**FIXED PRICE SUBCONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.**

**Hereinafter referred to as the Contractor or Chemonics**

**And**

***(INSERT SUBCONTRACTOR NAME here)***

**Hereinafter referred to as the Subcontractor**

**For**

*(insert Contract Name here)*

**USAID PRIME CONTRACT NO.**  *(insert contract number here, and Task Order No. if applicable)*

Subcontract number: *(insert Subcontract Number here) (from D365, if applicable)*

Start Date:  *(insert date here)*

End Date:  *(insert date here)*

**Total Fixed price:**

ISSUED BY:

Chemonics International Inc.

1717 H Street, N.W.

Washington, D.C. 20006

ISSUED TO:

*(INSERT SUBCONTRACTOR NAME AND ADDRESS*

Subcontractor Tax ID Number: *(INSERT Subcontractor Employer Identification Number (EIN) or local tax reference number as applicable*

Subcontractor DUNS Number: *(INSERT Subcontractor DUNS for awards valued at $30,000USD or higher unless exempted. Delete if not applicable.*

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The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For For

Chemonics International Inc. {Subcontractor’s name}

By: By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{name} {name}

{title of officer} {title of officer}

Date Signed: {insert date} Date Signed:{insert date}

Place Signed:{insert place} Place Signed: {insert place}

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

# Background, Scope of Work, Deliverables and Deliverables Schedule

A.1. Background

TBD/TBC

A.2. Scope of Work

TBD/TBC

A.3. Deliverables

The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in Section A.4, below.

Deliverable No. 1:  [Insert Deliverable Name]

TBD/TBC

Deliverable No. 2:  [Insert Deliverable Name]

TBD/TBC

A.4. Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

Deliverable No.\* Deliverable Name\* Due Date

1  [Deliverable Name from Section A.3]    [Date]

2  [Deliverable Name from Section A.3]    [Date]

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference herein.

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1 (Alt.III), Changes—Fixed Price, which is incorporated by reference herein.

Any change in the Subcontractor’s scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this subcontract.

# Reporting and Technical Direction

(a) Only Chemonics’ INSERT 'Senior Vice President or the Chief of Party' if the subcontract is within the COP DOA, if not, insert 'Senior Vice President') has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) (specify name and title -- usually COP or Program Manager) will be responsible for monitoring the Subcontractor’s performance under this fixed price subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The (specify name and title -- usually COP or Program Manager), or his/her designee, has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to (specify name and title -- usually COP or Program Manager) or other authorized project staff member.

# Period of Performance

The effective date of this fixed price subcontract is  (fill in date when work must begin, not earlier than signature date) , and the completion date is  (fill in date). The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the  (designate receiving person)   in accordance with the schedule stipulated therein.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

# Subcontract Fixed Price, Invoicing and Payment

D.1. Subcontract Fixed Price

As consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Subcontractor a total of  US$ XX,XXX   (Amount must be denominated in local currency if a local subcontract) .This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section D.3, below, after Subcontractor’s completion of the corresponding deliverable indicated in the following table:

|  |  |
| --- | --- |
| Installment Number and Amount | Corresponding Deliverable Number(s) and Name(s)\* |
| 1.  $XX,XXX   | 1.  (Deliverable No. 1 Name)  , AND  |
| 2.  (Deliverable No. 2 Name)    |
| 2.  $YY,YYY   | 3.  (Deliverable No. 3 Name)   |

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

D.2. Invoicing

Upon technical acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, by the Chemonics representative identified herein, the Subcontractor shall submit an original invoice to  (insert project name)  for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in  (choose either US dollars or specify a local currency if this is a local subcontract)  , per Section D.1., above; and d) payment information corresponding to the authorized account listed in D.3, below.

D.3. Payment Account Information

Chemonics shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via check sent to the Subcontractor’s official address or to the following authorized account:

Account name:  (INSERT Account name provided by the Subcontractor)

Bank name:  (INSERT Subcontractor's bank name)

Bank address or branch location:  (INSERT Subcontractor's bank address or branch location)

Account number:  (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

D.4. Payment

Chemonics will pay the Subcontractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Subcontractor’s deliverables, and b) Chemonics’ receipt of the Subcontractor’s invoice. Payment will be made in  (choose either US dollars or specify a local currency if this is a local subcontract) , paid to the account specified in Section D.3.

# Branding Policy

The Subcontractor shall comply with the requirements of the USAID “Graphic Standard Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

# Authorized Geographic Code; Source and Nationality Requirement [AIDAR 752.225-70 (Feb 2012) as altered]

(a) The authorized geographic code for procurement of goods and services under this subcontract is {insert applicable geographic code}.

(b) Except as may be specifically approved by Chemonics, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 ―Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Chemonics.

(c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:

(1) Military equipment

(2) Surveillance equipment

(3) Commodities and services for support of police and other law enforcement activities

(4) Abortion equipment and services

(5) Luxury goods and gambling equipment, or

(6) Weather modification equipment.

