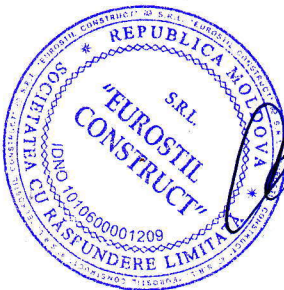


**SUBCONTRACT**

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**PART I – THE SCHEDULE****A. Award Form**

A.1 SUBCONTRACT NUMBER: URSFS28776

A.2 EFFECTIVE DATE: December 23, 2014

A.3 AWARDED BY: URS Federal Services International, Inc.  
1500 West 3<sup>rd</sup> Street  
Cleveland, OH 44113,  
which is activated via its affiliated (daughter)  
legal entity the "Representative Office of URS  
Federal Services International, Inc." in the  
Republic of Moldova

A.4 AWARDED TO: Eurostil Construct SRL  
Str. M-t Gurie Grosu 1 off. 28  
MD-2028, mun. Chisinau  
Republic of Moldova

A.5 SUBCONTRACT TYPE: Firm Fixed Price

A.6 CEILING AMOUNT: \$924,988.52 U.S.

This is the maximum amount over the life of  
the Subcontract, including options, if any. It  
is not a commitment to purchase or to exercise  
options. Delivery or performance shall be  
made only as authorized by orders issued  
hereunder.

A.7 SHORT TITLE: Construction Services

A.8 PERFORMANCE PERIOD: January 15, 2015 – July 31, 2015

A.9 APPLICABLE PRIME CONTRACT: DE-AM52-08NA-28443

A.10 DEFENSE PRIORITY RATING: Not Rated



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**A.11 SIGNATURE:**

THIS SUBCONTRACT is made and entered into this 23rd day of December, 2014 by and between URS Federal Services International, Inc. (sometimes referred to as "URS," "Contractor," or "Party") which is activated via its affiliated (daughter) legal entity the "Representative Office of URS Federal Services International, Inc." in the Republic of Moldova and Eurostil Construct SRL (sometimes referred to as "Subcontractor," or "Party").

WHEREAS, the Randolph Construction Services awarded a subcontract to Contractor to provide the Department of Energy / National Nuclear Security Agency (sometimes referred to as "Customer") with Design, Integration, Construction, Communication and Engineering Installation Services ("Program"); and

WHEREAS, Contractor desires to employ the Subcontractor to perform certain services under that prime contract, as set forth more fully within this subcontract; and

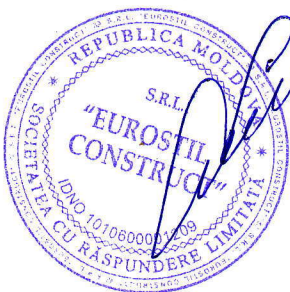
WHEREAS, Subcontractor represents that it has the personnel and resources and desires to perform such services; and

WHEREAS, Contractor and Subcontractor desire to define herein their mutual rights and obligations with respect to the performance of the subcontract, consistent with Federal and State laws; and

WHEREAS, Contractor and Subcontractor intend that the terms and conditions of this Subcontract comprise the entire agreement and may not be supplemented or altered by communications external to this Subcontract;

NOW THEREFORE, the parties hereto agree as follows:

Each party acknowledges having read this entire Subcontract agreement and with the full power and authority to execute this Subcontract, agrees to perform in accordance with the terms and conditions contained herein.



IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this SUBCONTRACT effective as of the date indicated in paragraph A.2 above.

Eurostil Construct SRL

URS Federal Services International, Inc. which is activated via its affiliated (daughter) legal entity the "Representative Office of URS Federal Services International, Inc." in the Republic of Moldova

(Signature)

Name: Veaceslav Lungu

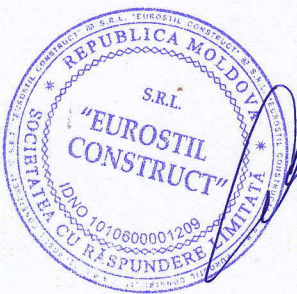
Title: Director



(Signature)

Name: Henry Zieja

Title: Procurement Manager



**B. Supplies or Services and Prices/Costs**

Complete design and construction services for the Moldova Group 2 Second Line of Defense site located at Chisinau International Airport in accordance with the following:

**TOTAL FIRM FIXED PRICE: \$ 924,988.52 U.S.**

**C. Description/Specifications/Work Statement**

Complete design and construction services for the Moldova Group 2 Second Line of Defense site located at Chisinau International Airport in accordance with the following:

1. Moldova Group 2 Airport Construction Scope of Work (SOW) Revision 0.
2. URS Subcontract Form FO9-PR-007 for reference of terms and conditions of agreement
3. Valued Business Partner Letter and Code of Business Conduct and Ethics.
4. Eurostil Chisinau Airport Offer - Price Breakdown.

