

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is made this <DAY> day of <MONTH>, 20<XX>, by and between Praxis, Inc., located at 5845 Richmond Highway, Suite 700 in Alexandria, VA, 22303, hereinafter referred to as "Praxis," and <INSERT IC NAME> located at <INSERT IC ADDRESS>, hereinafter referred to as the Independent Contractor or "IC."

RECITALS

WHEREAS, Praxis and the IC desire to enter into a contractual relationship for the performance of work under the terms and conditions of IC Agreement Number XXXXX-PXI-XXX, entitled "Contract Name" as described in Paragraph 1 of the Agreement; and

- This Agreement is issued under the terms and conditions of U.S. Government Prime Contract No. **Error! Reference source not found.** between Praxis and the Naval Research Laboratory, **Washington, DC**; and
- Praxis and the IC desire to define their mutual rights and obligations during the performance of work under this Agreement; and
- The IC is a supplier of <INSERT>; and
- Praxis is engaged in the support of design, development, manufacture, integration, and planning for spacecraft and their support systems; and
- This Agreement represents the definitive contract terms and conditions for the work contemplated by this Agreement; and
- Praxis and the IC desire to enter into a contract for the acquisition by Praxis of <INSERT SHORT TITLE OF SERVICES>; and
- The IC agrees to follow the applicable Defense Material System (DMS) Regulation provisions and all other applicable regulations and orders of the Defense Priority Allocation System (DPAS) to obtain controlled materials and other products and materials needed to fulfill this contract which is certified for use under DMS, Regulation 1, with the rating of DO/C9. This priority classification shall be flowed down to all lower tier suppliers; and
- Praxis shall not be bound by and specifically objects to any term or condition whatsoever which is different from or in addition to the provisions of this Agreement, whether or not such term or condition will materially alter this Agreement. Any such term or condition shall be deemed void and of no effect whatsoever, whether contained in any order acknowledgment or acceptance.
- IC commencement of performance or acceptance of this Agreement in any manner shall conclusively evidence acceptance of this Agreement as written.

DEFINITIONS

The definitions set forth below shall apply to the following terms as used in this Agreement:

- "**Error! Reference source not found.**" and "IC" shall mean the same within the context of this Agreement.
- "Data" shall mean all designs, dimensions, specifications, drawings, patterns, know how, or other information concerning methods, manufacturing processes, equipment, gauges, and tools used in the design and manufacture of products. Data may be recorded in a written or printed document, computer or electronic file, electromagnetic tape or disc, software, or any other tangible form of expression.
- "Day" shall mean calendar day.
- "DFARS" shall mean the Defense Federal Acquisition Regulation Supplement.
- "Direct Productive Labor Hours" or "Direct Labor Hours" shall mean those productive hours expended by the IC to accomplish the work described in Paragraph 1 of the Agreement. The terms shall not include sick leave, personal leave, vacation leave, holiday leave, or any other administrative leave or administrative support functions.
- "Direct materials" shall mean those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- "Dual compensation" shall mean receiving compensation for the same work performed for Praxis, in the same period or periods of time in which the work was performed for Praxis, from any other corporation, partnership, individual, or institution that pays the IC's salary with Federal funds.

- “FAR” shall mean the Federal Acquisition Regulation.
- “Government” shall mean the United States Government, including any and all of its agencies, installations, facilities, and personnel.
- ”Independent Contractor” or “IC” shall mean the entity identified in the Agreement who agrees to perform services.
- “Labor-hour Contract” pursuant to FAR Subpart 16.602 shall mean a variation of the time-and-materials contract, differing only in that materials are not supplied by the IC.
- “Letter Contract” shall mean a written preliminary contractual instrument that authorizes the IC to begin immediately manufacturing supplies or performing services.
- “Naval Research Laboratory” and “NRL” shall mean the same within the context of this IC.
- “Parties” shall mean Praxis and the IC collectively.
- “Praxis, Inc.” and “Praxis” shall mean the same within the context of this Agreement.
- “Prime Contract” shall mean the contracting instrument issued by the Government for the acquisition of Products and Services.
- “Product” shall mean all goods, data, and services to be delivered under this Agreement, including any components and parts of such goods.
- “Proprietary Information” shall mean all Data that is identified in writing at the time of disclosure as proprietary and marked with an appropriate legend, marking, or stamp identifying the Data as proprietary to the party disclosing the information, and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227-14.
- “Service” or “Services” shall mean the IC’s time and effort, including any goods, supplies, materials, articles, items, parts, components, or assemblies (“Products”) incidental to the performance of the Service.
- “State” shall mean the 50 states of the United States, the District of Columbia, outlying areas of the United States, and their political subdivisions.
- “Subcontract Administrator” shall mean the representative of Praxis (or their designee), who is authorized by Praxis to act on behalf of Praxis in business transactions with the IC.
- “Supplier” shall mean any and all tiers of suppliers that furnish goods, data, and services to the IC.
- “Task Manager” shall mean the representative of Praxis authorized to issue technical direction under the Agreement on behalf of Praxis.
- “Task Order” or “Purchase Order” shall mean the instrument of contracting including the Purchase Order and all referenced documents used to fund and direct the IC to commence work pursuant to this Agreement.
- “Time and Material” or “T&M” shall mean the procurement of supplies or services pursuant to FAR Subpart 16.601 on the basis of direct labor hours at specified fixed hourly rates (which rates include direct and indirect labor, overhead, and profit), and material at cost (including material handling costs, if appropriate).
- “Work” shall mean services performed or to be performed by the IC under any Task/Purchase Order.

