

Abt Associates General Provisions

1. **PRICE.** This is a cost reimbursable agreement unless otherwise expressly stated on the face page of this Agreement.
2. **CHANGES.** No modification of this Agreement shall be binding unless made by a formal amendment signed by Abt Associates. Abt Associates' Subcontracts staff is the only representatives authorized to direct changes or agree to modifications to this Agreement.
3. **ABT ASSOCIATES** shall have the unilateral right to make changes or additions to the instructions related to the services to be provided under this Agreement. Any such direction will be evidenced by a formal Agreement amendment. If such change causes an increase or decrease in cost or time required to complete performance, an equitable adjustment in price and/or delivery schedule shall be mutually agreed to by Abt Associates and Subcontractor.
4. **WARRANTIES.** In addition to any other warranties, whether express or implied, Subcontractor warrants that (i) the Services covered by this Agreement shall be performed in accordance with the highest industry standards of care; (ii) shall be in complete conformance with any and all applicable standards and (iii) shall comply with all specifications, drawings, standards or descriptions incorporated herein or furnished to Subcontractor. All warranties contained herein shall survive Abt Associates' acceptance. Subcontractor agrees at its own cost and expense to defend and hold Abt Associates harmless from and against any and all claims, actions, liability, damage, loss and expense arising out of or related to breach of Subcontractor's warranty to Abt Associates, and/or any other breach by Subcontractor. In addition, if any of the Services are found within a reasonable time after delivery to be not in conformity with the requirements of this Agreement, Abt Associates, in addition to any other rights above, shall have the right, upon notice to Subcontractor, to take such actions as may be required to cure all defects and/or bring the Services into conformity with all the requirements of this Agreement, in which event all costs and expenses thereby incurred by Abt Associates shall be for Subcontractor's account.
5. **ENTIRE AGREEMENT.** This Agreement is in addition to all prior oral or written agreements, if any, between the parties and constitutes part of the agreement between the parties with respect to the work to be performed hereunder.
6. **SUBCONTRACTING/SUBAWARDS** Subcontractor shall not assign or subcontract any part of the work called for under this Agreement without the prior written consent of the Abt Associates.
7. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including but not limited to, acts of God, actions by any government authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within five (5) calendar days
8. **TERMINATION FOR CONVENIENCE.** The Abt Associates reserves the right to terminate this Agreement or any part thereof for its convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its authorized subcontractors to stop work. Subject to acceptable performance to date and the terms of this

Agreement, Subcontractor shall be paid a percentage of the Agreement price reflecting the percentage of the work performed prior to the notice of termination.

9. **TERMINATION FOR DEFAULT.** Abt Associates may also terminate this Agreement or any part thereof for cause in the event of any default by Subcontractor, breach of contract or insolvency, or if Subcontractor fails to comply with any of the terms and conditions of the Agreement. In the event of termination for cause, Abt Associates shall not be liable to Subcontractor for any amount and Subcontractor shall be liable to Abt Associates for any and all damage sustained by reason of the default which gave rise to the termination.
11. **INDEMNITY.** Subcontractor will defend, indemnify and hold harmless Abt Associates, its officers, directors, and employees from and against any and all direct or third party claims, actions, liability, loss or damage, including personal injury, death or property damage arising out of or as the result of breach of Subcontractor's warranty, or the Subcontractor's negligent or willful acts or omissions in the performance of the Agreement. The provisions of this clause shall survive expiration or termination of this Agreement.
12. **WAIVER.** The failure of Abt Associates to enforce any of the terms, covenants or conditions of this Agreement shall not be construed to be a waiver or relinquishment of any such provisions or right of Abt Associates.
13. **APPLICABLE LAW.** This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts, United States of America.
14. **INVOICING.** After each provision of Services provided under this Agreement, Subcontractor shall submit an invoice, in duplicate. Payment of invoice shall not constitute acceptance of the Services and shall be subject to appropriate adjustment for failure of Subcontractor to meet the requirements of this Agreement. **All invoices must reference the Abt Associates' Subcontract number to prevent delay in payment.** Abt Associates will not be liable for finance charges, late payment fees, restocking fees and/or any other unauthorized charges without the written consent of Abt Associates.
15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Subcontractor shall comply with all applicable laws, executive orders, and regulations concerning nondiscrimination in employment, including but not limited to Executive Order 11246.
16. **TAXES.** Subcontractor shall pay all Federal, State or local taxes imposed on account of Services furnished under this Agreement, unless otherwise specified by Abt Associates.
17. **DISPUTE RESOLUTION.** All disputes arising in connection with this Agreement that cannot be resolved within a reasonable time following good faith attempts by the parties shall finally be settled in accordance with the Commercial Industry Rules of the American Arbitration Association, before a single arbitrator. Such arbitration shall be held in either Washington, DC or Boston, MA.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award not provided for or inconsistent with the laws of the Commonwealth of Massachusetts.

18. **ANTI-CORRUPTION PROVISIONS.** No offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, shall be made, either directly or indirectly, as an inducement or reward for the award of this contract. Any such practice will be grounds for

cancelling the Agreement and for such other additional actions, civil and/or criminal, as may be applicable.

19. **ANTI-TERRORISM PROVISIONS.** Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subcontractor to ensure compliance with these Executive Orders and laws. By executing an agreement with Abt Associates, Subcontractor acknowledges these requirements and asserts understanding of and compliance with all laws and regulations related thereto. This provision must be included in all lower-tier subcontracts/subawards issued under this Agreement.
20. **TRAFFICKING IN PERSONS.** Subcontractor is reminded that U.S. Executive Order 13627 and Public Law 106-386 Div A set forth prohibitions on recipients of Federal funding participating in any form of trafficking in persons. By executing an agreement with Abt Associates, Subcontractor acknowledges these prohibitions and asserts understanding of and compliance with all laws and regulations related thereto. This provision must be included in all lower-tier subcontracts/subawards issued under this Agreement.
21. **SAFE HARBOR.** Neither the confidentiality provision contained in the this Agreement, nor confidentiality provisions contained in any existing agreement with Abt Associates Inc. shall be construed to prohibit or otherwise restrict lawful reporting of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
19. **VENDOR HELPLINE.** If you have any concerns or complaints about the manner in which this subcontract was awarded, including whether any ethical issues occurred either by Abt Associates, your organization, or another organization, Abt Associates has a Vendor Ethics and Compliance Helpline. This Helpline supports phone or web-based reporting and also supports anonymous reporting. Any issues reported to this Helpline will be investigated by a member of Abt's management.

The Vendor Helpline:
Phone: 888-928-4231)
Web: <http://www.integrity-helpline.com/abtassoc.jsp>
Both are available 24 hours a day, 7 days a week.