**D. Packaging and Marking**

N/A

**E. Inspection and Acceptance**

N/A

**F. Deliveries or Performance****F.1 PLACE OF PERFORMANCE**

Chisinau International Airport in the Republic of Moldova

**G. Subcontract Administration Data**

N/A

**H. Special Subcontract Requirements**

N/A

**PART II – SUBCONTRACT CLAUSES****I. Subcontract Clauses**

Attachment A - Federal Acquisition Regulation Flow-Downs.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****J. List of Attachments**

Attachment A - Federal Acquisition Regulation Flow-Downs



Attachment B - Moldova Group 2 Airport Construction Scope of Work (SOW) Revision 0.

**L. Instructions, Conditions, and Notices to Offerors**

N/A

**M. Evaluation Factors for Award**

N/A



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**PART V – CONTRACTOR STANDARD TERMS AND CONDITIONS****N. Standard Terms and Conditions****N.1 DEFINITIONS**

This Subcontract is in support of the Prime Contract identified on the Award Form of this Subcontract, if any. This Subcontract incorporates much of the Prime Contract language, modified as necessary to reflect the contractual Parties. Unless expressly stated otherwise within this Subcontract, the following definitions apply:

“Government,” “Contracting Officer,” “Procuring Contracting Officer,” “Administrative Contracting Officer,” “Agency Head” and similar phrases shall also include “URSFST's Contract Administrator,” “Subcontract Administrator,” or “Buyer.”

“Contractor,” “Seller,” “Bidder” or “Offeror” shall mean “Subcontractor.”

“Contract” shall mean “This subcontract.”

“Subcontractor” includes all lower tier subcontracts and orders issued by the subcontractor (if any)

**N.2 ORDER OF PRECEDENCE**

In the event of an inconsistency in this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Part V – Contractor Standard Terms and Conditions
- (b) Part I – The Schedule (excluding Section C)
- (c) Part II – Subcontract Clauses
- (d) Part I – The Schedule, Section C
- (e) Other provisions of the Subcontract, whether incorporated by reference or otherwise

**N.3 SUBCONTRACTOR DUTIES/OBLIGATIONS**

Subcontractor shall provide the necessary personnel, facilities, equipment, and materials to perform the work described in this Subcontract. Notwithstanding the right of Contractor to review Subcontractor's effort and progress, it is expressly understood that Subcontractor is completely responsible for compliance with the terms, conditions, and clauses of this Subcontract and any reviews or approvals given by Contractor do not relieve Subcontractor of this responsibility. The failure of Contractor to insist on strict performance of any of the terms and conditions in this Subcontract, or to exercise any of its rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions thereafter.

**N.4 INDEPENDENT CONTRACTORS.**

- (a) Subcontractor and Contractor agree that in all matters arising under or relating to this Subcontract, each shall be acting as an independent contractor and the employees of one shall not be deemed to be employees of the other. Accordingly, nothing in this Subcontract shall render



any employee of the Subcontractor an employee, agent or partner of Contractor and no employee of the Subcontractor shall hold themselves out as such. Contractor shall not be liable for any of the acts or omissions of the Subcontractor and/or its employees. Further, as between Contractor and the Subcontractor, the Subcontractor shall be solely responsible for the payment of compensation of its employees and for any worker's compensation, disability benefits, unemployment insurance, withholding or employment-related taxes for its employees.

(b) This Subcontract applies only to the effort described herein and to no other effort undertaken by the Contractor or Subcontractor, either jointly or separately. The Subcontractor shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Subcontract

(c) Subcontractor shall have no right, power, or authority to create any obligation, express or implied, on behalf of Contractor or its customers and shall have no authority to represent Contractor as an agent. This Subcontract is not intended to constitute, create, give effect to or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind, other than a prime/subcontractor arrangement, and the rights and obligations of the Parties shall only be those expressly set forth herein.

(d) Nothing herein shall be construed as providing for the sharing of profits, losses, or liabilities arising out of the efforts of any of the Parties.

#### N.5 ITEMS BY REFERENCE

All specifications, exhibits, drawings, Federal Acquisition Regulations and supplement clauses or provisions, or other documents, which are referenced in this Subcontract but are not attached hereto, are hereby incorporated by reference. Items incorporated by reference have the same force and effect as if they were given in full text.

#### N.6 ENTIRE AGREEMENT

This Subcontract constitutes the entire agreement between Contractor and Subcontractor. All pre-award communication, whether written or verbal, between the parties with reference to the subject matter of this Subcontract is hereby canceled and superseded.

#### N.7 WRITTEN MODIFICATIONS

No modification of this Subcontract shall be binding upon Contractor or Subcontractor, unless in writing and signed by both Parties or, in the case of unilateral modifications, by the Contractor only. Examples of unilateral modifications include modifications invoking the Changes clause, providing incremental funding, making administrative changes, or exercising options.

