

Letter Contract

1. This Undefined Contract Action (UCA)/ Letter Contract is being issued by The Army Contracting Command - New Jersey to AstraZeneca Pharmaceuticals LP (AstraZeneca), 1800 Concord Pike, Wilmington, DE, 19803-2902.
2. Both parties agree that the general scope of this action requires AstraZeneca to manufacture and distribute 200 Million (M) doses of the ChAdOx1 nCoV-19 vaccine (now referred to as AZD1222) to the United States Government to prevent the general population from developing symptoms of the COVID-19 infection.
3. This action has a total Firm Fixed Price value of \$286,927,159.00. It is not anticipated that the total value of this action will increase during the definitization process.
4. Funding is obligated in the total amount of \$286,927,159.00, however performance is only authorized up to (b) (4) prior to definitization.
5. The effective date of this UCA is 28 October 2020.
6. The anticipated Period of Performance is 12 months from the effective date.
7. The estimated preliminary delivery schedule, setting forth the quantities and timing of delivery of each shipment of AZD1222 initially projected by AstraZeneca as of the Effective Date of this UCA, is set out in the Statement of Work. AstraZeneca shall provide a Dose Tracking Tool that will include updated estimates, based on AstraZeneca's knowledge, of anticipated quantities and timing. As soon as reasonably possible, and in any event not later than (b) (4) prior to each anticipated delivery, AstraZeneca shall use commercially reasonable efforts to provide a firm and final delivery schedule for each shipment setting forth the quantities of AZD1222 and the date for delivery of each shipment.
8. The Representations and Certifications made by AstraZeneca in the System for Award Management (SAM) are hereby incorporated into this contract by reference.
9. The terms and conditions set forth in this UCA are not expected to materially change prior to definitization, however aspects may be negotiated prior to definitization.
10. This contract shall have a HRPAS priority rating of DO-HR. See Section H for additional information.

Concurrences

AstraZeneca Pharmaceuticals LP:

SIGNATURE:

PRINTED NAME: [REDACTED]

TITLE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

Army Contracting Command - New Jersey:

SIGNATURE:

PRINTED NAME: [REDACTED]

TITLE: Contracting Officer, CCNJ-IC

EMAIL ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

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W15QKN-21-C-0003

**MOD/AMD****Name of Offeror or Contractor:** ASTRAZENECA PHARMACEUTICALS LP

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: [REDACTED]  
Buyer Office Symbol/Telephone Number: CCNJ-IC/[REDACTED]  
Type of Contract 1: Firm Fixed Price  
Kind of Contract: Undefined Letter Contracts  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: A  
Contract Expiration Date: 2021SEP25

\*\*\* End of Narrative A0000 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>MANUFACTURING OF BULK DRUG SUBSTANCE</u></p> <p>NSN: 9999-99-999-9999  COMMODITY NAME: COVID Sustance  PSC: 6505  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>PRON: CB1RD81206 PRON AMD: 01 ACRN: AA</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56XNH10296001</td> <td>75A501</td> <td>J</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>(b) (4)</td> <td>(b) (4)</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:  (b) (4)  (b) (4)  (b) (4)  (b) (4)</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56XNH10296001	75A501	J		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	(b) (4)	(b) (4)				(b) (4)	■	■	■
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0002	<p><u>DELIVERY OF RELEASED DRUG PRODUCT TO VMI</u></p> <p>NSN: 9999-99-999-9999  COMMODITY NAME: COVID Delivery  PSC: 6505  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>PRON: CB1RD81558 PRON AMD: 01 ACRN: AB</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p>	(b) (4)	■	■	■																														

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD                      001 W56XNH10296002 75A501 J 3                      DEL REL CD QUANTITY DEL DATE                      001 (b) (4) [REDACTED]</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (b) (4) [REDACTED]                      [REDACTED]                      [REDACTED]                      [REDACTED]</p> <p><u>DELIVERY OF RELEASED DRUG PRODUCT TO GOV                      DISTRIBUTION SITE</u></p> <p>NSN: 9999-99-999-9999                      COMMODITY NAME: COVID Delivery                      PSC: 6505                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>PRON: CB1RD81559 PRON AMD: 01 ACRN: AC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD                      001 W56XNH10296003 75A501 J 3                      DEL REL CD QUANTITY DEL DATE                      001 (b) (4) [REDACTED]</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (b) (4) [REDACTED]                      [REDACTED]                      [REDACTED]                      [REDACTED]</p>	(b) (4)	■	■	■

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
STATEMENT OF WORK  
SUPPLY CONTRACT

- 1. AZD1222 DP Supply Contract (200M doses; (b) (4) and Pack, Label, Shipment (200 M Doses)
  - 1.1. Supply AZD1222 (200 M doses FF/Packed/Labeled DP)
    - 1.1.1. Drug Substance Manufacturing (b) (4)
    - 1.1.2. Drug Substance Ownership/Storage/Shipping
    - 1.1.3. Drug Product Manufacturing (200M Doses)
    - 1.1.4. Pack and Label of FF DP (200M Doses)
    - 1.1.5. Storage/Shipping
    - 1.1.6. Delivery Schedule

- 1. AZD1222 DP Supply Contract (200M doses; (b) (4) and Pack, Label, Shipment (200 M Doses)
  - 1.1. Supply AZD1222 (200 M doses FF/Packed/Labeled DP) (DOD Contract 2 WBS1)
    - 1.1.1. Drug Substance Manufacturing (b) (4)

Within (b) (4) of the Effective Date, the Government will provide written notification to (b) (4) that it requires (b) (4) DS in addition to those obtained under OTA W15QKN-20-C-0067. AstraZeneca shall oversee the large-scale manufacture of such additional batches of DS at (b) (4) and execute DS quality agreements as is necessary for shipment to (b) (4) DP manufacture.