AGREEMENT

Now, therefore and in consideration of the premises and mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **Scope of Work.** <INSERT GENERAL OBJECTIVES (DESIRED END RESULT)>
2. **Deliverables.**
 - a. **Contract Data Deliverables.** The IC shall submit the data deliverables required by the Task/Purchase Order. Praxis requires that the IC provide monthly technical progress reports, including technical, schedule, and financial data. The Contract Data Deliverables shall be in such form and set forth such information and data as are reasonably requested by Praxis.
 - b. **Other Deliverables.** The IC shall submit any other specific deliverables specified in the Task/Purchase Order.
 - c. **Delivery.** Packaging and marking of all deliverables must conform to normal commercial packing standards to ensure safe delivery at the destination. Deliverables must be delivered (i) as designated in the Task/Purchase Order or (ii) to the Praxis Contracts Office at the following address:

Praxis, Inc.
 5845 Richmond Highway, Suite 700
 Alexandria, VA 22303
 Attn: Contracts Office
 Phone: (703) 837-8400
 Fax: (703) 837-8500
 Email: contracts@pxi.com

3. **Agreement Period.** This Agreement shall commence on <INSERT MONTH and DATE>, 20<XX>, and terminate on <INSERT MONTH and DATE>, 20<XX>. Praxis reserves the right to alter the starting and ending dates according to the needs of Praxis or its customer.
4. **Place of Performance.** Work under this Agreement shall be performed at the Naval Research Laboratory located in Washington, DC, at <INSERT IC NAME> located in <INSERT IC CITY, STATE> and at other locations as mutually acceptable and agreed upon by the parties.
5. **Compensation.** Praxis will pay fees to the IC for services performed hereunder up to the Not-to-Exceed (NTE) values stated in Table 1. The Contract Value stated in Table 1 sets the ceiling on the agreement; however, the IC shall only incur costs to the funded amount as authorized in the Task/Purchase Orders.

Table 1. Authorized Labor Rates, Hours, and ODC

Category	Hourly Rate	Hours	Total
Period of Performance (x/x/xx-x/x/xx)			
• Labor – Category	\$XX.XX	0.0	\$XX,XX.XX
• Travel			\$XX,XX.XX
• Material/ODC			\$XX,XX.XX
Total Contract Ceiling		0.0	\$XX,XX.XX

6. **Option Period. RESERVED OR:** The IC will be notified in writing of any Option Periods to be exercised. Table 2 contains the NTE values for the Option Period.

Table 2. Option Period - T&M Labor Rates, Hours, and ODC

Category	Hourly Rate	Hours	Total
Option Period (x/x/xx-x/x/xx)			
• Labor – Category	\$XX.XX	0.0	\$XX,XX.XX
• Travel			\$XX,XX.XX
• Material/ODC			\$XX,XX.XX
Total Option Period Value		0.0	\$XX,XX.XX

7. **Changes.**
 - a. Praxis may, from time to time, require changes in the scope of the services of the IC to be performed hereunder. Such changes, including any increase or decrease in the amount of the IC’s compensation, which are mutually agreed upon by the parties, shall be incorporated by written amendment to this Agreement.
 - b. The IC’s negotiated proposal, quotation, and/or estimate, which is incorporated herein as Exhibit A may be amended in writing from time to time or supplemented with subsequent proposals and/or estimates for services to be rendered by the IC and agreed to by Praxis, and which collectively are hereby incorporated by reference.
8. **Travel.** If travel is required in performance of a task, the Task/Purchase Order shall be written to indicate a dollar amount authorized for estimated travel expenses. Exhibit B, Subcontractor Travel Authorization Form, must be completed by the IC and approved by the Praxis Task Manager in advance of any travel to qualify for payment by Praxis. Reimbursement of travel costs under this Agreement shall be in accordance with FAR Clause 31.205-46, available at <http://www.arnet.gov/far/>. Key provisions of FAR Clause 31.205-46 are as follows:
 - First Class or Business Class travel is unallowable under this Contract.
 - Costs for transportation may be based on mileage rates or actual costs incurred, or on a combination thereof.

- Costs for lodging, meals, and incidental expenses (M&IE) may be based on per diem, actual expenses, or a combination thereof, provided the method used results in a reasonable charge.
- As defined in FAR Clause 31.205-46, incurred costs shall be considered to be reasonable and allowable only if they do not exceed the maximum per diem rates set forth in (i) the Federal Travel Regulation (FTR) prescribed by the General Services Administration (GSA) for travel in the contiguous United States, available at <http://www.gsa.gov/perdiem>; (ii) the Joint Travel Regulation (JTR) for travel in Alaska, Hawaii, and outlying areas of the United States, available at <http://www.gsa.gov/ftj>; or (iii) the Standardized Regulations prescribed by the Department of State for travel in foreign areas, available at <http://www.state.gov/m/a/als/prdm/>.