#### N.8 SEVERABILITY

If any term or provision of this Subcontract shall be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, such determination shall not invalidate the





whole of this Subcontract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### N.9 TITLES AND CAPTIONS

Titles and captions used in this Subcontract are for convenience of reference only and shall not be construed as limiting or extending the language of the provisions to which such captions may refer.

#### N.10 GOVERNING LAW

This Subcontract shall be governed by, enforced and interpreted according to the Federal common law, statutes, and regulations applicable to interpreting Federal Government Contracts ("Federal Government Contract Law"). To the extent that Federal Government Contract Law does not resolve a particular issue, the laws of the State of Maryland shall apply.

#### N.11 DISPUTES

(a) Contractor and Subcontractor agree that time is of the essence with respect to this Subcontract; consequently, the Parties hereto agree to exercise their best efforts to settle or resolve all disagreements, questions, claims, controversies or disputes arising hereunder promptly and at the lowest level possible. If the Parties hereto should reach an impasse on an issue that is not resolved within 15 calendar days thereafter, the issue shall be referred immediately to the senior representatives of the Contractor and Subcontractor for decision.

(b) In the event the senior representatives are unable to reach a decision within 15 days after referral of any disagreement, question, claim, controversy or dispute referred to them, the matter shall be referred to final and binding international arbitration. Such arbitration shall be held in Moldova or a mutually agreed location.

- (1) The decision of the arbitrator shall be final and binding upon both Parties as to law and fact and may be filed for execution with any court of competent jurisdiction.
- (2) The Parties shall share equally in the cost of the arbitrator; however, each Party shall be responsible for its own filing fees and expenses, including but not limited to attorney costs, witness costs, and travel expenses.
- (3) The arbitrator shall not have the authority to award any incidental, consequential, special (including multiple or punitive), or other indirect damages to the other Party whether such claim arises under contract, tort (including strict liability), or other theory of law, and each party irrevocably waives any right to recover such damages.
- (4) With respect to any dispute where the requested relief is injunctive or declaratory in nature, either Party reserves the right to initiate action in State or Federal Court in



Maryland if such Party determines, in its own discretion, that an arbitral forum does not have the requisite authority to issue the requested injunctive or declaratory relief.

(c) Pending settlement or final decision of any such dispute, Subcontractor shall proceed diligently with the performance of this Subcontract in accordance with the direction of Contractor.

(d) If the Subcontract is a first tier subcontract issued under a Government prime contract, Contractor may consider requests from the Subcontractor to appeal in Contractor's name any final determination of the Government Contracting Officer which affects the Subcontractor only; provided, however, that the Subcontractor shall itself prosecute such appeal and pay any and all costs to Contractor (including reasonable attorney's fees) in connection with or resulting from such appeal. Contractor, in its sole and absolute discretion, shall determine whether or not to grant such Subcontractor requests. The decision rendered in any such appeal shall be final and binding on the Subcontractor. In the event the Subcontractor elects to appeal under this provision, the decision of the court or board is binding on the Subcontractor and the remedies are exclusive.

(e) Any prime contract Disputes clause (e.g., FAR 52.233-1) that may be flowed down to this Subcontract is for informational purposes only as this clause (N.11) applies. This clause (Clause N.11) will govern disputes between Contractor and Subcontractor, not the prime contract Disputes clause.

#### N.12 NOTICE OF LITIGATION, CLAIMS, AND LISTINGS

(a) Subcontractor shall give Contractor immediate notice in writing regarding the following:

- (1) Any action, including any proceedings before a Federal, State or local governmental or civilian agency, filed against Subcontractor arising out of or relating to the performance of this Subcontract; or
- (2) Any claim by a third party against Subcontractor, the cost and expense of which is or may be payable under this Subcontract

(b) In the event of the occurrence of either of the above, Subcontractor shall immediately furnish to Contractor copies of all pertinent papers and documents received by Subcontractor with respect to such action or claim.

(c) In those cases in which the Subcontractor's liability may result in liability to the Contractor, the Contractor shall have the right to participate in the litigation or claim as authorized by the cognizant forum and as necessary to protect its interests.

#### N.13 ASSIGNMENT

This Subcontract may not be assigned or otherwise transferred by Subcontractor, in whole or in part, without the express prior written consent of Contractor.



**N.14 SUBCONTRACTS, NEXT TIER**

The Subcontractor shall not further subcontract or delegate its obligations under this subcontract without the prior written consent of Contractor. If such consent is granted, Subcontractor shall be solely responsible for ensuring its next tier subcontractors' full compliance with all terms and conditions of this Subcontract.

**N.15 FACILITY RULES**

The employees of Contractor and Subcontractor shall obey all pertinent rules and regulations of the other Party while on the premises of the other Party, including those relating to the safeguarding of classified information.