(d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:

(1) Agricultural commodities,

(2) Motor vehicles,

(3) Pharmaceuticals and contraceptive items

(4) Pesticides,

(5) Fertilizer,

(6) Used equipment, or

(7) U.S. government-owned excess property.

If Chemonics determines that the Subcontractor has procured any of these specific restricted this subcontract without the prior written authorization of USAID through Chemonics and has received payment for such purposes, Chemonics may require the Subcontractor to refund the entire amount of the purchase.

# Intellectual Property Rights

(a) Subcontractor  warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless Chemonics and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

(b) Subcontractor’s obligation to defend, indemnify, and hold harmless Chemonics and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 “Authorization and Consent” applies to Chemonics’ Prime Contract for infringement of a U.S. patent and Chemonics and its clients are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees by a third party.

(c) In addition to any other allocation of rights in data and inventions set forth in this agreement, Subcontractor agrees that Chemonics, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have under this agreement an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor and furnished to Chemonics pursuant to this Subcontract shall become the sole property of Chemonics.

# Indemnity and Subcontractor Waiver of Benefits

The Subcontractor shall defend, indemnify, and hold harmless Chemonics from any loss, damage, liability, claims, demands, suits, or judgments (“Claims”) including any reasonable attorney’s fees, and costs, as a result of any damage or injury to Chemonics or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subcontractor’s employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subcontract, or violation of statutory duties of Subcontractor, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subcontract unless such Claim is caused by, or resulting from, a material breach of this Subcontract by Chemonics.

# Compliance with Applicable Laws and Regulations

(a) The Subcontractor shall perform all work, and comply in all respects, with applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this subcontract, which are incorporated by reference into this subcontract, and appear in Section Z, Clauses Incorporated by Reference.

(b) This contract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(c) The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that Subcontractor’s employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.
3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.”

# Privity of Contract and Communications

The Subcontractor shall not communicate with Chemonics’ client in connection with this Subcontract, except as expressly permitted, in writing, by Chemonics. All approvals required from USAID shall be obtained through Chemonics.

This provision does not prohibit the Subcontractor from communicating with the client with respect to:

(a) matters the Subcontractor is required by law to communicate to the U.S. Government;

(b) an ethics or anti-corruption matter;

(c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or

(d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

# Protecting Chemonics’ Interests when Subcontractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USAID Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

In addition to any other rights provided under this subcontract, it is further understood and agreed that Chemonics shall be at liberty to terminate this subcontract immediately at any time following any of the following conditions:

(a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

(b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or

(c) the Subcontractor is identified on the U.S. Government’s Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Notwithstanding any other provision of the Subcontract, upon such termination the Subcontractor shall have no right to receive any further payments.

# Governing Law and Resolution of Disputes

(a) *Governing law.* This Subcontract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor’s suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

 (2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant

to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) Other Disputes.  All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.  Arbitration shall be conducted in Washington, DC.  Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement.  Each party shall bear its own costs of arbitration, including attorneys’ and experts’ fees.  An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(d) Duty to Continue to Perform.  Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.

(e) Limitations. Chemonics’ entire liability for claims arising from or related to this Subcontract will in no event exceed the total subcontract fixed price. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

# Set-Off Clause

Chemonics reserves the right of set-off against amounts payable to Subcontractor under this Subcontract or any other agreement the amount of any claim or refunds Chemonics may have against Subcontractor.

# Assignment and Delegation

This Subcontract agreement may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Chemonics. Absent such consent, any assignment is void.

# Organizational Conflicts of Interest

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics written approval to undertake such activities.

# Gratuities and Anti-Kickback

(a) Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Chemonics supplier.

(b) By accepting this Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

# Terrorist Financing Prohibition/ Executive Order 13224

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury’s Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

# Restrictions on Certain Foreign Purchases (FAR 52.225-13)

Except as authorized by the Department of Treasury’s Office of Foreign Assets Control (OFAC), the Subcontractor shall not acquire for its use in the performance of this subcontract, any supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC’s implementing regulations (31 CFR Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor’s responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at <http://www.treas.gov/offices/enforcement/ofac>.

The Subcontractor shall insert this clause, including this paragraph, in all subcontracts and subawards issued under this subcontract.

# Compliance with U.S. Export Laws

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

As required, subject to Chemonics’ prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. Subcontractor agrees to indemnify, hold harmless and defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemonics as a result of Subcontractor’s non-compliance with this provision.

# Compliance with U.S. Anti-Corruption Regulations

Subcontractor represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended (“FCPA”), as well as the a) UN Convention against Corruption (UNCAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, Subcontractor understands and agrees that it shall be unlawful for the Subcontractor and/or any officer, director, employee or agent of the Subcontractor 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:

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. 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.

For purposes of this Subcontract “foreign official” means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) 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 (e.g., the UN, DFID, or WHO, or the World Bank).

For purposes of this Article, the “government” includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

# Subcontractor Performance Standards

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor’s employees shall not act as agents or employees of Chemonics.

