



**EXHIBIT A  
GENERAL CONDITIONS  
CONSTRUCTION SERVICES ORDER**

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**Appendices:**

**A-1 Representations and Certifications**

### **GC-1 INDEPENDENT CONTRACTOR**

SUBCONTRACTOR is an independent contractor and all persons employed by SUBCONTRACTOR in connection with this subcontract shall be its employees and not employees of CONTRACTOR or CUSTOMER in any respect.

### **GC-2 AUTHORIZED REPRESENTATIVES AND NOTICES**

Unless otherwise specified, all notices and communications in accordance with or related to this subcontract shall be between authorized representatives designated in writing by the parties immediately following award of this contract. Notices shall be in writing effective upon receipt by the authorized representative of the receiving party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this subcontract or as directed by notice.

### **GC-3 LAWS, REGULATIONS, PERMITS AND TAXES**

- A. SUBCONTRACTOR shall comply with, and require its lower-tier subcontractors and suppliers to comply with all applicable laws, ordinances, statutes, rules, regulations, orders or decrees in effect at the time the Work under this subcontract is performed, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto. SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation of this subclause. SUBCONTRACTOR understands that any violation of this subclause could result in the termination of this subcontract and any other agreement between SUBCONTRACTOR or any of its affiliated companies and CONTRACTOR or any of its affiliated companies. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any competent authority resulting from any breach of this clause by SUBCONTRACTOR or any lower-tier subcontractor or supplier.
- B. Except as otherwise specified, SUBCONTRACTOR shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspections performed by CONTRACTOR or CUSTOMER or permits which by law or regulation must be acquired by CONTRACTOR or CUSTOMER, and shall furnish any documentation, bonds, security or deposits required to permit performance of the Work.
- C. Except as otherwise specified, SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work and shall make any and all payroll deductions and withholdings required by law.

### **GC-4 LABOR, PERSONNEL AND WORK RULES**

- A. SUBCONTRACTOR shall use only competent and skilled personnel to perform the Work. SUBCONTRACTOR shall remove from the Work any person determined to be unfit, unqualified or to be acting in violation of any obligation of SUBCONTRACTOR under this subcontract. In addition, CONTRACTOR may, at its sole discretion, deny access to the jobsite to any person.
- B. In the event a person is removed from the Work or excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work. All actions by SUBCONTRACTOR regarding removal and replacement of personnel shall be at SUBCONTRACTOR'S sole expense.
- C. SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules, and work hours established by CONTRACTOR and CUSTOMER.

- D. SUBCONTRACTOR shall, immediately after subcontract award, agree to be bound by the provisions of all such labor agreement(s) applicable to the Work and shall comply with such provisions during performance of the Work. If SUBCONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this subcontract, SUBCONTRACTOR shall immediately give notice, including all relevant information, to the CONTRACTOR.

#### **GC-5 SAFETY, HEALTH AND SECURITY**

- A. SUBCONTRACTOR shall at all times conduct all operations under this subcontract in a manner to avoid the risk of endangerment to health, bodily harm to persons and damage to property. SUBCONTRACTOR shall comply with CONTRACTOR'S Project Safety and Health Plan. SUBCONTRACTOR shall, in accordance with SUBCONTRACTOR'S established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to discover, determine and correct any conditions which might result in any of the aforementioned risks. SUBCONTRACTOR shall furnish all safety equipment and instructions required for the Work and shall maintain and furnish accident, injury and all other records required by applicable laws and regulations or by CONTRACTOR.
- B. SUBCONTRACTOR shall comply with CONTRACTOR'S and CUSTOMER'S Jobsite security requirements and at all times conduct operations under this subcontract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, material, work or other property.

#### **GC-6 ENVIRONMENTAL REQUIREMENTS**

- A. Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread of contaminated or hazardous materials.
- B. In the event SUBCONTRACTOR encounters on the Jobsite material reasonably believed to be a toxic or hazardous material, SUBCONTRACTOR shall immediately stop work in the affected area and notify CONTRACTOR and CUSTOMER of the condition. Pending receipt of written instructions from CONTRACTOR, SUBCONTRACTOR shall not resume work in the affected area.