**N.16 INSURANCE**

(a) The Subcontractor shall carry insurance of the types and in the minimum amounts set forth as follows:

General Liability (Includes Business Auto and Professional Liability) - \$1,000,000

Defense Base Act Insurance (Includes Worker's Compensation) – Furnished by URS Federal Services International, Inc.

(b) If any work hereunder is to be performed at Contractor or Contractor customer facilities, or if Contractor so requests, the Subcontractor shall provide Contractor with insurance certificates evidencing the required insurance coverage prior to commencing work. The Subcontractor shall endeavor to provide written notice prior to any change or cancellation of the policies.

**N.17 INDEMNITY AND LIMITATION OF LIABILITY**

(a) To the fullest extent permitted by law, the Subcontractor hereby agrees to indemnify, defend, and hold harmless Prime Contractor and its clients and each of their agents, employees, and officers from any and all claims, demands, judgments, actions, liabilities, and costs and expenses of any kind for all injuries, disease, or death to any person (including Subcontractor's employees, not withstanding Workers' Compensation laws) or damage to real or personal property (including Government and/or Prime Contractor furnished property) arising out of or in connection with the performance of Subcontractor's work under this Subcontract or any actual or alleged error, omission, negligent act, statutory violation, or breach of obligation of Subcontractor, its employees, lower tier subcontractors, suppliers or agents, or release or discharge of pollutants or contaminants for which Subcontractor is strictly liable under applicable law.

(b) To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Prime Contractor and its client and their agents, employees and officers against all claims, demands, losses, damages, liabilities, costs, expenses, including attorneys' fees, relating to or arising under any patent, copyright, trademark, or trade secret infringement by Subcontractor or its lower tier subcontractors or suppliers, or any lien or other claim by Subcontractor or its lower tier subcontractors or suppliers inconsistent with this Subcontract.



(c) Notwithstanding any other provision of this Subcontract, neither Party shall be liable to the other pursuant to this Subcontract for any incidental, indirect, consequential, or special loss or damage (including multiple or punitive), or for the loss of profit, revenue, or data, even if advised of such potential loss or damage, whether such claim arises under contract, tort (including strict liability), or other theory of law.

**N.18 INFRINGEMENT INDEMNITY**

(a) In lieu of any warranty by Contractor or the Subcontractor against infringement, statutory or otherwise, the Subcontractor hereby agrees to indemnify, defend, and hold harmless, at its expense, from and against any and all claims, demands, or actions against Contractor or its customers alleging that any item or material furnished pursuant to this Subcontract, or the normal use or sale thereof, constitutes a misappropriation of or infringement upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party in the United States. Subcontractor further agrees it shall pay all litigation costs (including the costs of any appellate bonds), all reasonable attorneys' fees, settlement payments and any and all damages awarded or resulting from such claims, demands, or actions. The indemnities contained in this paragraph shall be contingent upon the Subcontractor's being notified in writing of any such claim, demand, or action for which indemnification is sought. Contractor and, to the extent necessary, its customers shall fully cooperate in the defense or settlement of any such claim, demand, or action, at Subcontractor's expense; and Subcontractor is given sole authority and control over the defense or settlement of such claim, demand or action provided Subcontractor obtains the prior written consent of Contractor to any settlement or settlement proposal, which consent shall not be unreasonably withheld. If the use or sale of said item is enjoined as a result of such claim, demand, or action, Subcontractor shall, at no expense to Contractor, obtain or procure for Contractor and its customers the right to use and sell said item in accordance with the terms of this Subcontract or shall substitute an equivalent acceptable to Contractor and extend this patent indemnity thereto.

(b) Notwithstanding the foregoing paragraph, when this Subcontract is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents, Subcontractor's liability for infringement of such patents in such performance shall be limited to the extent of the obligation Contractor has to indemnify the U.S. Government.

**N.19 RIGHTS AND LICENSES FOR INVENTIONS**

(a) For purposes of this Subcontract, "Intellectual Property" shall mean any legally enforceable rights, worldwide, under statute or common law with respect to inventive subject matter or discoveries (hereinafter, "Inventions") or original works of authorship and including but not limited to patents, copyrights, trademarks, trade secrets or other proprietary rights owned or possessed by either Party.

(b) Inventions made, conceived or created by one or more employees of one of the Parties hereto (whether or not made in conjunction with one or more third parties, provided such invention is not based, in whole or in material part on the Intellectual Property of the other Party) shall be and

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*[Handwritten signature in blue ink]*

shall remain the sole property of the originating Party. Inventions made, conceived or created by one or more employees of one Party hereto together with one or more employees of the other party hereto (and any third parties brought into the creation process by agreement of both Parties) shall be jointly owned by the Parties (and, to the extent agreed, by third parties), with each Party owning an undivided one-half interest in all such jointly-owned Inventions, or such interest as a multi-party agreement may show. In this regard, it is recognized and agreed that the Parties may be required to and shall grant license or other rights to the Government to inventions, data, and information under such standard clauses which may be flowed down in this Subcontract; provided, however, such license or other rights shall not exceed those required by the Prime Contract.