(b) Chemonics reserves the right to request the replacement of Subcontractor personnel and may terminate the subcontract due to nonperformance by the Subcontractor.

(c) Chemonics will use a variety of mechanisms to stay abreast of the Subcontractor’s performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include:

1. Business meetings between the subcontract team, Chemonics and/or USAID
2. Feedback from key partners
3. Site visits by Chemonics personnel
4. Meetings to review and assess periodic work plans and progress reports
5. Reports

(d) Evaluation of the Subcontractor’s overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract on an annual basis. These reviews will be used to help determine the Subcontractor’s suitability for future subcontracts. The Subcontractor will be evaluated for:

*Quality and timeliness of work*. Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.

*Responsiveness to Chemonics’ requests*. Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.

*Quality of financial management.* Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.

*Quality of subcontract administration.* Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Chemonics to include first-hand contacts with candidates and performing reference checks.

# Subcontractor Employee Whistleblower Rights

This Subcontract and Subcontractor employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

If lower tier subcontracting is authorized in this subcontract, the Subcontractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

# Reporting on Subcontractor Data Pursuant to the Requirements of the Federal Funding Accountability and Transparency Act

a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.

(b) Subcontractor’s Responsibility to Report Identifying Data.

**Within 7 days of an award of a subcontract or sub-task order with a value of $30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6.** If the Subcontractor maintains a record in the System for Award Management ([www.SAM.gov](https://www.sam.gov/portal/SAM/#1)), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the “FSRS Reporting Questionnaire and Certification” found in Section I.6 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

If obtaining a DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify Chemonics and shall submit to Chemonics within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration and/or data reporting was impractical. Contractual remedies may apply unless Chemonics concurs with the documented impracticality of registration.

(d) Remedy.

Failure to comply with the reporting requirements in a timely manner as required under this section may constitute a material breach of the Subcontract and cause for withholding payment to the Subcontractor until the required information has been supplied to Chemonics or the Subcontractor demonstrates to Chemonics that its System for Award Management record has been updated. In addition to contractual remedies, Chemonics may make the Subcontractor’s failure to comply with the reporting requirements a part of the Subcontractor’s performance information record.

# Miscellaneous

(a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third‑party beneficiary of this Subcontract.

(c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.

(d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.

(e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party’s right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

(f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.

(g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# Insurance Requirements

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all its

operations, insurance in accordance with the clause listed below.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Subcontractor shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days’ notice in writing to Chemonics. The Subcontractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

Prior to starting work, the Subcontractor at its own expense, shall maintain in force, on all its

operations, insurance as required herein. The Subcontractor shall maintain insurance to cover the following for the duration of the period of performance:

1. Goods In Transit

The Subcontractor shall maintain an insurance policy covering Goods in Transit (GIT) for full replacement value of commodities being transported for the duration of the activity. Upon request, the proof of insurance shall be submitted at award prior to commencement of the activity. The GIT shall meet the following requirements:

i. Valuation: Liability for cargo loss or damage to Chemonics’ goods shall be based on full replacement value at 110% of commodity value (calculated based on cost of commodities plus freight plus 10%) for all commodities being transported for the duration of the subcontract.

ii. Coverage: All risks including Fire, Theft, Dishonest Acts, Quake, Flood, and Wind as well as War Clauses and Strikes clauses as applicable

iii. Product insured: all commodities transported under the subcontract

iv. Beneficiary or Loss Payee: Subcontractor shall be responsible for payment as direct reimbursement to Chemonics within 60 days of loss or damage, unless otherwise agreed in writing by both parties.

1. Commercial General Liability

Commercial general liability insurance with a combined bodily injury and property damage limit of not less than $1,000,000 per event (other than goods/products) which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury.

1. Workers Compensation

Workers’ compensation insurance in accordance with the applicable laws of Guatemala.

1. Auto/Vehicle Insurance

Comprehensive liability insurance for vehicles or other equipment operated, owned or leased by the Subcontractor for the provision of services in accordance with the applicable laws of Guatemala.

The carrying of insurance as required herein by the Subcontractor shall in no way be interpreted as relieving the Subcontractor of its other obligations under this agreement.

Section K. Limitation of Liability

1. To the extent the Subcontractor uses any auxiliary employees or subcontractors, or other persons, to perform the services, the Subcontractor shall assume full responsibility and liability pursuant to this agreement for the acts and omissions of such persons as if they were the Subcontractor’s own acts and omissions.
2. Unless otherwise stated within this agreement neither party shall be liable for any indirect, pure financial, consequential or punitive losses howsoever arising under this agreement.
3. Notice of Loss or Damage. The Subcontractor shall remain responsible for the care, custody and control of the goods according to the standards herein and Subcontractor’s SOPs while the goods are in Subcontractor’s care, until the goods are transferred to Chemonics’ identified recipient. The Subcontractor will notify Chemonics in writing of any loss of damage to the goods handled by Subcontractor promptly after discovery of same, and in no case more than forty-eight (48) hours after confirmation of loss or damage.