Invoices for travel expenses must include receipts for all airfare, lodging, rental car, and any miscellaneous expenses. Receipts will not be required for the M&IE allowance. Invoices for travel expenses will not be paid without receipts. No reimbursement shall be claimed for meals, lodging, or other items furnished at no cost to the traveler. Should the IC maintain alternative methods of travel billing under an Advance Agreement pursuant to FAR Clause 31.109, the IC may bill for travel in accordance with the IC's travel policy and practices as consistently applied to all travel activities. The IC shall provide Praxis with a copy of its Advance Agreement pursuant to FAR Clause 31.109 and its travel policy. The IC agrees to comply with the "Fly America" Act in accordance with FAR Clause 52-247-63 which requires the use of U.S. Flag air carriers whenever possible, regardless of cost or convenience, for international air travel and transportation to the extent such service is available.

9. **Funding.** The IC agrees that a Praxis Task/Purchase Order must be issued to the IC before the start of any work hereunder by the IC, and furthermore, the IC understands and agrees that funding may be provided on a periodic and incremental basis. The IC understands and agrees that he/she will only incur costs to the funded amount in the Task/Purchase Order. The IC understands and agrees that he/she shall not work without written authorization from Praxis, and that any such work performed without written authorization shall be at his/her own risk.
10. **Payment.** Payment to the IC will be made based upon the rates stated in Paragraph 5 upon submission of acceptable invoices and related documentation, as described in Paragraph 12. Applicable reporting requirements (Paragraph 2) must be met before payment will be made. The IC shall prepare and submit an invoice at least once a month.
11. **Withholding of Payment.** Failure of the IC to submit the Contract Data and Other Deliverables (Paragraph 2) in a timely manner may result in payment being withheld. Praxis may, at its sole election, so long as the required data remains undelivered beyond the time specified in the Task/Purchase Order, withhold payment to the IC for any item previously or subsequently delivered in an amount up to ten percent (10%) of the total value of the Task/Purchase Order.
12. **Invoices.**

- a. The IC shall furnish invoices to Praxis subsequent to the delivery of materials, supplies, or performance of services. All invoices shall reflect the exact dates covered and be supported by adequate documentation. The invoices shall be detailed and in a format reasonably acceptable to Praxis. The invoices shall be signed and certified with the following statement or equivalent: *"I hereby certify that the above bill is correct and just, that payment therefore has not been received, and that the bill is presented with the knowledge that the amount paid hereunder will become the basis of a claim against the United States Government."*
- b. All invoices shall be submitted on a monthly basis (unless otherwise authorized in advance by Praxis). Payment terms for valid and non-disputed monthly invoices are as follows: (i) Items received between the 1st and 15th of a month will be paid by the 25th of the following month. (ii) Items received between the 16th and 31st of a month will be paid by the 10th of the second following month, and Praxis will endeavor to pay Net 30 subject to the availability of funds from the Government. Should an invoice be outstanding for more than 45 days due to lack of receipt of Government payment, Praxis will notify the IC in writing as to the cause of the delay, the anticipated payment date, and actions taken to resolve the problem. Praxis will accept a faxed copy of the invoice to start the time calculation for payment, but an original signed invoice must be received before payment will be made.
- c. **RESERVED OR IF NET 14: When specifically authorized in writing by Praxis, "quick-payment" terms for any valid and non-disputed invoice will be Net 14. To receive Net 14 payment terms, the IC shall: (i) Submit an invoice every two weeks (bi-weekly). Such invoices will be paid Net 14 days from receipt by Praxis; said invoice is due to Praxis within two business days after the IC's invoice closing period. (ii) Praxis will accept a faxed copy of the invoice to start the 14-day time calculation, but an original signed invoice must be received before payment will be made. (iii) If invoices are not received by Praxis as stated above, the Net 14 payment terms shall not apply, and the monthly invoicing terms outlined in Paragraph 12(b) above will apply.**
- d. All invoices shall contain the following information: (i) Invoice number, Task/Purchase Order number; and Prime Contract number; (ii) total straight time labor charges itemized by Task/Purchase Order Line Item Number, by

person-hours, by authorized labor rate per hour, and extended amounts; (iii) material costs (if any), including applicable overhead burden, but without any fee (profit); (iv) travel and per diem costs incurred (if any), including any applicable overhead burden, but without any fee (profit), using the travel/per diem rates only as set forth in paragraph 8; (v) other costs incurred (if any), itemized and including any applicable overhead burden, but without any fee (profit); (vi) total current invoice amount and cumulative invoice billings by Task/Purchase Order Number to date; (vii) total current hours worked on-site at customer's facility and cumulative on-site hours by Task/Purchase Order Number to date; (viii) total funding received and % of total funding expended by Task/Purchase Order Number; and (ix) signature and certification as referenced in Paragraph 12(a) above.