AstraZeneca shall oversee review, approval and release of Drug Substance at (b) (4) to ensure that the product meets quality and regulatory compliance requirements. Specifically, AstraZeneca will ensure satisfactory completion of the following by (b) (4)

- A. Batch Production Records for Drug Substance
- B. Certificates of Analysis

(b) (4)

1.1.2. Drug Substance Ownership/Storage/Shipping

(b) (4)

AZ will control all material within their quality system and material will not be final released until all testing has been completed and CoA have been issued.

In addition, AstraZeneca shall provide supply chain planning, management and logistics to manage appropriate supply and inventories across all sites to fulfill the 200MM doses to the USG in the agreed timeframes, and supplier management and oversight of (b) (4)

1.1.3. Drug Product Manufacturing (200M Doses)

AstraZeneca shall conduct (b) (4) cGMP manufacture of 200 million doses DP filled into a (b) (4). Production will utilize the DS available upon delivery of prototype DS via OTA W15QKN-20-C-0067 plus the (b) (4) (b) (4) purchased hereunder. AstraZeneca will ensure that the product meets quality and regulatory compliance requirements. Manufacture will be dependent upon the amount of DS available through other contract vehicles. In addition, AstraZeneca shall contract with a third party to test DP for release. All information related to manufacture will be delivered to AstraZeneca. Specifically, AstraZeneca will complete product release activities.

AstraZeneca (b) (4) until 200M doses of DP have been manufactured and released. (b) (4)

(b) (4)

Table 2.1.1-A DP Release Tests Planned, As Necessary

-----  
| Method Description\~ | DP Release\~ |  
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(b) (4) [Redacted]

1.1.4. Pack and Label of FF DP (200M Doses)

AstraZeneca shall conduct (b) (4) for pack and label of final fill finished DP. A targeted inventory of 200MM doses will be prepared. (b) (4)

1.1.5. Storage/Shipping

(b) (4) DP will be stored at 2-8 Celsius and in accordance with the terms and conditions specified in Article 16 of the OTA.

1.1.6 Delivery Schedule: AstraZeneca will use its best efforts to deliver 200M doses by (b) (4).

The foregoing delivery schedule is AstraZenecas best projection of its manufacturing capability based on (i) the facts and circumstances as they are known to AstraZeneca on the Effective Date and (ii) the planning assumptions shared with BARDA, including but not limited to the assumptions listed below:

(b) (4) [Redacted]

The Parties acknowledge that the clinical development schedule is subject to certain factors outside AstraZenecas control (e.g., actions taken by FDA) (b) (4). AstraZeneca will keep the Government apprised of clinical development and manufacturing progress as set forth in Article 17 of Agreement W15QKN-20-

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9-1003, and to the extent any changes in circumstances necessitate a revision to the delivery schedule, will notify the Government as soon as reasonably practicable.

\*\*\* END OF NARRATIVE C0001 \*\*\*





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- iii. Transaction Statement (TS)
- iv. Centers for Disease Control (CDC) Purchase Order (PO) Number

The AstraZeneca will also transmit bulk shipment Advance Shipment Notices (ASNs) to CDC via Electronic Data Interchange (EDI).

D. Title and Physical Risk of Loss. (b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

E. Risk of Loss Due to Expiry. (b) (4)

[REDACTED]

[REDACTED]

[REDACTED]

\*\*\* END OF NARRATIVE E0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-34	F.O.B. DESTINATION	NOV/1991

I. Supply Chain Resiliency Plan

The contractor shall develop and submit within (b) (4) of contract award, a comprehensive Supply Chain Resiliency Program that provides identification and reporting of critical components associated with the secure supply of drug substance, drug product, and work-in-process through to finished goods.

a) A critical component is defined as any material that is essential to the product or the manufacturing process associated with that product. Included in the definition are consumables and disposables associated with manufacturing. NOT included in the definition are facility and capital equipment.

Consideration of critical components includes the evaluation and potential impact of raw materials, excipients, active ingredients, substances, pieces, parts, software, firmware, labeling, assembly, testing, analytical and environmental componentry, reagents, or utility materials which are used in the manufacturing of a drug, cell banks, seed stocks, devices and key processing components and equipment. A clear example of a critical component is one where a sole supplier is utilized.