(a) FAR 52.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (JUL 2014)

The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers’ compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

(b) AIDAR 752.228-3 WORKERS’ COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04]

As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID’s DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor’s employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker’s compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits.

(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen’s compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(4) USAID’s DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Solutions, Address is: 1990 N. California Blvd., Suite 560, Walnut Creek, CA 94596. Point of contact is: Fred Robinson, 925-951-1856, E-mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions:

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics.

(ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by subcontractor employees overseas.

# Section YY. Security

1. Operating Conditions – Assumption of the Risk

 Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

       (b)        **Access to Chemonics’ Facilities – Security Requirements**

Subcontractor’s access to property under Chemonics’ control is subject to compliance with Chemonics’ security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to Chemonics’ facilities. When present on Chemonics’ property, or when Chemonics is providing transportation, the Subcontractor agrees that its employees will comply with Chemonics’ security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

(c)        **Security Coordination, Reports of Security Threats and Incidents**

     The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor’s security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract (“Security Threats”).  Security Threats must be reported to Chemonics Chief of Party or his/her designee.

The Subcontractor shall promptly report as “Security Incidents” any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

# Section YYY. RESERVED

# Section YYYY. RESERVED

# Section Z. Federal Acquisition Regulation (FAR) And Agency For International Development Acquisition Regulation (AIDAR) Flowdown Provisions For Subcontracts And Task Orders Under USAID Prime Contracts

**Z.1 INCORPORATION OF FAR AND AIDAR CLAUSES**

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Subcontract.

**Z.2 GOVERNMENT SUBCONTRACT**

(a) This Subcontract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Subcontract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.
4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the Subcontract with whom Chemonics is contracting, acting as the immediate subcontractor to Chemonics.
5. "Prime Contract" means the contract between Chemonics and the U.S. Government.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

**Z.3 NOTES**

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.
6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

**Z.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

The Subcontractor agrees that upon the request of Chemonics it will negotiate in good faith with Chemonics relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Chemonics may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

**Z.5 PROVISIONS INCORPORATED BY REFERENCE**

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation.