- e. Travel receipts shall be submitted with invoices. Praxis may request additional supporting documentation to verify the accuracy of direct charges claimed under this Agreement, including certification of hours charged. Such certification shall not be construed to include an audit of the IC's accounting records, other than verification of time charges, rates, and non-salary direct expenses. Praxis will not take dispute with any verification acceptable to the Government Contracting Officer.
 - f. The IC agrees to reimburse any amounts incorrectly invoiced to and paid by Praxis.
 - g. Any IC invoice discount period shall begin when both the invoice and the supplies/services (conforming to technical requirements) have been received and accepted by Praxis.
 - h. A final invoice under this Agreement shall be marked "Final Invoice" and shall be submitted within 90 days after the effort is completed. All materials, supplies, and services to be delivered hereunder shall be free and clear of any and all liens and encumbrances whatsoever before submittal of the final invoice.
 - i. Invoices shall be addressed to the attention of the cognizant Subcontract Administrator at the address given in Paragraph 2.
13. **Audit and Determination.** All invoices are subject to audit by Praxis or the U.S. Government at any time. All invoices paid hereunder are subject to final determination by Praxis or the Defense Contract Audit Agency (DCAA).
- a. The IC shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting (i) all allowable costs incurred; (ii) collections accruing to the IC in connection with the work under this Agreement, other applicable credits, and fee accruals; and (iii) the receipt, use, and disposition of any and all Government property coming into the possession of the IC under this Agreement.
 - b. For the purposes of verifying sums and rates invoiced by the IC, the IC agrees to retain, until three years after final payment under this Agreement, all books, documents, papers, and records pertaining to all transactions hereunder. The IC further agrees that during this time, Praxis or DCAA shall be granted access to and have the right to audit any and all such information during normal working hours.
 - c. Audit will include, but not be limited to, confirmation of labor rates and hours expended, materials, travel, and other direct costs expended, and subsequent reduction if said audit discloses discrepancies between invoice amounts and said recorded data and/or inclusion of unallowable costs. Allowable costs shall be in accordance with Part 31 of the FAR.
 - d. The Praxis standard audit procedure for any given invoice will consist of the following: (i) a random invoice sampling of at least five percent (5%); (ii) the determination of an error rate, if any; and (iii) the calculation of any adjustment amount by applying the percentage error rate to the total current aggregate dollar expenditure figure for the entire time period in question, and then adding appropriate freight and tax considerations.
 - e. Pursuant to FAR Clause 42.705-2(b), the IC is required to submit to DCAA a final indirect cost rate proposal within six months following the end of its fiscal year. The Incurred Cost Electronically (ICE) Model Submission can be found at www.dcaa.mil/ice.htm. Questions regarding final indirect cost rate proposals should be directed to the cognizant DCAA office.
14. **Audit and Examination of Records; Nondisclosure of Cost Data.** Notwithstanding any provisions of this Agreement to the contrary, nothing herein shall grant to Praxis the right to examine or audit the personnel records, financial books, or other records of the IC or the right to receive, inspect, or examine any disclosure statement or accounting procedure of the IC unless expressly authorized by the IC. It is specifically understood and agreed that any such audit, examination, or inspection will only be conducted in accordance with provisions of this Agreement and applicable laws and regulations. It is further provided, unless expressly authorized as above, that the IC is not required to reveal its direct labor rates or indirect cost rates, excluding fee (profit), to Praxis, but that the IC shall submit such information to authorized representatives of the Government upon the request of Praxis.

15. **Truth in Negotiations.** The IC shall comply with all the requirements placed upon the IC by 10 USC 2306a, Cost or Pricing Data: Truth in Negotiations, as such requirements are or become applicable hereto; and further, the IC shall indemnify Praxis against and hold Praxis harmless from any loss or damage under Praxis's contracts with its customer because of the IC's noncompliance with such requirements.
16. **Limitation of Funds.** The cost to Praxis for the performance of all authorized Task/Purchase Orders under this Agreement shall not exceed the ceiling set forth in Paragraph 5. The IC shall perform the work and satisfy the obligations under this Agreement within the authorized funds on the Task/Purchase Order.
17. **Notification Requirements.** The IC shall promptly notify the Subcontract Administrator when seventy-five percent (75%) of the funds are expended.
18. **Stop Work Order.** Praxis may, at any time, by written order to the IC, require the IC to stop all or any part of the work called for by this Agreement for a period of 90 days and for any further period to which the parties agree. Upon receipt of such an order, the IC shall forthwith comply and take all reasonable steps to minimize the incurrence of costs allocable to the work effort covered by the Task/Purchase Order during the period of work stoppage. An equitable adjustment shall be made in the delivery schedule or price, or both, and the Task/Purchase Order shall be modified in writing accordingly, if (i) the stop work order results in an increase in the time required for, or in the IC's cost properly allocable to, the performance of any part of this Agreement, and (ii) the IC asserts a claim for such adjustment within 30 days after the end of the period of work stoppage.
19. **Termination.** Praxis may, by five days written notice to the IC, terminate this Agreement in whole or in part at any time for cause, including, but not limited to, the failure of the IC to fulfill his/her obligations hereunder. Such notice shall be delivered by certified mail or FedEx to the IC at the address following that party's signature on the last page of this Agreement. Upon receipt of such notice, the IC shall, as notice directs: (i) discontinue all services affected; and (ii) deliver to Praxis all data, reports, summaries, and such other information and materials as may have been prepared by and/or accumulated by the IC in performing this Agreement, whether completed or in progress. The IC will be compensated for services provided pursuant to this Agreement to the effective date of termination. In addition, if the IC is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of Praxis, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, Praxis at any time may terminate the engagement of the IC immediately and without prior written notice to the IC.
20. **Authorized Representative.** Any change or modification to the terms, conditions, delivery dates, or consideration occurring under the Changes Clause (Paragraph 7), shall not be binding on either party unless the appropriate document has been signed by a duly authorized representative of each party. For the purposes of this Agreement, the duly authorized representatives are:
- FOR: Praxis, Inc.
Ms. Jane Schaub, President
Mr. R. Jack Chapman, Sr. Vice President
- FOR: **Error! Reference source not found.**
<INSERT NAME>
<INSERT NAME>
21. **Subcontract Administrator.** The designated Subcontract Administrator for this Agreement is Ms. Kelly Davis, unless otherwise specified in the Task/Purchase Order. She can be reached at (703) 837-8400, extension 2053, or by email at kelly.davis@pxi.com, or as designated in the Task/Purchase Order. The Subcontract Administrator has the authority to make contractual commitments and to provide contractual direction on behalf of Praxis. This direction may not constitute new assignments of work or changes, modifications, or amendments of such a nature as to justify a change in the terms, conditions, or consideration set forth in this Agreement. Routine and normal correspondence involving contractual or financial matters under this Agreement shall be addressed as follows:
- Praxis, Inc.
5845 Richmond Highway, Suite 700
Alexandria, VA 22303
Attn: Subcontract Administrator
contracts@pxi.com
22. **Task Manager.** The Task Manager designated in the Task/Purchase Order is authorized to issue technical direction on behalf of Praxis. This direction may include instructions that provide details or otherwise complete the general scope of