The contractor shall identify key equipment suppliers, their locations, local resources, and the associated control processes at the time of award. The Supply Chain Resiliency Plan shall address planning and scheduling for active pharmaceutical ingredients, upstream, downstream, component assembly, finished drug product and delivery events as necessary for the delivery of product.

a) Communication for these requirements shall be updated as part of an annual review, or as necessary, as part of regular contractual communications.

b) For upstream and downstream processing, both single-use and re-usable in-place processing equipment, and manufacturing disposables also shall be addressed. For finished goods, the inspection, labeling, packaging, and associated machinery shall be addressed taking into account capacity capabilities.

c) The focus on the aspects of resiliency shall be on critical components and aspects of complying with the contractual delivery schedule. Delivery methods shall be addressed, inclusive of items that are foreign-sourced, both high and low volume, which would significantly affect throughput and adherence to the contractually agreed deliveries.

The contractor shall articulate in the plan, the contractors methodology for inventory control, production planning, scheduling processes and ordering mechanisms, as part of those agreed deliveries.

a) Production rates and lead times shall be understood and communicated to the Contracting Officer or the Contracting Officer's Representative as necessary.

b) Production throughput critical constraints should be well understood by activity and by design, and communicated to contractual personnel. As necessary, communication should focus on identification, exploitation, elevation, and secondary constraints of throughput, as appropriate.

Reports for critical items should include the following information:

- a) Critical Material
- b) Vendor
- c) Supplier, Manufacturing / Distribution Location
- d) Supplier Lead Time
- e) Shelf Life
- f) Transportation / Shipping restrictions

The CO and COR reserve the right to request un-redacted copies of technical documents provided in response to this section, during the period of performance, for distribution within the Government. Documents shall be provided within ten (10) calendar days after CO issues the request. The Contractor may arrange for additional time if deemed necessary, and agreed to by the CO.

II. Manufacturing Data Requirements

The Contractor shall submit within (b) (4) of contract award detailed data regarding project materials, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material; location and nature of work performed at manufacturing, processing, and fill/finish sites; and location and nature of clinical studies sites (b) (4) The Government may provide a table in tabular format for

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Contractor to be used to submit such data which would include but not be limited to the following:

- Storage/inventory of ancillary materials (vials, needles, syringes, etc.)
- Shipment of ancillary materials (vials, needles, syringes, etc.)
- Disposal of ancillary materials (vials, needles, syringes, etc.)
- Seed development or other starting material manufacturing
- Bulk drug substance and/or adjuvant production
- Fill, finish, and release of product or adjuvant
- Storage/inventory of starting materials, bulk substance, or filled/final product or adjuvant
- Stability information of bulk substance and/or finished product
- Shipment of bulk substance of final product
- Disposal of bulk substance or final product

III. Product Development Source Material and Manufacturing Reports and Projections

The Contractor shall submit a detailed spreadsheet regarding critical project materials that are sourced from a location other than the United States, sources, and manufacturing sites, including but not limited to: physical locations of sources of raw and processed material by type of material; location and nature of work performed at manufacturing sites; and location and nature of clinical studies sites (it being understood that such information already has been provided).

The Contractor will provide manufacturing reports and manufacturing dose tracking projections/actuals utilizing the COVID-19 Dose Tracking Templates, on any contract/agreement that is manufacturing product

- Contractor will submit Product Development Source Material Report
- Within 1 month of contract award
- Within 30 days of substantive changes are made to sources and/or materials
- Or on the 6th month contract anniversary.
- Contractor will update the Dose Tracking Template weekly, during manufacturing campaigns and COVID response, with the first deliverable submission within 15 days of award/modification
- The Government will provide written comments to the Product Development Source Material and Manufacturing Report within 15 business days after the submission
- If corrective action is recommended, Contractor must address all concerns raised by the Government in writing

IV. Contractor Locations

The contractor shall submit detailed data regarding locations where work will be performed under this contract, including addresses, points of contact, and work performed per location, to include sub-contractors.

Contractor will submit Work Locations Report:

- Within 30 business days of contract award
- Within 30 business days after a substantive location or capabilities change
- Within 2 business days of a substantive change if the work performed supports medical countermeasure development that addresses a threat that has been declared a Public Health Emergency by the HHS Secretary or a Public Health Emergency of International Concern (PHEIC) by the WHO

Language for SOW Security Section (or Similar)

I. Access and General Protection/Security Policy and Procedures

This standard language text is applicable to ALL employees working on critical information related to Operation Warp Speed (OWS) with an area of performance within a Government controlled installation, facility or area. Employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The performer also shall provide all information required for background checks necessary to access critical information related to OWS, and to meet Government installation access requirements to be accomplished by installation Director of Emergency Services or Security Office. The workforce must comply with all personnel identity verification requirements as directed by the Government and/or local policy. In addition to the changes otherwise authorized by the changes clause of this agreement, should the security status of OWS change the Government may require changes in performer security matters or processes. In addition to the industry standards for employment background checks, the Contractor must be willing to have key individuals, in exceptionally sensitive positions, identified for additional vetting by the United States Government.