**The following Federal Acquisition Regulation (FAR) clauses apply to this Subcontract as indicated:**

**\* The version of the clause in effect as of the date of prime contract award, governs.**

| **Clause Number** | **Title** | **Date\*** | **Notes and Applicability** |
| --- | --- | --- | --- |
| [52.202-1](https://acquisition.gov/far/current/html/52_200_206.html#wp1137572) | DEFINITIONS | NOV 2013 | All subcontracts regardless of value |
| [52.203-3](https://acquisition.gov/far/current/html/52_200_206.html#wp1137600) | GRATUITIES | APR 1984 | All subcontracts regardless of value (Note 4 applies) |
| [52.203-5](https://acquisition.gov/far/current/html/52_200_206.html#wp1137613) | COVENANT AGAINST CONTINGENT FEES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| [52.203-6](https://acquisition.gov/far/current/html/52_200_206.html#wp1137622) | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 | Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies) |
| [52.203-7](https://acquisition.gov/far/current/html/52_200_206.html#wp1137631) | ANTI-KICKBACK PROCEDURES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| [52.203-8](https://acquisition.gov/far/current/html/52_200_206.html#wp1137653) | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies) |
| [52.203-10](https://acquisition.gov/far/current/html/52_200_206.html#wp1151085) | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than the simplified acquisition threshold, (Note 1 applies) |
| [52.203-11](https://acquisition.gov/far/current/html/52_200_206.html#wp1137684) | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 | All subcontracts equal to or greater than $150,000 (Note 2 applies) |
| [52.203-12](https://acquisition.gov/far/current/html/52_200_206.html#wp1138380) | LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 | All subcontracts equal to or greater than $150,000 (Note 2 applies) |
| [52.203-13](https://acquisition.gov/far/current/html/52_200_206.html#wp1141983) | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | OCT 2015 | All subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer. |
| [52.203-14](https://acquisition.gov/far/current/html/52_200_206.html#wp1141988) | DISPLAY OF HOTLINE POSTER(S) | OCT 2015 | All subcontracts that have a value in excess of $5.5 million except those performed entirely outside of the U.S. (Note 8 applies) |
| [52.203-17](https://acquisition.gov/far/current/html/52_200_206.html#wp1150601) | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 | All Subcontracts equal to or greater than the simplified acquisition threshold |
| [52.204-06](https://acquisition.gov/far/current/html/52_200_206.html#wp1137830) | Unique Entity Identifier  | OCT 2016 | All Subcontracts equal to or greater than $30,000 |
| [52.204-10](https://acquisition.gov/far/current/html/52_200_206.html#wp1141649) | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.) | OCT 2018 | If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public. |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | JUL 2018 | Applies to all subcontracts, regardless of value or type.  “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.” |
| [52.204-25](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#unique_1605198408) | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | AUG 2020 | All subcontracts regardless of value (Note 1 applies) |
| [52.209-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144766) | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION | NOV 2015 | All subcontracts regardless of value (Note 1 applies) |
| [52.209-6](https://acquisition.gov/far/current/html/52_207_211.html#wp1140926) | PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG 2013 | All Subcontracts > $35,000. (Note 2 applies) |
| [52.209-10](https://acquisition.gov/far/current/html/52_207_211.html#wp1146366) | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 | All subcontracts regardless of value (Note 1 applies) |
| [52.215-2](https://acquisition.gov/far/current/html/52_215.html#wp1144470) | AUDITS AND RECORDS - NEGOTIATION | OCT 2010 | All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.) |
| [52.215-10](https://acquisition.gov/far/current/html/52_215.html#wp1144582) | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATARights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data was required with Subcontractor’s proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).) |
| [52.215-11](https://acquisition.gov/far/current/html/52_215.html#wp1144607) | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.) |
| [52.215-12](https://acquisition.gov/far/current/html/52_215.html#wp1148098) | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT 2010 | Applies if Subcontract > $750,000 and is not otherwise exempt under FAR 15.403. |
| [52.215-13](https://acquisition.gov/far/current/html/52_215.html#wp1144639) | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS | OCT 2010 | Applies if Subcontract > $750,000 and is not otherwise exempt under FAR 15.403. |
| [52.215-14](https://acquisition.gov/far/current/html/52_215.html#wp1144649) | INTEGRITY OF UNIT PRICES | OCT 2010 | Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause. |
| [52.215-15](https://acquisition.gov/far/current/html/52_215.html#wp1144658) | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2010 | Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.) |
| [52.215-16](https://acquisition.gov/far/current/html/52_215.html#wp1144668) | FACILITIES CAPITAL COST OF MONEY | JUN 2003 | Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal. |
| [52.215-17](https://acquisition.gov/far/current/html/52_215.html#wp1144674) | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT 1997 | Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal. |
| [52.215-18](https://acquisition.gov/far/current/html/52_215.html#wp1144679) | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL 2005 | Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.) |
| [52.215-19](https://acquisition.gov/far/current/html/52_215.html#wp1145894) | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 | Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.) |
| [52.215-20](https://acquisition.gov/far/current/html/52_215.html#wp1148261) | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA. | OCT 2010 | (Note 2 applies.) |
| [52.215-21](https://acquisition.gov/far/current/html/52_215.html#wp1144721) | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS | OCT 2010 | (Note 2 applies.) |
| [52.215-23](https://acquisition.gov/far/current/html/52_215.html#wp1149282) | LIMITATION ON PASS-THROUGH CHARGES | OCT 2009 | Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.) |
| [52.216-7](https://acquisition.gov/far/current/html/52_216.html#wp1114751) | ALLOWABLE COST AND PAYMENTAlt II applies to educational institutions.Alt IV applies to non-profit organizations. | AUG 2018 | Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.) |
