

FEDERAL PROVISIONS

GOVERNMENT SUBCONTRACT PROVISIONS INCORPORATED IN ALL SUBCONTRACTS/PURCHASE ORDERS
FOR COMMERCIAL ITEMS (UNDER FEDERAL PRIME CONTRACTS)

Since this is a subcontract under a U.S. Government Prime Contract awarded to the Research Corporation of the University of Hawaii (RCUH), the Federal Acquisition Regulations (FAR) and other clauses and provisions listed below, if applicable, are hereby incorporated in this subcontract by reference with the same force and effect as if set forth in full text. The complete text for all clauses and provisions is available online at <http://farsite.hill.af.mil/vffar1.htm> or from the RCUH. The Contractor hereby acknowledges possession of the FAR or is otherwise familiar with all of the clauses and provisions incorporated herein by reference, and agrees to perform the applicable requirements under this subcontract. In the event of a conflict between the terms and conditions of this section and any other provisions of this subcontract, the terms and conditions of this section shall prevail. The terms "contractor/subcontractor," "Government," and "Contracting Officer," as used in the clauses incorporated by this reference, shall be deemed to refer to the "Seller," "Buyer," and the "Research Corporation of the University of Hawaii", respectively.

THE FOLLOWING PROVISIONS APPLY:

Applies to orders of any amount

FAR:

52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.219-8	Utilization of Small Business Concerns
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.224-3	Privacy Training
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-06	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

DFARS:

252.227-7015	Technical Data--Commercial Items
252.244-7000	Subcontracts for Commercial Items

Applies if order is over \$500,000

FAR:

52.222-59	Compliance with Labor Laws
52.222-60	Paycheck Transparency

Applies if order is over \$5,500,000

FAR:

52.203-13	Contractor Code of Business Ethics and Conduct
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COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS APPLICABLE TO SUBCONTRACTOR AGREEMENTS
NOT COVERED BY THE FAR:

Subcontractor shall comply with the cost principles of the OMB, in 2 CFR Part 200, Subpart E.

AUDIT REPORT AND OTHER CLAUSES FOR SUBCONTRACTOR AGREEMENTS:

AUDIT REPORTS

Subcontractor shall comply with the requirements of 2 CFR Part 200, Compliance Supplement Appendix XI. Subcontractor further agrees to provide the awarding institution with copies of any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, Subcontractor will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accord with the requirements of 2 CFR Part 200, Compliance Supplement Appendix XI, shall be available for inspection by representatives of the awarding institutions or the government during normal business hours.

AUDIT COSTS

Subcontractor agrees that it shall be solely responsible for all costs to conduct any independent audit as required by 2 CFR Part 200, Compliance Supplement Appendix XI, for assuring compliance under this subaward.

DISALLOWANCES

Subcontractor agrees that it shall be solely responsible for reimbursing the RCUH for all costs which may be disallowed as a result of non-compliance with any applicable laws, rules, or regulations.