II. Operational Security (OPSEC)

The performer shall develop an OPSEC Standard Operating Procedure (SOP)/Plan within ninety (90)-calendar-days of project award to be reviewed and approved by the responsible Government OPSEC officer. This plan will be submitted to the COR for coordination of approvals. This SOP/Plan will include identifying the critical information related to this contract, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

III. Security Plan

The contractor shall develop a comprehensive security program that provides overall protection of personnel, information, data, and

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facilities associated with fulfilling the Government requirement. This plan shall establish security practices and procedures that demonstrate how the contractor will meet and adhere to the security requirements outlined below prior to the commencement of product manufacturing, and shall be delivered to the Government within 30 calendar days of award.

a)The Government will review in detail and submit comments within ten (10) business days to the Contracting Officer (CO) to be forwarded to the Contractor. The Contractor shall review the Draft Security Plan comments, and, submit a Final Security Plan to the U.S. Government within thirty (10) calendar days after receipt of the comments.

b)The Security Plan shall include a timeline for compliance of all the required security measures outlined by the Government. Upon completion of initiating all security measures, the Contractor shall supply to the Contracting Officer a letter certifying compliance to the elements outlined in the Final Security Plan.

**(b) (4)**  
[Redacted text block]

At a minimum, the Final Security Plan shall address the following items:

Security Requirements:

1. Facility Security Plan

Description: As part of the partner facility's overall security program, the contractor shall submit a written security plan with their proposal to the Government for review and approval by Government security subject matter experts. The performance of work under the contract will be in accordance with the approved security plan. The security plan will include the following processes and procedures at a minimum:

Security Administration

- organization chart and responsibilities
- written security risk assessment for site
- threat levels with identification matrix (High, Medium, or Low)
- enhanced security procedures during elevated threats
- liaison procedures with law enforcement
- annual employee security education and training program

Personnel Security

- policies and procedures
- candidate recruitment process
- background investigations process
- employment suitability policy
- employee access determination
- rules of behavior/ conduct
- termination procedures
- non-disclosure agreements

Physical Security Policies and Procedures

- internal/external access control
- protective services
- identification/badging
- employee and visitor access controls
- parking areas and access control
- perimeter fencing/barriers
- product shipping, receiving and transport security procedures
- facility security lighting
- restricted areas
- signage
- intrusion detection systems
- alarm monitoring/response
- closed circuit television
- product storage security
- other control measures as identified

Information Security

- identification and marking of sensitive information

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- access control
- storage of information
- document control procedures
- retention/ destruction requirements

## Information Technology/Cyber Security Policies and Procedures

- intrusion detection and prevention systems
- threat identification
- employee training (initial and annual)
- encryption systems
- identification of sensitive information/media
- password policy (max days 90)
- lock screen time out policy (minimum time 20 minutes)
- removable media policy
- laptop policy
- removal of IT assets for domestic/foreign travel
- access control and determination
- VPN procedures
- WiFi and Bluetooth disabled when not in use
- system document control
- system backup
- system disaster recovery
- incident response
- system audit procedures
- property accountability

## 2. Site Security Master Plan

Description: The partner facility shall provide a site schematic for security systems which includes: main access points; security cameras; electronic access points; IT Server Room; Product Storage Freezer/Room; and bio-containment laboratories.

## 3. Site Threat / Vulnerability / Risk Assessment

Description: The partner facility shall provide a written risk assessment for the facility addressing: criminal threat, including crime data; foreign/domestic terrorist threat; industrial espionage; insider threats; natural disasters; and potential loss of critical infrastructure (power/water/natural gas, etc.) This assessment shall include recent data obtained from local law enforcement agencies. The assessment should be updated annually.

## 4. Physical Security

Description: Closed Circuit Television (CCTV) Monitoring

- a) Layered (internal/external) CCTV coverage with time-lapse video recording for buildings and areas where critical assets are processed or stored.
- b) CCTV coverage must include entry and exits to critical facilities, perimeters, and areas within the facility deemed critical to the execution of the contract.
- c) Video recordings must be maintained for a minimum of 30 days.
- d) CCTV surveillance system must be on emergency power backup.
- e) CCTV coverage must include entry and exits to critical facilities, perimeters, and areas within the facility deemed critical to the execution of the contract.
- f) Video recordings must be maintained for a minimum of 30 days.
- g) CCTV surveillance system must be on emergency power backup.

## Facility Lighting

- a) Lighting must cover facility perimeter, parking areas, critical infrastructure, and entrances and exits to buildings.
- b) Lighting must have emergency power backup.
- c) Lighting must be sufficient for the effective operation of the CCTV surveillance system during hours of darkness.

## Shipping and Receiving

- a) Must have CCTV coverage and an electronic access control system.
- b) Must have procedures in place to control access and movement of drivers picking up or delivering shipments.
- c) Must identify drivers picking up Government products by government issued photo identification.

## Access Control

- a) Must have an electronic intrusion detection system with centralized monitoring.
- b) Responses to alarms must be immediate and documented in writing.

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- c) Employ an electronic system (i.e., card key) to control access to areas where assets critical to the contract are located (facilities, laboratories, clean rooms, production facilities, warehouses, server rooms, records storage, etc.).
- d) The electronic access control should signal an alarm notification of unauthorized attempts to access restricted areas.
- e) Must have a system that provides a historical log of all key access transactions and kept on record for a minimum of 12 months.
- f) Must have procedures in place to track issuance of access cards to employees and the ability to deactivate cards when they are lost or an employee leaves the company.
- g) Response to electronic access control alarms must be immediate and documented in writing and kept on record for a minimum of 12 months.
- h) Should have written procedures to prevent employee piggybacking access
- i) to critical infrastructure (generators, air handlers, fuel storage, etc.) should be controlled and limited to those with a legitimate need for access.
- j) Must have a written manual key accountability and inventory process.
- k) Physical access controls should present a layered approach to critical assets within the facility.