| [52.216-8](https://acquisition.gov/far/current/html/52_216.html#wp1114806) | FIXED FEE | JUN 2011 | Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.216-10](https://acquisition.gov/far/current/html/52_216.html#wp1114819) | INCENTIVE FEE | JUN 2011 | Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.) |
| [52.216-11](https://acquisition.gov/far/current/html/52_216.html#wp1114845) | COST CONTRACT - NO FEE | APR 1984 | Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.216-18](https://acquisition.gov/far/current/html/52_216.html#wp1115031) | ORDERING | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.216-19](https://acquisition.gov/far/current/html/52_216.html#wp1115038) | ORDER LIMITATIONS | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.216-22](https://acquisition.gov/far/current/html/52_216.html#wp1115076) | INDEFINITE QUANTITY | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.217-8](https://acquisition.gov/far/current/html/52_217_221.html#wp1135887) | OPTION TO EXTEND SERVICES | NOV 1999 | Insert “30 days” asthe period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.) |
| [52.217-9](https://acquisition.gov/far/current/html/52_217_221.html#wp1135892) | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 | Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.) |
| [52.219-8](https://acquisition.gov/far/current/html/52_217_221.html#wp1136032) | UTILIZATION OF SMALL BUSINESS CONCERNS |  OCT 2018 | Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.) |
| [52.219-9](https://acquisition.gov/far/current/html/52_217_221.html#wp1136058) | SMALL BUSINESS SUBCONTRACTING PLAN(If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.) |  AUG 2018 | Applies if this Subcontract > $ $700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause does not apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.) |
| [52.222-2](https://acquisition.gov/far/current/html/52_222.html#wp1147464) | PAYMENT FOR OVERTIME PREMIUMS | JUL 1990 | Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.) |
| [52.222-3](https://acquisition.gov/far/current/html/52_222.html#wp1147479) | CONVICT LABOR | JUN 2003 | Applies to all Subcontracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands;  |
| [52.222-21](https://acquisition.gov/far/current/html/52_222.html#wp1147656) | PROHIBITION OF SEGREGATED FACILITIES |  APR 2015 | (Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| [52.222-22](https://acquisition.gov/far/current/html/52_222.html#wp1147663) | PREVIOUS CONTRACTS AND COMPLIANCE REPORT | FEB 1999 | Applies if clause 52.222-26 applies. |
| [52.222-26](https://acquisition.gov/far/current/html/52_222.html#wp1147711) | EQUAL OPPORTUNITY |  SEP 2016 | Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| [52.222-29](https://acquisition.gov/far/current/html/52_222.html#wp1147795) | NOTIFICATION OF VISA DENIAL |  APR 2015 | Applies to all Subcontracts regardless of type or value. |
| [52.222-35](https://acquisition.gov/far/current/html/52_222.html#wp1158632) | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 | Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States.  |
| [52.222-36](https://acquisition.gov/far/current/html/52_222.html#wp1162802) | [EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1056250) |  JUL 2014 | Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island |
| [52.222-37](https://acquisition.gov/far/current/html/52_222.html#wp1148123) | EMPLOYMENT REPORTS ON VETERANS |  FEB 2016 | Applies if this Subcontract is for $150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States |
| [52.222-40](https://acquisition.gov/far/current/html/52_222.html#wp1160019) | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 | Applies to Subcontracts above the simplified acquisition threshold. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold; |
| [52.222-50](https://acquisition.gov/far/current/html/52_222.html#wp1151848) | COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract) | OCT 2020 | Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.) |
| [52.222-54](https://acquisition.gov/far/current/html/52_222.html#wp1156645) | EMPLOYMENT ELIGIBILITY VERIFICATION |  OCT 2015 | Applies to Subcontracts which exceed the simplified acquisition threshold except for a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (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; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.  |
| [52.223-6](https://acquisition.gov/far/current/html/52_223_226.html#wp1168850) | DRUG-FREE WORKPLACE | MAY 2001 | Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply) |
| [52.223-18](https://acquisition.gov/far/current/html/52_223_226.html#wp1188603) | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 | Applies to all subcontracts regardless of value. |
| [52.225-1](https://acquisition.gov/far/current/html/52_223_226.html#wp1192900) | BUY AMERICAN ACT -- SUPPLIES |  MAY 2014 | Applies if the Statement of Work contains other than domestic components. (Note 2 applies.) |
| [52.225-13](https://acquisition.gov/far/current/html/52_223_226.html#wp1169608) | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 | Applies to all Subcontracts regardless of value or type |
| [52.225-14](https://acquisition.gov/far/current/html/52_223_226.html#wp1169615) | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 | Applies to all Subcontracts regardless of value or type |
| [52.227-1](https://acquisition.gov/far/current/html/52_227.html#wp1139062) | AUTHORIZATION AND CONSENT | DEC 2007 | Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.) |
| [52.227-2](https://acquisition.gov/far/current/html/52_227.html#wp1139074) | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 | Applies if this Subcontract is above the simplified acquisition threshold (Notes 2 and 4 apply.) |
| [52.227-9](https://acquisition.gov/far/current/html/52_227.html#wp1139140) | REFUND OF ROYALTIES | APR 1984 | Applies if this Subcontract includes royalties. |
| [52.227-14](https://acquisition.gov/far/current/html/52_227.html#wp1139363) | RIGHTS IN DATA - GENERAL |  MAY 2014 | Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14. |
| [52.228-3](https://acquisition.gov/far/current/html/52_228_231.html#wp1137443) | WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) | JUL 2014 | Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3. |
| [52.228-4](https://acquisition.gov/far/current/html/52_228_231.html#wp1137448) | WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR 1984 | Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause. |
| [52.228-7](https://acquisition.gov/far/current/html/52_228_231.html#wp1137464) | INSURANCE—LIABILITY TO THIRD PERSONS | MAR 1996 | Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply) |
| [52.228-9](https://acquisition.gov/far/current/html/52_228_231.html#wp1137505) | CARGO INSURANCE | MAY 1999 | Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9) |