#### **GC-7 CHANGES**

- A. CONTRACTOR may, at any time, without notice to the sureties if any, unilaterally direct in writing contract changes, including scope additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Work and SUBCONTRACTOR agrees to perform such work as changed. If any change under this clause, whether or not changed by any such order, or act or omission of CONTRACTOR or CUSTOMER, causes an increase or decrease in the cost of or in the time required to perform any part of the Work an equitable adjustment shall be made to pricing or time of performance, or both. SUBCONTRACTOR shall, within thirty (30) calendar days of such change or act or omission, notify CONTRACTOR and submit detailed information substantiating its cost and/or schedule impact. Upon agreement as to the impact of the change or act or omission, the subcontract shall be modified by written Change Order.
- B. SUBCONTRACTOR shall proceed diligently with performance of the Work, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under the subcontract, and comply with any decision of CONTRACTOR.

## **GC-8 PRICING OF ADJUSTMENTS**

In addition to rights provided in other clauses under this Subcontract, CONTRACTOR shall have the right to, and SUBCONTRACTOR shall provide at CONTRACTOR'S request, price and/or cost information, other than certified cost or pricing data, to support CONTRACTOR'S analysis of SUBCONTRACTOR'S price adjustment proposals in accordance with Federal Acquisition Regulations (FAR) Part 15, Subpart 15.4, "Contract Pricing." SUBCONTRACTOR is responsible for providing price and/or cost information that is adequate for CONTRACTOR to determine whether the proposed price is fair and reasonable.

## **GC-9 WARRANTY**

All equipment and materials incorporated into the Work under this subcontract shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be first class and performed in accordance with sound construction practices acceptable to CONTRACTOR. SUBCONTRACTOR warrants all equipment, materials and labor it furnishes or performs under this contract against all defects for a period from Work commencement to a date twelve (12) months after acceptance of the Work by CUSTOMER. In the event CONTRACTOR or CUSTOMER discover defects in design, equipment, materials or workmanship at any time before expiration of the specified warranty period, SUBCONTRACTOR shall promptly, upon written notice from CONTRACTOR or CUSTOMER and at SUBCONTRACTOR'S sole expense, cure any such defect by re-performing defective services and/or workmanship and repairing or replacing defective equipment and/or materials. All costs incidental to such corrective action including, but not limited to access, removal, retesting and re-inspection shall be borne by SUBCONTRACTOR. If SUBCONTRACTOR fails to take corrective action within a reasonable time, CONTRACTOR or CUSTOMER may perform the corrective measures by other reasonable means and SUBCONTRACTOR agrees to pay for such corrective measures.

## **GC-10 INDEMNITY**

- A. SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR, CUSTOMER and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to the performance of this subcontract, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SUBCONTRACTOR, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf.
- B. The foregoing shall include, but is not limited to, indemnity for:
- (1) Property damage and injury to or death of any person, including employees of CONTRACTOR, CUSTOMER or SUBCONTRACTOR.
  - (2) The breach by SUBCONTRACTOR of any representation, warranty, covenant, or performance obligation of this subcontract.
- C. CONTRACTOR, CUSTOMER and the insurers of each, shall not financially contribute in any way to defense and indemnity obligations of SUBCONTRACTOR, whether or not covered by insurance.
- D. SUBCONTRACTOR'S aforesaid release, indemnity and hold harmless obligations, or portions or

applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by applicable law but no further, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.

- E. In addition to the remedies set forth above, if CONTRACTOR is subject to any price reduction -- including allowances for fee or other disallowance of costs -- under FAR clause 52.215-10 and/or FAR clause 52.215-11 as a result of SUBCONTRACTOR'S defective pricing, SUBCONTRACTOR agrees to indemnify and hold CONTRACTOR harmless to the full extent of any amount claimed by the Government, from and against any loss, damage, expense or liability resulting from such defective pricing, including any cost impacts under FAR clause 52.230-6. In addition to the above remedies, SUBCONTRACTOR agrees to indemnify and hold harmless CONTRACTOR from all costs and expenses of any nature incurred by CONTRACTOR in defense of any defective pricing action brought by reason of SUBCONTRACTOR'S or any lower tier subcontractor's defective pricing.
- D. SUBCONTRACTOR specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

#### **GC-11 ASSIGNMENT AND SUBCONTRACTS**

Any SUBCONTRACTOR assignment of rights or delegation of duties or obligations under this subcontract, whether in whole or in part, by operation of law or otherwise, without the prior written consent of CONTRACTOR shall be void. Purchase orders and contracts of any tier must impose upon lower-tier suppliers and subcontractors all of the duties and obligations required to fulfill this subcontract. SUBCONTRACTOR shall not subcontract with any party for the performance of all or any portion of the Work without advance approval of CONTRACTOR.