**Employee/Visitor Identification**

- a) Should issue company photo identification to all employees.
- b) Photo identification should be displayed above the waist anytime the employee is on company property.
- c) Visitors should be sponsored by an employee and must present government issued photo identification to enter the property.
- d) Visitors should be logged in and out of the facility and should be escorted by an employee while on the premises at all times.

**Security Fencing**

Requirements for security fencing will be determined by the criticality of the program, review of the security plan, threat assessment, and onsite security assessment.

**Protective Security Forces**

Requirements for security officers will be determined by the criticality of the program, review of the security plan, threat assessment, and onsite security assessment.

**Protective Security Forces Operations**

- a) Must have in-service training program.
- b) Must have Use of Force Continuum.
- c) Must have communication systems available (i.e., landline on post, cell phones, handheld radio, and desktop computer).
- d) Must have Standing Post Orders.
- e) Must wear distinct uniform identifying them as security officers.

**5. Security Operations****Description: Information Sharing**

- a) Establish formal liaison with law enforcement.
- b) Meet in person at a minimum annually. Document meeting notes and keep them on file for a, minimum of 12 months. POC information for LE Officer that attended the meeting must be documented.
- c) Implement procedures for receiving and disseminating threat information.

**Training**

- a) Conduct new employee security awareness training.
- b) Conduct and maintain records of annual security awareness training.

**Security Management**

- a) Designate a knowledgeable security professional to manage the security of the facility.
- b) Ensure subcontractor compliance with all Government security requirements.

**6. Personnel Security****Description:****Records Checks**

Verification of social security number, date of birth, citizenship, education credentials, five-year previous employment history, five-year previous residence history, FDA disbarment, sex offender registry, credit check based upon position within the company; motor vehicle records check as appropriate; and local/national criminal history search.

**Hiring and Retention Standards**

- a) Detailed policies and procedures concerning hiring and retention of employees, employee conduct, and off boarding procedures.
- b) Off Boarding procedures should be accomplished within 24 hour of employee leaving the company. This includes termination of all network access.

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## Description:

## Physical Document Control

- a) Applicable documents shall be identified and marked as procurement sensitive, proprietary, or with appropriate government markings.
- b) Sensitive, proprietary, and government documents should be maintained in a lockable filing cabinet/desk or other storage device and not be left unattended.
- c) Access to sensitive information should be restricted to those with a need to know.

Document Destruction Documents must be destroyed using approved destruction measures (i.e, shredders/approved third party vendors / pulverizing / incinerating).

**8. Information Technology & Cybersecurity**

## Description:

## Identity Management

- a) Physical devices and systems within the organization are inventoried and accounted for annually.
- b) Organizational cybersecurity policy is established and communicated.
- c) Asset vulnerabilities are identified and documented.
- d) Cyber threat intelligence is received from information sharing forums and sources.
- e) Threats, vulnerabilities, likelihoods, and impacts are used to determine risk.
- f) Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users and processes.
- g) Users, devices, and other assets are authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals security and privacy risks and other organizational risks)

## Access Control

- a) Limit information system access to authorized users.
- b) Identify information system users, processes acting on behalf of users, or devices and authenticate identities before allowing access.
- c) Limit physical access to information systems, equipment, and server rooms with electronic access controls.
- d) Limit access to/ verify access to use of external information systems.

## Training

- a) Ensure that personnel are trained and are made aware of the security risks associated with their activities and of the applicable laws, policies, standards, regulations, or procedures related to information technology systems.

## Audit and Accountability

- a) Create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate system activity. Records must be kept for minimum must be kept for 12 months.
- b) Ensure the actions of individual information system users can be uniquely traced to those users.
- c) Update malicious code mechanisms when new releases are available.
- d) Perform periodic scans of the information system and real time scans of files from external sources as files are downloaded, opened, or executed.

## Configuration Management

- a) Establish and enforce security configuration settings.
- b) Implement sub networks for publically accessible system components that are physically or logically separated from internal networks.

## Contingency Planning

- a) Establish, implement, and maintain plans for emergency response, backup operations, and post-disaster recovery for information systems to ensure the availability of critical information resources at all times.

## Incident Response

- a) Establish an operational incident handling capability for information systems that includes adequate preparation, detection, analysis, containment, and recovery of cybersecurity incidents. Exercise this capability annually.

## Media and Information Protection

- a) Protect information system media, both paper and digital.
- b) Limit access to information on information systems media to authorized users.
- c) Sanitize and destroy media no longer in use.
- d) Control the use of removable media through technology or policy.

## Physical and Environmental Protection

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W15QKN-21-C-0003 <b>PIIN/SIIN</b>	<b>Page 16 of 32</b> <b>MOD/AMD</b>
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- a) Limit access to information systems, equipment, and the respective operating environments to authorized individuals.
- b) Intrusion detection and prevention system employed on IT networks.
- c) Protect the physical and support infrastructure for all information systems.
- d) Protect information systems against environmental hazards.
- e) Escort visitors and monitor visitor activity.