| [52.229-6](https://acquisition.gov/far/current/html/52_228_231.html#wp1137724) | TAXES – FOREIGN FIXED PRICE CONTRACTS | FEB 2013 | Applies to Fixed Price Subcontracts of any value. |
| [52.229-8](https://acquisition.gov/far/current/html/52_228_231.html#wp1137753) | TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 | Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause. |
| [52.230-2](https://acquisition.gov/far/current/html/52_228_231.html#wp1137821) | COST ACCOUNTING STANDARDS | OCT 2015 | Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics.” Delete paragraph (b) of the clause. |
| [52.230-3](https://acquisition.gov/far/current/html/52_228_231.html#wp1137836) | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | OCT 2015 | Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics.” Delete paragraph (b) of the clause. |
| [52.230-4](https://acquisition.gov/far/current/html/52_228_231.html#wp1137852) | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS | OCT 2015 | Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences. |
| [52.230-5](https://acquisition.gov/far/current/html/52_228_231.html#wp1142797) | COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS | AUG 2016 | "United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies. |
| [52.230-6](https://acquisition.gov/far/current/html/52_228_231.html#wp1137876) | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN 2010 | Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies. |
| [52.232-20](https://acquisition.gov/far/current/html/52_232.html#wp1152929) | LIMITATION OF COST | APR 1984 | Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply. |
| [52.232-22](https://acquisition.gov/far/current/html/52_232.html#wp1152962) | LIMITATION OF FUNDS | APR 1984 | Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.232-40](https://acquisition.gov/far/current/html/52_232.html#wp1160491) | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 | Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.) |
| [52.233-3](https://acquisition.gov/far/current/html/52_233_240.html#wp1113329) | PROTEST AFTER AWARDAlternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics’ client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract. | AUG 1996 | "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics". |
| [52.237-8](https://acquisition.gov/far/current/html/52_233_240.html#wp1113621) | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | AUG 2003 | Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel. |
| [52.237-9](https://acquisition.gov/far/current/html/52_233_240.html#wp1113632) | INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | MAY 2014 | Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause. |
| [52.242-1](https://acquisition.gov/far/current/html/52_241_244.html#wp1128780) | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 | Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value. |
| [52.242-3](https://acquisition.gov/far/current/html/52_241_244.html#wp1128794) | PENALTIES FOR UNALLOWABLE COSTS | MAY 2014 | Applies to all subcontracts > $700,000, regardless of subcontract type. |
| [52.242-4](https://acquisition.gov/far/current/html/52_241_244.html#wp1128814) | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 | Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value. |
| [52.242-13](https://acquisition.gov/far/current/html/52_241_244.html#wp1128870) | BANKRUPTCY | JUL 1995 | Notes 1 and 2 apply. |
| [52.242-15](https://acquisition.gov/far/current/html/52_241_244.html#wp1128884) | STOP-WORK ORDERAlternate I (APR 1984) applies if this is a cost-reimbursement Subcontract. | AUG 1989 | Notes 1 and 2 apply. |
| [52.243-1](https://acquisition.gov/far/current/html/52_241_244.html#wp1128917) | CHANGES-FIXED PRICE (Alt III) | AUG 1987 | Apples to Fixed Price Subcontracts of any value. |
| [52.243-2](https://acquisition.gov/far/current/html/52_241_244.html#wp1128962) | CHANGES - COST REIMBURSEMENT | AUG 1987 | Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order. |
| [52.243-3](https://acquisition.gov/far/current/html/52_241_244.html#wp1129000) | CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR | SEP 2000 | Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order. |
| [52.244-6](https://acquisition.gov/far/current/html/52_241_244.html#wp1129139) | SUBCONTRACTS FOR COMMERCIAL ITEMS | JAN 2019 | Applies to Subcontracts for commercial items only. |
| [52.245-1](https://acquisition.gov/far/current/html/52_245.html#wp1149752) | GOVERNMENT PROPERTY (APR 2012) (ALT I) | JAN 2017 | "Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics. |
| [52.246-3](https://acquisition.gov/far/current/html/52_246.html#wp1118742) | INSPECTION OF SUPPLIES - COST REIMBURSEMENTApplies to Cost Reimbursement Subcontracts and Task Orders. | MAY 2001 | Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months" |
| [52.246-4](https://acquisition.gov/far/current/html/52_246.html#wp1118768) | INSPECTION OF SERVICES – FIXED PRICE | AUG 1996 | Applies to Fixed Priced Subcontracts of any value. |
| [52.246-5](https://acquisition.gov/far/current/html/52_246.html#wp1118782) | INSPECTION OF SERVICES—COST REIMBURSEMENT | MAY 2001 | Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).) |
| [52.246-6](https://acquisition.gov/far/current/html/52_246.html#wp1118795) | INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR | MAY 2001 | Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.) |
| [52.246-25](https://acquisition.gov/far/current/html/52_246.html) | LIMITATION OF LIABILITY - SERVICES | FEB 1997 | Applies to Subcontracts at or below the simplified acquisition threshold or more. |
| [52.247-63](https://acquisition.gov/far/current/html/52_247.html#wp1156201) | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN 2003 | Applies to all Subcontracts that include international air travel. |
| [52.247-64](https://acquisition.gov/far/current/html/52_247.html#wp1156217) | PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS | FEB 2006 | Applies for Subcontracts that include provision of freight services. |
| [52.247-67](https://acquisition.gov/far/current/html/52_247.html#wp1156291) | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT | FEB 2006 | Applies to Subcontracts that include provision of freight services. |
| [52.249-1](https://acquisition.gov/far/current/html/52_248_253.html) | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) | APR 1984 | Applies to all Fixed Price Subcontracts. |
| [52.249-6](https://acquisition.gov/far/current/html/52_248_253.html#wp1119746) | TERMINATION (COST-REIMBURSEMENT)Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.) | MAY 2004 | Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. |
| [52.249-8](https://acquisition.gov/far/current/html/52_248_253.html) | DEFAULT FIXED PRICE SUPPLY & SERVICE | APR 1984 | Applies to all Fixed Price Subcontracts. |
| [52.249-14](https://acquisition.gov/far/current/html/52_248_253.html#wp1123739) | EXCUSABLE DELAYS | APR 1984 | (Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".) |