#### N.20 HEALTH, SAFETY AND ENVIRONMENT (HSE)

- (a) For the purposes of this clause, the HSE program encompasses safety of employees, protection of environment, and the protection of property.
- (b) In performing work under this Subcontract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection of the public, employees, property and the environment. HSE programs shall be operated as an integral and visible part of how the organization conducts its business, including the management of both routine and emergency operations. The Subcontractor shall exercise due care commensurate with the associated hazards of the work. The Subcontractor shall ensure that management of HSE functions and activities becomes an integral and visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:
- (1) All personnel shall take every reasonable measure to ensure safe operations and conditions in accomplishing its work, including the protection of the public, property, and the environment.
  - (2) Employees possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities safely.
  - (3) Resources are effectively allocated to perform work safely.
  - (4) Tiered subcontractor safety is properly managed.
  - (5) Hazard Assessments are performed routinely with each critical task, that address engineered, administrative, and personal protective equipment to mitigate risks.
- (d) The Subcontractor shall, when required, submit its HSE Plan to URSFSI for review and comment before work commences. The Subcontractor shall review and update its HSE program on an annual basis and submit documentation to validate that review.
- (e) The Subcontractor shall comply with, HSE requirements of all applicable laws and regulations, and applicable Government Policies. The Subcontractor shall cooperate with URSFSI, Federal and non-Federal agencies having jurisdiction over HSE matters under this Subcontract.
- (f) URSFSI may issue an order stopping work in whole or in part for reasons of human safety or environmental protection without prejudice to any other legal or contractual rights of URSFSI. In



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the event that URSFSI issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of URSFSI. The Subcontractor shall not be entitled to additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with the warranted exercise of this paragraph of the clause.

(g) The Subcontractor shall flow down the HSE requirements applicable to this Subcontract to its lower tier subcontractors (at any tier) to the extent necessary to ensure the Subcontractor's compliance with the requirements. The Subcontractor shall include a clause substantially the same as this clause for tiered subcontractors.

(h) More restrictive HSE requirements cited elsewhere in the prime contract or subcontract are not waived by this clause.

#### N.21 ELECTRONIC DATA SUBMISSION

Under this Subcontract, it is  mandatory  preferred that the Subcontractor submit all delivered items (e.g., progress reports, manuals, drawings, minutes, trip reports) in electronic format. Whenever practical, the format shall be Microsoft Office compatible. The Subcontractor shall take steps to ensure file size is reasonable given the nature of the deliverable and the transmission method and that the file is free of viruses, worms, and similar problems. The Subcontractor shall use a consistent subject line in electronic transmission of deliverables acceptable to the Contractor to aid in archiving and retrieval.

#### N.22 COMMUNICATIONS

(a) All communication relating to this Subcontract shall be directed only to the specific persons in paragraphs (c) and (d) below. A Party may change these appointments during the period of this Subcontract by providing written notice to the other Party of such change. Communications that are not properly directed to the persons designated to represent Contractor and Subcontractor shall not be binding upon Contractor or Subcontractor.

(b) Contractor assigns the individual in paragraph (c) below as the Project Manager for this Subcontract. The Contractor Project Manager has the authority to provide technical direction to the Subcontractor and to determine the acceptability of Subcontractor's progress and technical performance within the terms of the Subcontract, but does not have the authority to change the Subcontract. Contractor assigns the individual in paragraph (d) below as the Subcontract Administrator for this Subcontract. The Contractor's Subcontract Administrator is the only person authorized by Contractor to direct changes to the Subcontract. The Subcontractor shall direct all contractual correspondence such as matters relating to price, terms and conditions, quantities, and schedule to Contractor's Subcontract Administrator.

(c) All technical notices shall be addressed to:



Representative Office of URS Federal Services International, Inc." in the Republic of Moldova  
Sky Tower Building  
Office 8E, 8<sup>th</sup> Floor  
V. Parcalab 63 Street  
Chisinau, Moldova  
Russell Harris  
Office +373 22 994 954  
Mobile +373 60 048 880  
Email: russ.harris@urs.com

(d) All contractual/ administrative notices shall be addressed to:

URS Federal Services International, Inc.  
1625 Summit Lake Drive – Suite 200  
Tallahassee, FL 32317  
Henry Zieja  
Office: 850-402-6389  
Mobile: 216-212-4137  
Email: henry.zieja@urs.com

#### N.23 INTERFACE WITH CUSTOMER

- (a) The Contractor shall be the primary contact with the Prime Contract customer concerning the subject matter of the Prime Contract and this Subcontract. The Subcontractor shall not have communications with the Prime Contract customer regarding the Prime Contract or Subcontract without advance approval of Contractor, which shall not be unreasonably withheld.
- (b) Communications invited by the prime contract customer shall not be deemed a breach of this clause provided the Subcontractor notifies Contractor of the substance of the contact in a timely manner.