**Network Protection**

Employ intrusion prevention and detection technology with immediate analysis capabilities.

**9. Transportation Security**

Description: Adequate security controls must be implemented to protect materials while in transit from theft, destruction, manipulation, or damage.

**Drivers**

- a) Drivers must be vetted in accordance with Government Personnel Security Requirements.
- b) Drivers must be trained on specific security and emergency procedures.
- c) Drivers must be equipped with backup communications.
- d) Driver identity must be 100 percent confirmed before the pick-up of any Government product.
- e) Drivers must never leave Government products unattended, and two drivers may be required for longer transport routes or critical products during times of emergency.
- f) Truck pickup and deliveries must be logged and kept on record for a minimum of 12 months.

**Transport Routes**

- a) Transport routes should be pre-planned and never deviated from except when approved or in the event of an emergency.
- b) Transport routes should be continuously evaluated based upon new threats, significant planned events, weather, and other situations that may delay or disrupt transport.

**Product Security**

- a) Government products must be secured with tamper resistant seals during transport, and the transport trailer must be locked and sealed.

Tamper resistant seals must be verified as secure after the product is placed in the transport vehicle.

- b) Government products should be continually monitored by GPS technology while in transport, and any deviations from planned routes should be investigated and documented.
- c) Contingency plans should be in place to keep the product secure during emergencies such as accidents and transport vehicle breakdowns.

**10. Security Reporting Requirements**

Description: The partner facility shall notify the Government Security Team within 24 hours of any activity or incident that is in violation of established security standards or indicates the loss or theft of government products. The facts and circumstances associated with these incidents will be documented in writing for government review.

**11. Security Audits**

Description: The partner facility agrees to formal security audits conducted at the discretion of the government. Security audits may include both prime and subcontractor.

\*\*\* END OF NARRATIVE F0001 \*\*\*



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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEBs ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN		OBLIGATED
0001	CB1RD81206	2	S.0074658.5.27.2	AA		(b) (4)
0002	CB1RD81558	2	S.0074658.5.27.2	AB		
0003	CB1RD81559	2	S.0074658.5.27.2	AC		
TOTAL						\$ 286,927,159.00

ACRN	ACCOUNTING CLASSIFICATION		OBLIGATED AMOUNT
AA	021 202120222040	A5XAH 654807849FL8D 255Y L070481206 S.0074658.5.27.2	021001 \$ (b) (4)
AB	021 202120222040	A5XAH 654807849FL8D 255Y L070481558 S.0074658.5.27.2	021001 \$ (b) (4)
AC	021 202120222040	A5XAH 654807849FL8D 255Y L070481559 S.0074658.5.27.2	021001 \$ (b) (4)
TOTAL			\$ 286,927,159.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION		
0001	AA	021 202120222040	A5XAH 654807849FL8D 255Y L070481206 S.0074658.5.27.2	021001
0002	AB	021 202120222040	A5XAH 654807849FL8D 255Y L070481558 S.0074658.5.27.2	021001
0003	AC	021 202120222040	A5XAH 654807849FL8D 255Y L070481559 S.0074658.5.27.2	021001

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> ; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/> .

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer

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Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice as 2 -in- 1

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice as 2 -in- 1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	W56XNH
Ship To Code	W56XNH
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W56XNH
Service Acceptor (DoDAAC)	W56XNH
Accept at Other DoDAAC	W56XNH
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)

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(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS  
MANDATORY OPSEC CLAUSE

I. Disclosure of Information

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Governments rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractors employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activitys security or interrupt the continuity of its operations.

No information related to data obtained from the Government under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any Government entity for submission to any securities exchange on which the Contractors (or its parent corporations) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions.

II. Financial Disclosure by Clinical Investigators.

The Contractor does and shall comply with the requirements of 21 CFR Part 54, Financial Disclosure by Clinical Investigators.

III. Publications and Publicity

A. Neither AstraZeneca nor the Government shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Contract, the transactions contemplated by it, or the relationship between AstraZeneca and the Government hereunder, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

B. Notwithstanding the foregoing, AstraZeneca and (its upstream licensor) retains the right, but not the obligation, to prepare and submit scientific publications and release information to the public about its COVID-19 development program, without the Governments consent or involvement. AstraZeneca shall inform the AOR when any abstract article or other publication is published, and furnish a copy of it as finally published.

C. Unless authorized in writing by the AO, AstraZeneca shall not display Government logos including Operating Division or Staff Division logos on any publications.

D. AstraZeneca shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies Government approval or endorsement of the product(s) or service(s) provided.

E. AstraZeneca shall include this clause in all sub-agreements executed by the AstraZeneca following the Execution Date, including this section (d) in all subawards where the sub-agreement holder may propose publishing the results of its work under the subaward. The AstraZeneca shall acknowledge the support of the Government whenever publicizing the work under this Contract in any written media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part by the U.S. Government under Contract No. XXXX. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.

