

1. FAA EMPLOYEE ASSISTANCE PLAN FEDERAL ACQUISITION REGULATION (FAR) AND AGENCIES FLOWDOWN PROVISIONS

The following clauses set forth in the FAR and Agencies clauses will be in effect on the date of the purchase order, subcontract or other agreement, unless otherwise noted, are incorporated herein by reference. The listed FAR and Agency clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. Vendor shall include the appropriate FAR and Agency clauses as required in any lower-tier subcontract. Whenever said clauses include a requirement for the resolution of disputes between the Parties in accordance with the FAR

“Disputes” clause, the dispute shall instead be disposed of in accordance with the clause entitled “Disputes” in these terms and conditions. Where necessary to derive proper meaning in a subcontract situation from these clauses, “Contractor” means “Vendor,” “Contracting Officer” means “Magellan,” “Contract” means this Order and “Government” means “Magellan or the Government.” However, the words “Government” and “Contracting Officer” do not change: (1) 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, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2.

FAR	Clause
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 <i>NOTE: Applies to contracts funded by the American Recovery and Reinvestment Act of 2009</i>
52.204-9	Personal Identity Verification of Contractor Personnel
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements <i>NOTE: Applicable in all solicitations and resultant contracts, other than personal services contracts with individuals.</i>
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
52.204-21	Basic Safeguarding of Covered Contractor Information Systems <i>NOTE: Applicable to all Orders at any tier for other than commercially available off-the-shelf items.</i>
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment <i>NOTE: Not including (b)(2) or (d)(2).</i>
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment <i>NOTE: Pursuant to (e), not including (b)(2)..</i>
52.204-27	Prohibition on a ByteDance Covered Application
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.219-8	Utilization of Small Business Concerns <i>Note: If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold</i>
52.219-9	Small Business Subcontracting Plan, Alternate II
52.222-3	Convict Labor
52.222-19	Child Labor-Cooperation with Authorities and Remedies
52.222-21	Prohibition of Segregated Facilities
52.222.26	Equal Opportunity

FAR	Clause
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
52.222-41	Service Contract Labor Standards
52.222-42	Statement of Equivalent Rates for Federal Hires
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-6	Drug Free Workplace
52.224-1	Privacy Act Notification
52.224-3	Privacy Training
52.245-1	Government Property
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

2. FAA EMPLOYEE ASSISTANCE PROGRAM FLOW-DOWN CLAUSES

3.13-15 Confidentiality of Data and Information (November 2016)

(a) In performance of this contract, the contractor and any of its subcontractors, may need access to and use various data and information in the possession of the Government. This data and information may have been obtained under conditions which restrict the Government's right to use and disclose this data and information or which may be adverse to the interests of the Government or other parties if it is disseminated or used in a capacity other than in performance of this contract. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless it is already publically available; or (2) use for any purpose other than the performance of this contract any data or information which bears a restrictive marking or legend which the contractor has gained access to through the performance of this contract, or information that should be marked according to FAA Order 1600.75 "Protecting Sensitive Unclassified Information (SUI)". For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic cartographic, narrative or visual form.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use and disclosure of the proprietary data and information as well as any other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data or information, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use by or unauthorized disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information as required above. The contractor must obtain from each employee in connection with this contract a signed Non-Disclosure Agreement. This agreement must provide that the employee will not, during employment or anytime thereafter, disclose or use for current or future benefit of any

party any of the data (to include any form of Sensitive Unclassified Information (SUI) described in FAA Order 1600.75) or information not publicly available received in connection with the work under the contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information described above obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed. The FAA reserves the right to audit the deletion. The FAA must provide notice of the audit 10 calendar days prior to the audit.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

H.5 PERSONAL SERVICES

(a) No personal services must be performed under this Contract. No Contractor employee will be directly supervised by the Government. All individual Contractor employee assignments, and daily work direction, must be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor must promptly notify the Contracting Officer of this communication or action.

(b) The Contractor must not perform any inherently governmental functions under this contract. No Contractor employee may hold him or herself out to be a Government employee, agent or representative. No Contractor employee may state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees must identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employees must state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change its contract, it should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor must insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause must limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this Contract. The substance of this clause must be included in all subcontracts at any tier.

H.12 ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" (OCI), for purposes of this clause, means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or

advise 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. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) "Contractor" as used in this clause includes any affiliate (including their employees), subcontractor (including their employees), consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause must apply with equal force to all of these included.

(c) "Contract" must be used as applicable to the level at which this clause is being invoked.

(d) The following FAA AMS clauses are incorporated into this contract because the Contracting Officer has determined that an organizational conflict of interest could occur:

- 3.1.7-1 Exclusion from Future Agency Contracts (July 2018);
- 3.1.7-2 Organizational Conflicts of Interest (July 2018);
- 3.1.7-4 Organizational Conflict of Interest Mitigation Plan (April 2012);
- 3.1.7-5 Disclosure of Conflicts of Interest (July 2018); and
- 3.1.7-6 Disclosure of Certain Employee Relationships (July 2019).

(e) It is recognized that the efforts to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a present or future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of work under this contract may be limited. See FAA AMS T3.1.7. The Contracting Officer's decision as to the existence of an actual or potential organizational conflict of interest must be final and is not subject to the 'Contract Disputes' clause.

(f) The Contractor must promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(g) The Contractor must include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.

(h) The rights and remedies described herein must not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at AMS T3.1.7, or elsewhere included in this contract.

(i) Compliance with this requirement is a material requirement of this contract.

The following contract clause or clauses pertinent to this section are hereby incorporated by reference:

Clause	Title
3.1.7-2	Organizational Conflicts of Interest (July 2018)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.6.2-9	Equal Opportunity (October 2018)
3.6.2-12	Equal Opportunity For Veterans (October 2018)
3.6.2.-13	Affirmative Action for Workers With Disabilities (October 2018)
3.6.2-35	Prevention of Sexual Harassment (October 2018)

3.6.2-39	Trafficking in Persons (July 2018)
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (April 1996)