#### **GC-12 SUSPENSION**

- A. CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue work to the extent specified in the notice; continue to protect and maintain the Work; take any other steps to minimize costs associated with such suspension.
- B. Upon receipt of notice to resume suspended work, SUBCONTRACTOR shall immediately resume performance under this subcontract to the extent required in the notice. If SUBCONTRACTOR intends to assert a request for equitable adjustment under this clause it must, pursuant to the General Condition titled "CHANGES" and within ten (10) calendar days after receipt of notice to resume work, submit the required written notification and within twenty (20) calendar days thereafter its written proposal setting forth the impact of such suspension. Any such request for equitable adjustment must exclude profit. In no event shall SUBCONTRACTOR be entitled to an equitable adjustment where the suspension is directed as a result of an act or omission by SUBCONTRACTOR.

#### **GC-13 TERMINATION**

CONTRACTOR may by written notice to SUBCONTRACTOR terminate this subcontract in whole or in part at any time, either for CONTRACTOR'S convenience or for the default of SUBCONTRACTOR. Upon such termination, all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed work and work in progress, and such other information and materials as may have been accumulated by SUBCONTRACTOR in performing this subcontract shall become the property of and be delivered to CONTRACTOR. If the termination is for the convenience of CONTRACTOR an adjustment

in the compensation to be paid SUBCONTRACTOR under this subcontract will be made, but no amount shall be allowed for anticipated profit on unperformed work. If the termination is attributable to SUBCONTRACTOR'S default, SUBCONTRACTOR and its sureties, if any, shall be liable for all costs incurred in completion of the terminated work which are in excess of the Subcontract Price.

#### **GC-14 FINAL INSPECTION AND ACCEPTANCE**

When SUBCONTRACTOR considers the Work under this subcontract, complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR will conduct such reviews, inspections and tests as needed to satisfy CONTRACTOR that the Work conforms to subcontract requirements. CONTRACTOR will notify SUBCONTRACTOR of any nonconformance and SUBCONTRACTOR shall take corrective action and the acceptance procedure shall be repeated as required by CONTRACTOR until the Work is accepted. CONTRACTOR'S written Notice of Final Acceptance of the Work shall be conclusive except for latent defects, fraud, or CONTRACTOR'S and CUSTOMER'S rights under the General Condition titled "WARRANTY".

#### **GC-15 INSURANCE**

- A. Unless otherwise specified in this subcontract, SUBCONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the Work insurance coverage, with limits not less than those set forth below with insurers rated by A.M. Best Company no less than A-VII or equivalent S&P rating of BBB, and under forms of policies satisfactory to CONTRACTOR.
- B. SUBCONTRACTOR shall deliver to CONTRACTOR no later than **ten (10) calendar days** after the effective date of this subcontract, but in any event prior to commencing the Work or entering the Jobsite, certificates of insurance and endorsements as evidence of the insurance coverage required herein. Certificates of Insurance shall demonstrate SUBCONTRACTOR'S insurance policies contain the minimum coverage set forth in this clause. SUBCONTRACTOR shall also provide a certified copy of Additional Insured and Waiver of Subrogation endorsements for all applicable policies of insurance. SUBCONTRACTOR shall deliver to CONTRACTOR thirty (30) calendar days' advance written notice prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the project name and the applicable subcontract number.
- C. Insurance Coverage:
  - (1) Workers' Compensation Insurance with limits and coverage as required by any applicable law or regulation both State and/or Federal, including U.S.L. & H.W. Compensation Act.
  - (2) Employer's Liability Insurance, including when required Marine Employer's Liability and Jones Act coverage, of not less than \$1,000,000 each accident for bodily injury and bodily injury by disease.

The above policies shall include an Insurer's Waiver of Subrogation in favor of CONTRACTOR, CUSTOMER, each of their parents, subsidiaries and affiliates, and the officers, directors and employees of each such entity (collectively "Customer Group").

- (3) Commercial General Liability Insurance

SUBCONTRACTOR shall maintain Commercial General Liability Insurance (CGL) with limits not less than those listed below. The CGL insurance shall be written on an occurrence form, shall provide coverage for liability arising from all operations by or on behalf of SUBCONTRACTOR. Insurance shall include coverage for liability arising from

premises and operations, independent contractors, products and completed operations for at least (24) months following Final Acceptance of the Project as a whole, broad form property damage, personal and advertising injury, explosion, collapse and underground (XCU) damage and contractual liability coverage as applicable to any contractual indemnity.

