

STANDARD PROVISIONS FOR USG-FUNDED AGREEMENTS

1. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U. S. Government department or agency.
2. USG Funding Agency Nonliability. The USG Funding Agency does not assume liability for any third party claims for damages arising out of this Agreement.
3. Travel. The Consultant agrees to use U.S. flag carriers to the extent possible for all air travel and transportation arrangements funded by the U. S. Government under this Agreement. The Consultant must abide by the requirements set forth in the Fly America Act of 1974 which is incorporated by reference.
4. Rights to Invention. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. Equal Employment Opportunity. If the Agreement is to be performed in the U. S. or to be performed with employees recruited in the U. S., the Consultant agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
6. Nondiscrimination. To the extent such laws apply to the Consultant, the Consultant agrees to abide by U.S. laws in regards to nondiscrimination of U.S. citizens or legal residents working under the Agreement.
7. Worker's Compensation. For Agreements which require performance outside the United States, the Consultant agrees to provide Worker's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. It is the responsibility of the Consultant to obtain such waivers. The Consultant shall notify RFA of all requests for waivers.