#### N.24 RECRUITMENT OF EMPLOYEES

- (a) Throughout the period of performance of this Subcontract, including extensions or modifications thereto, the parties agree that neither shall solicit for employment any employee(s) of the other assigned to work on the Prime Contract or Subcontract, without the prior written agreement of the party whose employee is being considered for employment.
- (b) This clause is not intended to preclude an employee's right to pursue, on their own initiative, employment opportunities with the Contractor or Subcontractor that are available to the general public, such as opportunities advertised in newspapers and trade publications.

#### N.25 PUBLIC RELEASES

The Subcontractor shall not disclose information concerning work under this Subcontract to any third party without obtaining prior written approval of the Contractor, unless such disclosure is



necessary for the performance of the Subcontract effort. If such information is required to be disclosed by law, Subcontractor will notify Contractor immediately upon receipt of such order and will reasonably cooperate with Contractor in the event that Contractor seeks any legal protective order with respect to such information.

## N.26 PROPRIETARY INFORMATION

(a) For purposes of this Subcontract, the term "Proprietary Information" shall be defined as, but not limited to, performance, sales, financial, operational, contractual and special marketing information, technical data, drawings, written reports, documents copyrights, trademarks, trade secrets, and other written data supplied under this Subcontract, which bear an appropriate stamp or legend identifying them as proprietary. Where the Proprietary Information has not been or cannot be reduced to written form at the time of disclosure, and such disclosure is made orally by a party and with prior assertion of proprietary rights therein, such orally disclosed information shall not be protected under this clause unless a complete written summary of all proprietary aspects of any such oral disclosures shall have been delivered to the other party within 15 calendar days of such oral disclosure.

(b) During the term of this Subcontract, Contractor and Subcontractor, to the extent of their respective right to do so, may exchange Proprietary Information, and each agrees that it will not use any Proprietary Information received from the other except in connection with this Subcontract. Such Proprietary Information may be disclosed only to those persons within the receiving party's organization who have a need-to-know. Notwithstanding that this Subcontract shall have terminated or expired for a period of five years after this termination, each party shall use its best efforts to prevent the disclosure of the other's Proprietary Information to any person or persons outside its organization; provided, however, that neither party shall be liable for disclosure of any such Proprietary Information received from the other party if the same

- (1) was in the public domain at the time it was disclosed; or
- (2) was known to the receiving party at the time of receipt; or
- (3) is disclosed inadvertently despite the exercise of the same degree of care as the receiving party takes to preserve and safeguard its own proprietary information; or
- (4) is disclosed with the written approval of the other party; or
- (5) is disclosed under this Subcontract to the Contracting Agency or an authorized representative thereof under the limitations permitted by applicable regulations; or
- (6) was independently developed by the receiving party; or
- (7) becomes known to the receiving party from a source other than the other party without breach of this Subcontract by the receiving party; or
- (8) is disclosed in response to a subpoena or other valid legal process, provided the disclosing party is provided an opportunity to oppose such disclosure.

(c) The standard of care for protecting Proprietary Information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own proprietary information.



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(d) Neither the execution of this Subcontract nor the furnishing of any information hereunder shall be construed as granting, expressly or by implication, estoppels or otherwise, any license under any invention, patent or trade secret now or hereafter owned or controlled by the party furnishing the information.

(e) Notwithstanding the expiration of the other portions of this Agreement, the obligations of this Clause 7 shall continue for a period of 5 years from the date of termination of this Agreement.

(f) If the Company so requests, the Recipient will promptly return to the Company all copies of the Confidential Information in its possession, or in the possession of its Representatives, and the Recipient will destroy all copies of any analyses, compilations, studies or other documents prepared by it, or its Representatives, or for its or its Representative's use, containing or reflecting any Confidential Information.

#### N.27 NOTICE OF DELAYS

If Subcontractor encounters difficulty in meeting performance requirements, anticipates difficulty in complying with delivery schedules, or has knowledge that any circumstance is delaying or threatens to delay the timely performance of this Subcontract, Subcontractor shall immediately notify Contractor in writing, giving pertinent details. This notification shall be informational only, and compliance with this provision shall not be construed as a waiver by Contractor of any delivery schedule or date or of any rights or remedies provided by law or under this Subcontract.

#### N.28 CHANGES

(a) The Subcontractor's attention is directed to any Changes clause(s) (e.g., FAR 52.243-1/2/3/4) that may be flowed down to this Subcontract. The 30-day period referenced in any such clause is hereby changed to 20 days so that Contractor may meet its Prime Contract obligation. The Disputes clause referenced shall be the Disputes clause in this Section N.