IV. Confidentiality of Information

A. Confidential Information, as used in this Article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

B. The Contract Officer and AstraZeneca may, by mutual consent, identify elsewhere in this Contract specific information and/or categories of information which the Government will furnish to AstraZeneca or that AstraZeneca is expected to generate which is confidential. Similarly, the Contract Officer and AstraZeneca may, by mutual consent, identify such Confidential Information from time to time during the Period of Performance. Failure to agree will be settled pursuant to FAR 52.233-1 the Disputes clause.

C. If it is established elsewhere in this Contract that information to be utilized under this Contract, or a portion thereof, is subject to the Privacy Act, AstraZeneca will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

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D. The Receiving Party shall not directly or indirectly, divulge or reveal to any person or entity any Confidential Information of another Party without the Disclosing Party's prior written consent, or use such Confidential Information except as permitted under this Contract. Confidential Information shall be subject to the same prohibitions on disclosure as provided for under FAR Part 24.202. Further, any reproduction of Confidential Information or portions thereof that is disseminated within the Government, CMF, or AstraZeneca, shall be shared strictly on a need to know basis for the purposes of this Contract and is subject to the restrictions of this provision. In addition to the above, Confidential Information is subject to the protections of the Trade Secrets Act as well as any other remedies available under this Contract or the law.

E. Such obligation of confidentiality shall not apply to information which the Receiving Party can demonstrate through competent evidence: (i) was at the time of disclosure in the public domain; (ii) has come into the public domain after disclosure through no breach of this contract; (iii) was known to the Receiving Party prior to disclosure thereof by the Disclosing Party; (iv) was lawfully disclosed to the Receiving Party by a Third Party which was not under an obligation of confidence to the Disclosing Party with respect thereto; or (v) was approved for public release by prior written permission of the Disclosing Party.

F. Whenever AstraZeneca is uncertain with regard to the proper handling of material under the Contract, or if the material in question is subject to the Privacy Act or is Confidential Information subject to the provisions of this Article, AstraZeneca shall obtain a written determination from the Contract Officer prior to any release, disclosure, dissemination, or publication.

G. Contract Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

H. The provisions of paragraph (D) of this Article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

I. The obligations of the Receiving Party under this Article shall continue for a period of seven (7) years from conveyance of the Confidential Information.

J. The Receiving Party acknowledges that confidential information will not be provided to sub-agreement holders unless or until the provisions of this section flow down to the relevant sub-agreement.

\*\*\* END OF NARRATIVE H0001 \*\*\*

#### V Prep Act

In accordance with the Public Readiness and Emergency Preparedness Act (PREP Act), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. 247d-6d and 42 U.S.C. 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the Prep Act Declaration):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of Covered Countermeasures for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Contractor's performance of this Agreement falls within the scope of the Recommended Activities for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and

(iii) Contractor is a Covered Person to the extent it is a person defined in Section V of the PREP Act Declaration. Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractor's activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

(iv) The Government may not use, or authorize the use of, any products or materials provided under this Agreement, unless such use occurs in the United States (or a U.S. territory where U.S. law applies including, but not limited to, embassies, military installations and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with AstraZeneca prior to use and, if the Parties disagree on such use, the dispute will be resolved according to the Disputes clause.

#### VI Excusable Delays Due to COVID-19

The parties recognize that the global pandemic caused by COVID-19 has had a significant impact on the availability of certain suppliers and other resources necessary to produce certain pharmaceutical and related products, including the AS03 adjuvant. Accordingly, notwithstanding any provision to the contrary herein, the Contractor shall not be liable for default if nonperformance is caused by an

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occurrence beyond the reasonable control of the Contractor and without its fault or negligence, as contemplated in FAR 52.212-4(f). For avoidance of doubt, occurrences beyond the reasonable control of the Contractor and without its fault or negligence also include supply chain disruptions arising from or related to the COVID-19 pandemic and the availability of materials for performance of this Contract. In the event of an excusable delay caused by a supply chain disruption arising from or related to the COVID-19 pandemic and the availability of materials for performance of this Contract, Contractor shall follow the procedures at FAR 52.212-4(f).

VII Press Releases

Neither Recipient nor the Government shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the transactions contemplated by it, or the relationship between the Recipient and the Government hereunder, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

VIII ENSURING SUFFICIENT SUPPLY OF THE PRODUCT

A.\*.In recognition of the Governments significant funding for the development and manufacturing of the product in this contract and the Governments need to provide sufficient quantities of a safe and effective COVID-19 vaccine to protect the United States population, the Government shall have the remedy described in section (B) to ensure sufficient supply of the product to meet the needs of the public health or national security.