\$1,000,000	Combined single limit for Bodily Injury and Property Damage each occurrence;
\$1,000,000	Personal Injury Limit each occurrence;
\$2,000,000	Products-Completed Operations Annual Aggregate Limit; and
\$2,000,000	General Annual Aggregate Limit (other than Products-Completed Operations).

The Commercial General Liability Insurance coverage including any Excess or Umbrella Liability Insurances(s) shall apply to the indemnity agreement in the General Condition titled "INDEMNITY" and shall include each member of the Customer Group as an Additional Insured. Such insurance(s) shall also include an Insurer's Waiver of Subrogation in favor of each Additional Insured, contain a cross liability and severability of interest clause and be primary and non-contributory with any similar insurance coverage (primary or excess) maintained by the Additional Insureds.

- (4) Automobile Liability Insurance including contractual liability coverage for the operation of any vehicle to include, but not be limited to, owned, hired and non-owned.

The combined single limit for Bodily Injury and Property Damage Liability shall be not less than \$1,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- (5) Contractor's Tools and Equipment Insurance covering loss or damage to equipment, tools or any other property of SUBCONTRACTOR or property under its control which are used in SUBCONTRACTOR'S operations hereunder. Such insurance shall include an Insurer's Waiver of Subrogation in favor of each member of the Customer Group. SUBCONTRACTOR waives any and all rights of recovery against and hereby releases and indemnifies each member of the Customer Group from and against any liability arising out of or for any loss or damage to such equipment, tools or property of SUBCONTRACTOR and each of its sub-tier subcontractors.

- D. Neither CONTRACTOR nor CUSTOMER is maintaining any insurance on behalf of SUBCONTRACTOR including insurance covering loss or damage to the Work or to any other property of SUBCONTRACTOR unless otherwise specifically set forth herein. Any liability insurance maintained by any member of the Customer Group is excess of and shall not in any manner contribute to any loss covered by SUBCONTRACTOR'S primary insurance or with any other insurance available to SUBCONTRACTOR in excess of such primary insurance and applicable to such loss.
- E. The requirements contained herein as to types and limits, as well as CONTRACTOR'S approval of insurance coverage to be maintained by SUBCONTRACTOR, are not intended to and shall not in any manner limit or qualify the liability and obligations assumed by SUBCONTRACTOR under this subcontract. SUBCONTRACTOR shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve

SUBCONTRACTOR of its responsibility herein. Upon written request, SUBCONTRACTOR shall provide CONTRACTOR with complete, certified copies of all required insurance policies, and/or copies of lower-tier subcontractor certificates of insurance.

- F. CONTRACTOR shall have no duty to advise SUBCONTRACTOR in the event SUBCONTRACTOR'S insurance does not comply with the requirements of this subcontract. If SUBCONTRACTOR fails to procure and maintain all the insurance coverage required by this clause, SUBCONTRACTOR shall indemnify and hold harmless each member of the Customer Group from and against all claims, demands, costs, charges and expenses that would have been covered by such insurance had SUBCONTRACTOR complied with its obligations herein.
- G. In accordance with the submittal requirements set forth above, SUBCONTRACTOR shall deliver the original and one (1) copy of the Certificate(s) of Insurance and endorsements required by this clause and all subsequent notices of cancellation, termination and material alteration of such policies to:  
National Aerospace Solutions, LLC  
100 Kindel Drive  
Arnold AFB, TN 37389-9101  
Attn: Subcontracts
- H. Non-Waiver. CONTRACTOR'S acceptance of any evidence of insurance, including any certificate of insurance, shall not: (i) constitute acceptance of the adequacy of SUBCONTRACTOR'S insurance coverage, (ii) imply that any insurance coverage provided by SUBCONTRACTOR complies with the requirements of this subcontract, (iii) be deemed as a modification of any of SUBCONTRACTOR'S requirements in the subcontract, or (iv) waive CONTRACTOR'S or CUSTOMER'S rights to enforce any of SUBCONTRACTOR'S requirements in this subcontract, including the requirements concerning insurance coverage amounts, insurance terms and conditions and qualifications of insurance companies.