(b) Only the Contractor Subcontract Administrator has authority to change this Subcontract. The Subcontractor shall promptly notify the Contractor Subcontract Administrator in writing of any changes being attempted by other individuals, whether employed by Contractor, Contractor's customer, or other entities.

#### N.29 TERMINATION

The Subcontractor's attention is directed to any Termination clause(s) (e.g., FAR 52.249-XX series of clauses) that may be flowed down to this Subcontract. The 120-day period referenced in such clauses is hereby changed to 100 days so that Contractor may meet its Prime Contract obligation. The Disputes clause referenced, if any, shall be the Disputes clause in this Section N.



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**N.30 ORGANIZATIONAL CONFLICTS OF INTEREST**

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice to Contractor or Contractor's customer, or the person's objectivity in performing work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) By signing this Subcontract, the Subcontractor warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest(s) as defined in paragraph (a) or any conflict of interest flow-down clause found elsewhere in this Subcontract.
- (c) Subcontractor shall promptly notify Contractor in writing if an organizational conflict of interest subsequently emerges or is likely to emerge. Subcontractor agrees to comply with reasonable instructions from Contractor to mitigate or eliminate the conflict or threat of conflict.

**N.31 EXPORT CONTROLS AND FOREIGN CORRUPT PRACTICES ACT (FCPA)**

- (a) Subcontractor shall comply with all applicable U.S. International Traffic in Arms Regulations and the U.S. Export Administration Regulations, and will notify Contractor in writing if any activity or deliverable under this Subcontract is governed by such laws or regulations. Without limiting the foregoing, Subcontractor shall not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier suppliers, without the authority of an Export License or applicable license exception. Additionally, travel to foreign countries under this Subcontract must be approved in advance following Contractor procedures to ensure compliance with all applicable U.S. International Traffic in Arms Regulations and the U.S. Export Administration Regulations.
- (b) Subcontractor shall immediately notify Contractor if any U.S. Government entity denies, suspends or revokes, in whole or in part, the export privileges of the Subcontractor or its lower-tiered suppliers.
- (c) Subcontractor shall indemnify and hold the Contractor harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from the Subcontractor's noncompliance with this clause or the International Traffic in Arms Regulations and the Export Administration Regulations.
- (d) Parties shall abide by the FCPA which forbids certain payments and other practices in connection with the overseas business activities of U.S. companies. The FCPA carries criminal and monetary penalties and must be taken seriously.



## N.32 INVOICES

(a) Each invoice must have a unique invoice number that does not duplicate any other invoice number that Contractor may receive from the Subcontractor. Contractor will only make payment(s) based on an original invoice. Each invoice shall indicate whether invoice is initial, interim, or final invoice for the Subcontract or Subcontract Order, as appropriate. The prime reserves the right to request further invoice documentation as required to support government requests or audit requirements.

(b) The Contractor's Order Number must appear on the invoice. The Order Number appears on the cover/award page of the Subcontract or Subcontract Order, as appropriate.

(c) Subcontractor shall submit invoices as follows:

Representative Office of URS Federal Services International, Inc." in the Republic of Moldova  
Sky Tower Building  
8<sup>th</sup> Floor, Office 8E  
63 V. Parcalab Street  
MD-2012  
Chisinau, Moldova  
Russell Harris  
Office +373 60 048 880  
Email: russ.harris@urs.com

Services to be invoiced as follows:

Pre-mobilization - \$231,247.13 when issued formal Notice to Proceed by URSFSI.

Mobilization - \$184,997.70 when issued formal Authorization to Mobilize by URSFSI.

Construction:

1. \$184,997.70 (45) days after mobilization and satisfactory progress is verified and approved by URSFSI.
2. \$184,997.70 (90) days after mobilization and satisfactory progress is verified and approved by URSFSI.

Final - \$138,748.29 plus retention from prior payments after U.S. Government acceptance and receipt of all deliverable documents.

(d) The Subcontractor shall resolve any billing discrepancies on the invoice subsequent to discovery of the error. Adjustments shall appear in a separate clearly labeled row on the adjusting invoice.

(e) The Subcontractor shall not allow a lapse of more than 90 calendar days between incurrence of a cost and receipt of an invoice by Contractor for that cost ("over-aged cost"). For this clause, a cost is "incurred" on the date that it is entered, or should have been entered, in the Subcontractor's accounting records. Breach of this requirement permits the Contractor at its sole discretion to disallow over-aged direct or indirect costs.



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(f) In general, Subcontractors shall invoice in the same detail as contained in the bid schedule of the respective Subcontract/Order. For example, if a Subcontract/Order requires delivery of hours by certain labor categories, Subcontractor must invoice by those same categories. This will be true on all time-and-material subcontracts/orders. Subcontractor may leave detailed costs blank where necessary to protect proprietary cost data. Fully loaded costs by labor category shall not be considered detailed costs.