work set forth in Paragraph 1. This direction may not constitute new assignments of work or changes, modifications, or amendments of such a nature as to justify a change in the terms, conditions, or consideration set forth in this Agreement.

23. **Conflicts of Interest and Non-Hire Provision.** The IC represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the IC and any third party. Further, the IC, in rendering his/her duties, shall not use any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest. During the term of this Agreement, the IC shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The IC is expressly free to perform services for other parties while performing services for Praxis. During, and for a period of six months following, any engagement hereunder, the IC shall not, directly or indirectly, hire, solicit, or encourage to leave Praxis's employment any employee of Praxis, nor shall the IC hire any former employee of Praxis within one year of said employee separating from Praxis.
24. **No Subcontracting.** The IC agrees to not subcontract for any materials, supplies, or services required under this Agreement without the prior written approval of Praxis.
25. **No Dual Compensation.** The IC shall not knowingly accept "dual compensation" for work performed for Praxis under this Agreement. The IC agrees to reimburse Praxis for any compensation that Praxis pays the IC upon the refusal of the U.S. Government to reimburse Praxis due to a violation of the regulations concerning such dual compensation.
26. **Classified, Restricted, or Non-Public Data.** Praxis agrees to apprise the IC as to any information or items made available hereunder to the IC that are classified, restricted, or proprietary data, either in U.S. Government classifications or according to Praxis classifications. The IC agrees that any such material furnished to him/her by Praxis will be returned to Praxis at its request or upon termination of this Agreement.
27. **Proprietary Information.** All proprietary, confidential, and/or trade secret information or data (including all materials containing or embodying such information or data) belonging to Praxis, or entrusted to Praxis by others, and becoming known to the IC in connection with this Agreement (hereinafter "Proprietary Information"), will remain the exclusive property of Praxis; and the IC will, for the term of this Agreement and thereafter, preserve in confidence, not disclose to others without the prior written permission of Praxis, and not use (except in the performance of work for Praxis covered by this Agreement) any and all Proprietary Information. At Praxis's request at any time and, in any event, upon the conclusion of all work under the applicable Task/Purchase Order(s), the IC will deliver to Praxis all tangible embodiments of Proprietary Information. All acts and obligations assumed by the IC, as contemplated by this clause, are part of the services performed by the IC under this Agreement.
28. **Technical Data Controlled by ITAR and EAR.** Both parties acknowledge that information furnished under this agreement may contain technical data as defined in the International Traffic In Arms Regulations (ITAR) at 22 CFR 120.10 or technical data as defined in the Export Administration Regulations (EAR) at 15 CFR 772. Such technical data may not be exported, disclosed, or transferred to any foreign person (in the U.S. or abroad) without first obtaining the proper ITAR or EAR license or other authorization. Further, the receiving party represents and warrants that if it engages in the United States in the business of either manufacturing OR exporting defense articles, or furnishing defense services, as defined at 22 CFR 122, the receiving party is registered with the U.S. State Department. The receiving party shall presume that all technical information provided under this Agreement is subject to the export control laws of the United States, whether or not specifically identified or marked as such. (Note: A downloadable copy of the ITAR is accessible at the DDTC web site at www.pmdtc.org; an EAR downloadable copy is accessible at BIS web site at www.bis.doc.gov.)
29. **Copyrights.**
 - a. The IC may establish, without prior approval of Praxis, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this Agreement and published in academic, technical, or professional journals, symposia proceedings, or similar works.
 - b. The prior, express written permission of Praxis is required to establish the IC's claim to copyright in all other data first produced in the performance of this Agreement. When claim to copyright is made, the IC shall affix the applicable copyright notices of 17 USC 401 or 402 and acknowledgment of Government sponsorship under the Prime Contract hereto.
 - c. For data other than computer software, the IC grants to Praxis, the Government, and others acting on behalf of the Government, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly by or on behalf of the Government.