#### **GC-16 SUBCONTRACT SCHEDULE**

SUBCONTRACTOR may, from time to time, be required to provide to CONTRACTOR for approval an original and subsequently updated Subcontract Schedule showing all activities and sequence of operations needed for the orderly performance and completion of the Work. SUBCONTRACTOR shall adhere to the approved Subcontract Schedule, submitting periodic progress reports and proposed schedule changes in form and manner directed by CONTRACTOR.

#### **GC-17 RELEASE AGAINST CLAIMS**

SUBCONTRACTOR shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the Work hereunder. CONTRACTOR may, as a condition precedent to any payment hereunder, require SUBCONTRACTOR to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, CONTRACTOR may withhold any payment until SUBCONTRACTOR has furnished such evidence of payment and release and shall indemnify and defend CONTRACTOR and CUSTOMER against any liability or loss arising from any such claim.



## **GC-18 NONDISCLOSURE**

DFARS clause 252.204-7000, Disclosure of Information (AUG 2013) applies to this subcontract and, prohibits SUBCONTRACTOR from releasing to anyone outside SUBCONTRACTOR'S organization any information (including unclassified information), regardless of medium (e.g., film, tape, document), pertaining to any part of this subcontract or any program related to this subcontract, unless the CUSTOMER'S Contracting Officer has given prior written approval; or the information is otherwise in the public domain before the date of release.

In order to comply with the above mentioned DFARS, copies of any information requested to be released must be submitted to CONTRACTOR for forwarding to the Contracting Officer for security and policy review and clearance sixty (60) days prior to the requested release date.

If so requested by CONTRACTOR, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any work under this subcontract.

SUBCONTRACTOR agrees to include a similar requirement in all lower-tier subcontracts. All requests for authorization to release information by lower-tier subcontractors shall be subject to the approval of CONTRACTOR.

## **GC-19 EXPORT CONTROLS AND RESTRICTED PARTIES**

A. SUBCONTRACTOR acknowledges that all applicable export laws, rules and regulations of the origin countries shall apply to the exports of commodities, software and technology (technical data and assistance) under this subcontract. SUBCONTRACTOR also acknowledges that other laws, rules and regulations may restrict the use of certain parties under this subcontract. Such laws, rules and regulations are generally described below.

### **B. Restricted Parties Lists**

The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.

### **C. Licensing Requirements**

(1) **General:** Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology.

#### **(2) United States of America (USA) Export Licensing Requirements**

(i) SUBCONTRACTOR shall comply with all applicable U.S. export control laws and regulations. The information which CONTRACTOR may disclose to

SUBCONTRACTOR pursuant to the subcontract may be subject to the provisions of the Export Administration Act of 1979 and the U.S. Export Administration Regulations (15 C.F.R. 730-774) promulgated there under, the U.S. Department of Energy's export regulations (10 C.F.R. Part 810), the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions and laws administered by the U.S. Treasury Department, Office of Foreign Assets Control (OFAC). SUBCONTRACTOR acknowledges that these statutes and regulations impose restrictions on the import and export to foreign countries and foreign nationals of certain categories of items and data and that licenses from the U.S. Department of Energy, U.S. Department of Commerce, U.S. State Department and/or OFAC may be required before such items or data can be disclosed, and that such licenses may impose further restrictions on use of and further disclosure of such data.

- (ii) SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work, except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.
- (iii) All work produced by SUBCONTRACTOR that is deemed to be export controlled shall be clearly marked with a legend on each page which states "Restricted access and distribution pursuant to U.S. export control laws".

- D. SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR'S failure to comply fully and timely with any such law, rule or regulation described above.
- E. SUBCONTRACTOR hereby agrees to indemnify, defend and hold CONTRACTOR, CUSTOMER, each of their respective affiliates and the respective directors, officers, employees and representatives of each harmless from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of SUBCONTRACTOR'S failure to comply with its obligations under this clause.

#### **GC-20 REPRESENTATIONS AND CERTIFICATIONS**

All Representations and Certifications provided by SUBCONTRACTOR are included, and made part of this subcontract as Appendix A-1. CONTRACTOR may require re-certification of any or all of the Representations and Certifications contained in Appendix A-1 on an annual basis or as otherwise directed by CONTRACTOR.

#### **GC-21 CONTRACTORS LICENSING LAW**

SUBCONTRACTOR shall comply with all applicable federal, state and local licensing laws. By acceptance of this subcontract, SUBCONTRACTOR certifies that it is currently licensed to perform the Work under this subcontract.