-terms-and-conditions> are hereby incorporated into this Contract by reference with the same force and effect as if they were given in full text, and are applicable to this Contract. The full text of the DFARS clauses referenced may be found at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

No provision contained in a FAR or DFARS 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 Contract.

Appendix C. Sample Invoice

Services provided and/or expenses incurred must be within the effective dates of your executed contract or agreement. Costs incurred outside of the effective dates of the Contract will not be reimbursed by RTI.

IF YOU HAVE NOT RETURNED YOUR SIGNED CONTRACT OR AGREEMENT TO RTI, PLEASE DO SO IMMEDIATELY AS PAYMENT CANNOT BE PROCESSED UNTIL IT HAS BEEN RECEIVED.

<p>SUBMIT INVOICE FOR APPROVAL TO:</p> <p>accounting@rti.org</p> <p>RTI International PO Box 12106 Research Triangle Park, NC 27709-2106</p>	<p>«Consultant_Name» «Consultant_Address_1» «Consultant_Address_2» «Consultant_Address_3» «City», «State» «Zip» «Country» Consultant's Invoice Number: _____ Consultant's Invoice Date: _____</p> <p>Vendor ID: «Vendor_ID»</p>
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DATE(S)	DESCRIPTION	RATE	Quantity	TOTAL
Include date(s) of service	Consulting Services. (Please provide description of the work product provided, and the person to whom the product was delivered)*	\$«Pay_Rate».00 per «Pay_Type»		
**Expenses: (Include date(s) and receipts for ALL expenses)				
	***Ground Transportation	\$0.545 mile (effective 1/1/18) – convert to local currency, if applicable		
	***RT Airfare (ticket stub attached)			
	***Hotel / Lodging			
	***Taxi/car rental			
	***Misc. Expenses (listed below) • •			
Total Consulting Services and Expenses				
TOTAL AMOUNT OF INVOICE				

	<u>Required Approvals</u>	<u>Signature</u>	<u>Date</u>
Consultant:	«Consultant_Name»		
Project Manager:	«RTI_PM»		

RTI Charge Number: «RTI_Project_»
RTI Purchase Order Number: «RTI_PO»

Contract Number: «Contract_ID»

*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.