- d. For computer software, the IC grants to Praxis, the Government, and others acting on behalf of the Government, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform and display publicly by or on behalf of Praxis and the Government.
30. **Patent Rights.** The IC further agrees to report promptly in writing to Praxis any discovery or invention developed under this Agreement. The IC agrees: (i) to grant the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced each subject invention throughout the world by or on behalf of the Government, and (ii) to comply with the applicable Contract Clauses as incorporated into the Prime Contract hereto.
31. **Rights in Data.** Praxis and the Government shall have unlimited rights in: (i) data first produced in the performance of this Agreement; (ii) form, fit, and function data delivered under this Agreement; (iii) data delivered under this Agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Agreement; and (iv) all other data delivered under this Agreement.
32. **Release, Publication, and Use of Data.**
- a. The IC shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the IC in the performance of this Agreement, except to the extent such data may be subject to the federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this Agreement.
 - b. The IC agrees that to the extent it receives or is given access to data necessary for the performance of this Agreement, which contain restrictive markings, the IC shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by Praxis.
 - c. The IC agrees not to assert copyright in computer software first produced in the performance of this Agreement without prior written permission of Praxis. When such permission is granted, Praxis shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The IC, when requested, shall promptly deliver to Praxis, or to the Patent Counsel designated by Praxis, a duly executed and approved instrument fully confirmatory of all rights to which Praxis and its Government customer are entitled.
33. **Confidentiality.** The IC acknowledges that during the engagement he/she may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, computer programs, records, and specifications owned, licensed, or used by Praxis or its customers in connection with the operation of the business including, without limitation, Praxis's or its customer's business and product processes, methods, technologies, customer lists, accounts, and procedures. The IC agrees that he/she will not disclose any of the aforesaid directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Praxis. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, creative works, notebooks, and similar items relating to the business of Praxis or its customers, whether prepared by the IC or otherwise coming into his/her possession, shall remain the exclusive property of Praxis or its customer.
34. **Indemnification.** The IC will indemnify and save harmless Praxis, its employees, agents, and invitees from and against all liability, demands, claims, losses, costs, damages, and expenses by reason or on account of property damage, death, and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Agreement which is occasioned by the actions or omissions of the IC or its ICs or suppliers of any tier.
35. **Insurance.** The IC will carry liability insurance (including malpractice insurance, if warranted) with a reputable insurance carrier relative to any service that he/she performs for Praxis. Such insurance may include, but is not limited to, employer's liability, workers' compensation, general liability, public liability, property damage liability, product liability, and contractual liability. In no instance shall such insurance amounts be less than the minimum statutory requirements. The IC will, if requested by Praxis, furnish certificates of insurance from its carrier on the foregoing coverage.
- a. Workers' Compensation and Occupational Diseases Liability:
 - 1) Seller's Workers' Compensation: At least Statutory Federal/State
 - 2) Individuals: Not applicable
 - b. General Liability: \$1,000,000 per person/\$2,000,000 per occurrence bodily injury and/or property damage (alternative: \$2,000,000 combined single limit [CSL]). Coverage shall include, but not necessarily be limited to, premises and operations, products, and completed operations and contracts, with the enhancements as specified below.

- c. Automobile Liability: Vehicles used in providing Seller's services:
- 1) Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned, and hired vehicles.
 - 2) Commercial Vehicles: \$5,000,000 per accident covering all owned, non-owned, and hired vehicles.
 - 3) Individuals: \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage, or as commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
36. **Compliance with the Law.** The parties agree to comply with the provisions of any United States federal, state, or local law or ordinance and all orders, rules, and regulations issued thereunder, that are applicable to the performance of this Agreement. The IC shall comply with all applicable federal, state, and local laws, executive orders, rules, and regulations that are applicable to the performance of this Agreement, including but not limited to, the Occupational Safety and Health Act of 1970 as amended ("OSHA") and the Fair Labor Standards Act of 1938 as amended ("FLSA"). The IC warrants that all representations and certifications furnished by the IC as required by law or regulation in connection with this Agreement are accurate, current, and complete as of the effective date of this Agreement. The IC agrees to indemnify and hold Praxis and its customers harmless for any loss, damage, or expenses sustained because any certification or representation required by law or regulation made by the IC was false, inaccurate, or incomplete or due to the IC's non-compliance with any applicable law or regulation.
37. **Affirmative Action.** The IC understands and agrees that Praxis will enter into contracts only with firms, individuals, contractors, or ICs subscribing to Equal Employment Opportunity/Affirmative Action regulations. The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, national origin, or disability, and the regulations promulgated pursuant to 41 CFR Sections 60-250 and 60-741, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
38. **Choice of Law.** This Agreement falls under the jurisdiction of the laws of the Commonwealth of Virginia and any federal regulations which are applicable to the performance of this Agreement. The laws of the Commonwealth of Virginia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
39. **Taxes.** Each party shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges, including, but not limited to, income, excise, import, purchase, sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon such party by any taxing authority as a result of the performance of the party's duties and responsibilities hereunder. Unless otherwise indicated in this Agreement, the prices herein shall not include any federal, state, or local sales, use, or other taxes from which the IC or this transaction or procurement is exempt or for which Praxis supplies a tax exemption certificate acceptable to the taxing authorities.
40. **Environmental Requirements.** The IC shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to preservation and protection of the environment including, without limitation, those relating to "Clean Air," "Clean Water," and the transportation, use, handling, storage, disposal, and recycling of hazardous and toxic chemicals, substances, or wastes.
41. **Compliance with and Applicability of the Office of Federal Procurement Policy (OFPP) Act of 1988 (41 USC 423).** The IC understands and agrees that it is acting solely on its own and for its benefit, and in no way as a representative or agent of Praxis, in recruiting individuals to perform services under this Agreement. The IC warrants that during the conduct of the procurement of which this Agreement forms a part, it has complied with and will continue to comply with the requirements of FAR Clause 52.203-10 and Section 27 of the OFPP Act as implemented in FAR. The IC further agrees that it shall defend, hold harmless, and indemnify Praxis from and against any loss, cost, or damage incurred by Praxis under Praxis's contract with its customers because of or in connection with the IC's violation of the OFPP Act. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of this Agreement.
42. **Gratuities.** Neither the IC nor its employees, agents, or representatives shall offer or extend any gratuities, such as gifts, entertainment, or personal discounts, to any Praxis employees regardless of the purpose or intent of the offer.
43. **U.S. Government Contract.** The IC will comply with all pertinent acquisition regulations of any Government agency funding this Agreement, and agrees to accept as his/her obligation the provisions of the Federal Acquisition Regulation (FAR) or equivalent Federal Procurement Regulation (FPR), and the Defense FAR Supplement (DFARS) as are included in the Praxis Government Prime Contract or subcontract, which regulations are incorporated herein by reference.