**The following Agency For International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:**

|  **Clause Number** |  **Title** |  **Date\*** |  **Notes and Applicability** |
| --- | --- | --- | --- |
|  752.202-1 | DEFINITIONS (ALT 70 AND ALT 72)  |  JAN 1990 |  Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”. |
|  752.211-70 | LANGUAGE AND MEASUREMENT |  JUN 1992 | Applies to all Subcontracts, regardless of type or value. |
|  752.225-70  | SOURCE AND NATIONALITY REQUIREMENTS |  FEB 2012 | Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply) |
|  752.227-14 | RIGHTS IN DATA – GENERAL |  OCT 2007 | Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General. |
|  752.228-3 | WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)  |  DEC 1991 | The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3. |
|  752.228-7 |  INSURANCE – LIABILITY TO THIRD PERSONS   |   JULY 1997  | The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228) |
| 752.228-9 |  CARGO INSURANCE     |  DEC 1998  | The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts. |
| 752.228-70  | MEDICAL EVACUATION (MEDEVAC) SERVICES | JUL 2007 | Applies to all Subcontracts requiring performance outside the U.S. |
| 752.231-71  | SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.) |  MAR 2015 |  Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)  |
| 752.245-71    | TITLE TO AND CARE OF PROPERTY | APR 1984  | Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies) |
|  752.247-70 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS | OCT 1996 | (Note 5 applies) |
| 752.7001 | BIOGRAPHICAL DATA  | JUL 1997 | Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies) |
| 752.7002 | TRAVEL AND TRANSPORTATION  | JAN 1990 | Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies) |
| 752.7004 | EMERGENCY LOCATOR INFORMATION  | JUL 1997 | Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies) |
| 752.7005 | SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS | SEP 2013 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7007 | PERSONNEL COMPENSATION  | JUL 2007 | Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.  |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR PERSONNEL | APR 1984 | Applies to all Subcontracts regardless of value or type. (Note 5 applies) |
| 752.7009 | MARKING | JAN 1993 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY  | APR 1984 | Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies) |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING  | APR 1984 | Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies) |
| 752.7012 | PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT   | AUG 1995 | Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies) |
| 752.7013 | CONTRACTOR-MISSION RELATIONSIHPS | JUN 2018 | Applies to all subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.” |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 | Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies) |
| 752.7025 | APPROVALS | APR 1984 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7027 | PERSONNEL  | DEC 1990 | Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies) |
| 752.7028  | DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS. | JUL 1996  | This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor’s records which are required to be preserved and made available by the “Examination of Records by the Comptroller General” and “Audit” clauses of this contract.) (Note 5 applies) |
| 752.7029 | POST PRIVILEGES  | JUL 1993 | For use in all non-commercial subcontracts involving performance overseas. |
| 752.7031  | LEAVE AND HOLIDAYS  | OCT 1989  | For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies) |
| 752.7032 | INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS  | APR 2014 | Applies to all subcontracts requiring international travel. (Note 5 applies)  |
| 752.7033 | PHYSICAL FITNESS (JULY 1997)   | JUL 1997, PARTIALLY REVISED AUG 2014 | Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies) |
| 752.7034 | ACKNOWLEDGMENT AND DISCLAIMER  | DEC 1991 | Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies) |
| 752.7101 | VOLUNTARY POPULATION PLANNING ACTIVITIES | JUN 2008 | If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name. |

**Z.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts**

**Subcontractor Name:**

**Subcontract or Sub-Task Order Number:**

**Subcontract or Sub-Task Order Start Date:**

**Subcontract or Sub-Task Order Value:**

The information in this section is required under FAR 52.204-10 “Reporting Executive Compensation and First-Tier Subcontract Awards” to be reported by prime contractors receiving federal contracts through the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). **As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of $30,000 or more, unless exempted from reporting by a positive response to Section A.**

1. In the previous tax year, was your company’s gross income from all sources under $300,000?

 \_\_\_Yes  \_\_\_No

1. If **“No”,** please provide the below information and answer the remaining questions.
2. **Subcontractor DUNS Number:**
3. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

\_\_\_Yes  \_\_\_No

1. Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?:

 \_\_\_Yes  \_\_\_No

1. Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?

\_\_\_Yes  \_\_\_No

1. If you have indicated “Yes” for paragraph (ii) **and** "No" for paragraph (iii) and (iiv) above, provide the names and total compensation\* of your five most highly compensated executives\*\* for the preceding completed fiscal year.

1.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.     Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The information provided above is true and accurate as of the date of execution of the referenced Subcontract or Sub-Task Order. Annual certification is required for information provided in paragraph v) above.

\*“Total compensation” means the cash and noncash dollar value earned by the executive during the Subcontractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

\*\*”Executive” means officers, managing partners, or any other employees in management positions

**Z.7. REPRESENTATIONS AND CERTIFICATIONS**

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Subcontract with the same force and effect as if they were incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

[End of Subcontract]