The remedy set forth in section (B) will be available to the Government only when both of the following conditions are met:

- i. \*.AstraZeneca gives written notice, required to be submitted to the Government no later than 30 business days, following:
a.\*.any formal management decision to terminate manufacturing of the AZD1222 vaccine prior to delivery of 200 million doses under this contract to USG;
b. any formal management decision to discontinue sale of the AZD1222 vaccine to the Government prior to delivery of 200 million doses under this contract to USG; or
c. any filing that anticipates Federal bankruptcy protection; and
ii. AstraZeneca has submitted an Emergency Use Authorization under Section 564 of the FD&C Act or a biologics license application provisions of Section 351(a) of the Public Health Service Act (PHSA).
Notwithstanding the foregoing, in no event will the remedy set forth in section (B) be available to the Government if:

- i.\*.AstraZeneca notifies the Government that, as a result of emerging safety or efficacy data, no further efforts will be undertaken towards the development or manufacture of AZD1222;
ii. AstraZeneca notifies the Government that AstraZeneca has reasonably determined that, notwithstanding its submission of an EUA or BLA in respect of AZD1222, AstraZeneca will not receive U.S. regulatory approval or authorization prior to expiration of this contract;

(b) [Redacted]

(4) [Redacted]

[Redacted]

- v. the Government exercises its right to terminate pursuant to DFARS 52.212-4(1) or (m);
B. If the Government exercises its remedy as provided in section (A) AstraZeneca, upon the request of the Government, shall provide the following items necessary for the Government to pursue manufacturing of the AZD1222 vaccine with a third party for exclusive sale to the U.S. Government:

- i.\*.a writing evidencing a non-exclusive, nontransferable, irrevocable (except for cause), royalty-free paid-up license to practice or have practiced for or on behalf of the U.S. Government any Background IP as defined in Article 9 of the prototype Other Transaction Agreement Number: W15QKN-20-9-1003 , awarded on or about 1-October 2020, necessary to manufacture or have manufactured the AZD1222 vaccine;
ii. necessary FDA regulatory filings or authorizations owned or controlled by AstraZeneca related to AZD1222 and any confirmatory instrument pertaining thereto; and

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iii. any outstanding Deliverables contemplated or materials purchased under this contract.

C. (b) (4) [Redacted]

D. This Article will survive the acquisition or merger of the Contractor by or with a third party.

E. This Article will apply only to the delivery of doses pursuant to this contract and shall not, for clarity, apply to any follow-on production or procurement contract for the acquisition of AZD1222.

\*\*\* END OF NARRATIVE H0002 \*\*\*

Health Resources Priorities and Allocations Systems (HRPAS) Priority Rating

- 1) This contract shall have a HRPAS priority rating of (b) .
2) This is a ( ) rated contract for the purpose of emergency preparedness and the Contractor shall follow all the provisions of the HRPAS regulation (45 CFR Part 101).
3) Each rated order executed by AstraZeneca must include the following:
(a) The priority rating: HRPAS (b) ;
(b) A required delivery date or dates.
(c) The written signature on a manually placed order, or the digital signature or name on an electronically placed order, of an individual authorized to sign rated orders for the person placing the order; and
(d) A statement that reads in substance:
(1) This is a rated order certified for national defense use, and you are required to follow all the provisions of the Health Resources Priorities and Allocations System regulation at 45 CFR part 101.
(2) If the rated order is placed in support of emergency preparedness requirements and expedited action is necessary and appropriate to meet these requirements, the following sentences should be added following the statement set forth in paragraph (d)(1) of this section:
i. This rated order is placed for the purpose of emergency preparedness. It must be accepted or rejected within two (2) days after receipt of the order if:
A. The order is issued in response to a hazard that has occurred; or
B. If the order is issued to prepare for an imminent hazard, as specified in HRPAS Section 101.33(e).

\*\*\* END OF NARRATIVE H0003 \*\*\*

(b) [Redacted]

**CONTINUATION SHEET**

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(b) (4)

[REDACTED]

\*\*\* END OF NARRATIVE H0004 \*\*\*



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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-2	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-3	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
I-4	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-5	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-6	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-7	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-8	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-9	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-10	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	DEC/2019
I-11	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-12	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-13	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-14	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-15	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-16	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-17	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2020
I-18	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-19	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	AUG/2020

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

    (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

    (5) [Reserved].

    (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

    (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section

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743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d) (2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d) (4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Jun 2020) of 52.219-9.

(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a) (14)).

(20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d) (4) (F) (i)).

(21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657 f)

(22) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a) (2)).

(i) Alternate I (MAY 2020) of 52.219-28.

(23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

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- (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- (46) 52.223-21, Foams (June, 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

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\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d) (13)).

\_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I-20 52.216-23 EXECUTION AND COMMENCEMENT OF WORK APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than the effective date indicated in Section A.. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

I-21 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations (b) (4) of the total value listed in Section A prior to definitization.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is (b) (4) listed in Section A prior to definitization.

(End of Clause)

I-22 252.217-7027 CONTRACT DEFINITIZATION DEC/2012

(a) A Sole-Source Firm-Fixed Price Supply Contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm-Fixed Price proposal and data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

(b) (4)

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(b) (4) [REDACTED]

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, (b) (4) [REDACTED]

[REDACTED]

(2) To the extent consistent with paragraph (c) (1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Firm-Fixed Price in no event to exceed \$286,926,000.00.

(End of clause)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	DISCLOSURE OF LOBBYING ACTIVITIES		002	EMAIL
Attachment 0002	INME-PIC-IM FORM 3002	01-MAR-2011	002	EMAIL
Attachment 0003	ASTRAZENECA APPROVED SUBCONTRACTING PLAN	16-DEC-2019	013	EMAIL