- a. The terms and conditions of the General Provisions and Contract Clauses of Prime Contract No. **Error! Reference source not found.** that are applicable to this Agreement are incorporated in Exhibit C hereto.
 - b. The FAR and DFARS clauses incorporated in Exhibit C hereto, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The effective version of each FAR or DFARS clause shall be the same version as that which appears in the Prime Contract, or higher-tier subcontract, under which this Contract is a subcontract. If any of the clauses are not applicable by their terms they shall be self-deleting. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the "Disputes" clause herein, the dispute shall be disposed of in accordance with the clause entitled "Disputes" herein.
 - c. Except for references made to the Government's Disputes clause, any conflict or inconsistency between the provisions listed in the FAR/DFARS clause citations and the clauses set forth elsewhere in this Agreement and conditions shall be resolved in favor of the former.
 - d. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "IC," "Contracting Officer" means "Praxis," "Contract" means this Agreement and "Government" means "Praxis or the Government." However, the words "Government" and "Contracting Officer" do not change: (i) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (ii) when title to property is to be transferred directly to the Government, and (iii) in FAR 52.227-1, 52.227-2, 52.246-23 and DFARS 252.227-7013 and 252.227-7014.
 - e. The required Representations and Certifications are attached as Exhibit D.
44. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. The merger or consolidation of Praxis into or with any other entity shall not terminate this Agreement. The IC shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of Praxis. This shall not apply to assignments of proceeds by the IC.
45. **Waiver of Default.** Any failure by Praxis at any time, or from time to time, to enforce or require the strict keeping and performance by the IC of any of the terms or conditions of this Agreement shall not constitute a waiver by Praxis of a breach of any such terms or conditions in any way, or the right of Praxis at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
46. **Disputes and Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in the Commonwealth of Virginia in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. The decision rendered shall be final and binding on the IC and Praxis.
47. **Notification of Debarment/Suspension.** The IC shall provide prompt written notice to Praxis if, at any time during the performance of this Agreement, the IC is suspended, debarred, or declared ineligible for contract award, or has received notice that any Government department or agency is considering suspension or debarment of the IC.
48. **Acknowledgement of IC Status.** Subject to the terms and conditions of this Agreement, Praxis hereby engages the IC as an IC to perform the services set forth herein, and the IC hereby accepts such engagement. The IC is not and shall not be considered an employee of Praxis. The relationship of the IC to Praxis established by this Agreement is that of an IC. The IC acknowledges full responsibility for compliance with all federal, state, and local tax regulations regarding taxes that may accrue on the fee, including expenses, if any, and paid to the IC because of services rendered to Praxis. Further, Praxis will not provide any medical health insurance or similar plans or workers' compensation or any other benefit whatsoever to the IC. As an IC, the IC attests to, and acknowledges:
- a. Praxis does not control the means while retaining the ends of the IC's work.
 - b. The IC agrees to perform its work in a manner that is consistent with general, Praxis, and/or U.S. Government customer research protocol.
 - c. The IC is responsible to comply with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed.
 - d. Praxis does not provide supplies, training, work area, or any means to ensure job performance, nor does Praxis determine the IC's schedule nor require the IC to perform work exclusively for Praxis.
 - e. The total compensation of the IC is determined solely by negotiated quotation and the IC shall receive payment upon receipt of an invoice by Praxis subject to the terms of this Agreement.