(g) An attachment listed in Section J provides the preferred invoice format. This format may not be compatible with Subcontractor's existing billing system, in which case Contractor will accommodate variations that provide essentially the same information.

### N.33 PAYMENT / RETENTION

Contractor shall mail/transmit payment within 30 days of receipt of a proper invoice. Contractor reserves the right to withhold payments, for example, pending receipt of progress reports, deliverables, or in situations involving HSE compliance to account for priority materials, to adequately support customer line items, or other similar compliance issues. A 10% retention of each invoice will be held until successful completion and acceptance of Subcontractor's work by Contractor.

### N.34 AUDIT

The Subcontractor's attention is directed to any Audit clause(s) (e.g., FAR 52.215-2) that may be flowed down to this Subcontract. Such clauses require the Subcontractor to maintain, and allow the Government to examine, records that support costs incurred directly or indirectly in performance of this Subcontract.

### N.35 SETOFF

Whenever under this Subcontract any sum of money is recoverable from or payable by the Subcontractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Subcontractor, under this Subcontract or any other contractual agreement between the Subcontractor and Contractor or its affiliate companies.

### N.36 DEOBLIGATION REQUESTS

This clause applies only to cost reimbursement and time-and-materials subcontracts/orders. The Contractor's customer may request data from the Contractor (such as cost-to-date, outstanding commitments, estimate-to-complete, and estimate-at-completion) with the objective of deobligating anticipated surplus funding so that it can be used elsewhere. Such requests typically require short turnaround times and occur towards the end of the Government fiscal year, towards the end of a particular prime contract/order period of performance, or in response to higher headquarters' budget drills. In such cases, Contractor may request similar data from the Subcontractor. Subcontractor agrees to cooperate fully and promptly with such data requests and to promptly execute resultant Subcontract deobligation modifications as appropriate.



**N.37 SUBCONTRACT CLOSEOUT**

(a) Subcontractor shall promptly comply with Contractor requests to close out this Subcontract or Orders hereunder. Examples of closeout actions include but are not limited to the following:

- (1) Furnishing evidence that Subcontractor tasks/items have been satisfactorily performed/delivered
- (2) Accounting for Government/Contractor Furnished items
- (3) Accounting for Classified Information
- (4) Submitting final SF 294, Subcontracting Report for Individual Contracts, if applicable
- (5) Furnishing evidence that the appropriate indirect rates have been applied to cost-reimbursement and time-and-materials final invoices
- (6) Providing a Release of Claims and Assignment of Refunds, Rebates, and Credits for cost-reimbursement and time-and-materials subcontracts/orders
- (7) Deobligating excess funds by bilateral modification as appropriate
- (8) Submitting required patent reports, if any

(b) If requested by the Contractor, Subcontractor shall promptly negotiate in good faith to close out subcontracts/orders in advance of final audited rates ("quick close out") under cost-reimbursement and time-and-material subcontracts/orders.

(c) The Parties hereby agree to waive final invoice amounts due or payable in amounts of \$100 or less on this Subcontract or Orders hereunder.

**N.38 COST ACCOUNTING STANDARDS**

Cost Accounting Standards are  are not  applicable to this Subcontract. If not, the following exception to CAS applies: Commercial Item

**N.39 VALUED BUSINESS PARTNER**

URSFSI's Valued Business Partner letter, our Code of Business Conduct and Ethics and the Code of Business Conduct and Ethics Summary Brochure are provided as attachments and are incorporated into this Agreement. Upon signing this Agreement, Subcontractor certifies, in accordance with FAR Clause 52.203-13 (Nov 2007), that it:

- (a) Has a written code of business conduct and ethics that substantially conforms to the Contractor's Code of Business conduct and Ethics.
- (b) Will provide a copy of its Code, or the Contractor's Code of Business Conduct and Ethics (as applicable), to all Subcontractor employees working on the Agreement;
- (c) Will promote compliance with the Code; and
- (d) Will establish an ongoing ethics and conduct awareness program and an internal control system which facilitates timely discovery of improper conduct in connection with U.S. Government contracts and ensures prompt corrective action, as required.



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(d) Subcontractor shall be required to act in a manner consistent with the URS Code of Business Conduct. Subcontractor shall act in an ethical manner and shall not violate Federal procurement laws and regulations relating to this Proposal and Program, including but not limited to, Procurement Integrity rules, gratuity rules, and other requirements of Federal Acquisition Regulation Part 3. Subcontractor shall neither obtain nor provide to URS proprietary information of competitors or other improper information that could result in rejection of the proposal by the Government. Subcontractor's noncompliance with this Section may result in termination of this Agreement at the sole discretion of URS.

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