- f. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by Praxis on behalf of the IC or the employees of the IC. Neither the IC nor any employee of the IC shall be treated as an employee with respect to the services performed hereunder for federal or state tax purposes, and, as such, the IC and employees of the IC are not covered by or entitled to unemployment or workers' compensation.
 - g. The IC is responsible to pay, according to law, the IC's income tax and social security tax, if applicable.
 - h. The IC is not eligible for and shall not participate in any employee profit-sharing, pension, health, or other fringe benefit plans of Praxis.
 - i. The IC has no authority to enter into contracts or agreements on behalf of Praxis. This Agreement does not create a partnership or joint venture between the parties.
 - j. The IC is a United States citizen or eligible for employment in the United States.
49. **Publicity.** The IC shall not, without the prior consent of Praxis, make any release of information concerning this Agreement (other than to the IC's employees) nor use the name of Praxis in any advertising or publicity. It is also agreed that no advertising publicity matter having or containing any reference to Praxis or its U.S. Government customers or in which the name of Praxis or its U.S. Government customers is mentioned shall be made use of by the IC or anyone on the IC's behalf unless the same shall have first been submitted to, and received the written approval of, an authorized representative of Praxis or its U.S. Government customers.
50. **Survival.** All indemnities, warranties, and representations made under this Agreement, and all accrued obligations under the clauses entitled "Classified, Restricted, or Non-Public Data" (Paragraph 26), "Proprietary Information" (Paragraph 27), and "Technical Data Controlled by ITAR and EAR" (Paragraph 28), will survive cancellation or termination of this Agreement. Cancellation or termination of this Agreement will not affect operation of those provisions of this Agreement which, by their terms, survive or are required to survive in order to effectuate the intent of the parties, as reflected by this Agreement.
51. **Requirements for On-Site Contractors.** If this Agreement is for work efforts on-site at the Naval Research Laboratory, Washington, DC, the IC must comply with the Requirements for On-Site Contractors in Exhibit E for any efforts performed at that facility.
52. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:
- If to the IC: <INSERT IC NAME>
 <INSERT IC ADDRESS>
 <INSERT IC CITY, STATE, ZIP>
- If to Praxis: Praxis, Inc.
 5845 Richmond Highway, Suite 700
 Alexandria, VA 22303-1400
- Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
53. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the IC under this Agreement and the rights and privileges granted to Praxis under this Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the IC of any of the provisions of this Agreement will cause Praxis irreparable injury and damage. The IC expressly agrees that Praxis shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the IC. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that Praxis may have for damages. The various rights and remedies of Praxis under this Agreement shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
54. **Entire Understanding.** This document and any Exhibits attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

55. **Headings.** Paragraph headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
56. **Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto. This Agreement is held unless all required signatures are evident below.
57. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
58. **Organizational Conflict of Interest.** In the following provision, the terms “Government,” “Contracting Officer,” and “Contractor” shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor,” however, shall mean “Seller’s Subcontractor.”

(a) Definitions.

The term “contractor” includes the Contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

“Organizational Conflict of Interest” (“OCI”) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage (FAR 2.101). An OCI may result when—

- (1) Activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or
- (2) When the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

“Marketing consultant,” means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering—

- (1) Services excluded in FAR Subpart 37.2;
 - (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);
 - (3) Routine legal, actuarial, auditing, and accounting services; and
 - (4) Training services.
- (b) In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.
- (c) It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.
- (d) The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.
- (1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.
 - (2) The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

- (3) Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.
- (e) The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime contractor level.
- (f) The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used, or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.
- (g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to "Disclosure of Information."
- (h) The Government may disclose to the Contractor proprietary data/information it receives from other companies only in accordance with the terms and conditions under which the Government received the proprietary data/information. The Contractor agrees to enter into written information sharing agreements with all other companies whose proprietary data/information it must have access to in order to perform its responsibilities under the Contract. The Contractor shall furnish to the Contracting Officer copies of such written agreements before the Government will disclose relevant third party proprietary information to the Contractor. The Contractor shall protect such data from unauthorized use or disclosure for as long as it remains proprietary in accordance with the terms of its information sharing agreement with the source of the proprietary data/information. The Contractor agrees to: protect the proprietary data/information of other organizations with at least the same degree of care that a reasonably prudent Contractor would use to safeguard its own highly valuable data/information; and, to refrain from using proprietary data/information of other organizations for any purpose other than that for which it was furnished.
- (i) The Contractor shall not distribute reports, data, or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.
- (ii) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
59. **Non-Disclosure of Information.** In the following provision, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor."

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this subcontract, the Contractor may be or may have been given access to: Source Selection Information (as defined in FAR 3.104); data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as "business sensitive," "proprietary," "confidential," or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as "protected data."

This special contract requirement supplements and implements DFARS 252.204-7000, "DISCLOSURE OF INFORMATION." As a condition to receiving access to protected data, the Contractor shall:

- (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data;

- (2) use the protected data solely for the purpose of performing duties under this subcontract unless otherwise permitted by the source of the protected data;
- (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions;
- (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions);
- (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company's protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this subcontract shall be provided to the Contracting Officer's Representative (COR).

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor's need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the subcontract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer's Representative (COR).

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Praxis, Inc.

<INSERT IC NAME>

By: _____
Signature of Subcontract Administrator

By: _____
Signature of Authorized Representative

Title: _____

SSN or TIN: _____

Date: _____

Date: _____

By: _____
Signature of Sr. Management Representative

Title: _____

Date: _____

LIST OF EXHIBITS

Exhibit A, IC's negotiated proposal, quotation, and/or estimate

Exhibit B, Subcontractor Travel Authorization Form

Exhibit C, General Provisions and Contract Clauses of Prime Contract No. **Error! Reference source not found.**

Exhibit D, Representations and Certifications

Exhibit E, Requirements for On-Site Contractors