

**Additional Terms and Conditions Applicable to Agreements Funded in whole or in part  
by the U.S. Government**

For transactions involving funds provided through a United States Government (“U.S. Government”) contract, the clauses set forth below are hereby incorporated into the agreement for services/products with PPD (“Agreement”) with the same force and effect as if they were included in full text.

**1. General.** While PPD has made every effort to include every potentially applicable U.S. Government contract clause in these additional terms and conditions, any U.S. Government contract clauses, the inclusion of which in the Agreement is mandatory under a statute or regulation, shall be considered to be included by operation of law, even if the clause has been omitted from the Agreement. Notwithstanding the foregoing, such terms are self-deleting where not applicable to the Services provided.

Vendor shall indemnify and hold PPD harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract, or common law, and shall reimburse PPD for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Vendor or Vendor’s suppliers’ failure to comply with the applicable U.S. Government contract clauses.

Vendor shall incorporate the applicable U.S. Government contract clauses in each lower-tier subcontract placed in support of this Agreement. Upon request, Vendor shall provide relevant documentation to support Vendor’s assertion that its Goods or Services satisfy the definition of “commercial products” and/or “commercial services” under FAR 2.101.

**2. Financial Conflicts of Interest.** Vendor agrees to comply with the applicable requirements of 45 CFR Part 94. Vendor certifies that it maintains a policy that requires compliance with these requirements. Vendor shall report all identified financial conflicts of interests to PPD within five (5) business days of discovering the conflict and submit with this report a mitigation plan for PPD’s review and approval.

**3. U.S. Government Right to Inspect.** Vendor recognizes that the U.S. Government has the right to inspect and test all work conducted under this Agreement and all facilities used to perform such work, to the extent practicable at all places and times, including the period of performance of such work and in any event before its termination.

**4. Subcontract Reporting.** Vendor acknowledges that U.S. federal law requires PPD to report information on subcontract awards and requires all reported information be made public. To satisfy such reporting requirements, upon PPD’s request, Vendor shall provide PPD with the subcontract number, Vendor unique entity identifier, the number of direct labor hours expended on the services performed during the previous Government fiscal year, and other information required to satisfy PPD’s reporting obligations under Federal law.

**5. Certificate of Confidentiality.** Vendor shall protect the privacy of individuals who are the subject of a U.S. Government-funded research in accordance with Section 301(d) of the Public Health Service Act, the NIH Policy for Issuing Certificates of Confidentiality NOT-OD-17-109 (available at <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-17-109.html>), and any other applicable regulations or guidance.

**6. Representations.** Vendor represents and warrants that he/she/it or any of Vendor’s principals:

- a) are not presently debarred, suspended, proposed for debarment/suspension, or declared ineligible for the award of contracts by any Federal agency;
- b) have not within the last three years from the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it/him/her and/or any of Vendor’s principals, for any of the following:

- i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or agreement;
  - ii. a violation of U.S. federal or state antitrust statutes relating to the submission or offers; or
  - iii. the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- c) are not presently indicted for, or otherwise criminally or civilly charged by a U.S. Government entity with, commission of any of the preceding offenses, and
- d) have not, within a three-year period from the effective date of this Agreement, been notified of any delinquent Federal taxes in an amount for which the liability remains unsatisfied.

Vendor represents and warrants that he/she/it or any of Vendor's principals will not give, offer, solicit, accept or induce any money, fees, commissions, credit, gifts, gratuities, things of value, or compensation of any kind to U.S. Government, PPD, or any other subcontractor related to this Agreement, or any employees, agents or subcontractors of U.S. Government or PPD for purposes of getting favorable treatment under this Agreement.

Vendor represents and warrants that he/she/it or any of Vendor's principals will not use any funds received under this Agreement to influence or attempt to influence an officer or employee of any governmental agency, or a member, officer, or employee of the U.S. Congress, or an employee of a member of the U.S. Congress to award, extend, renew, amend, modify or enter into any U.S. Government contract, grant or loan.

Where Vendor is providing clinical services support as part of a clinical trial, Vendor represents and warrants that he/she/it has, within the past three years, provided training in Good Clinical Practices to the clinical trial staff, consistent with the principles of the International Conference on Harmonisation (ICH) E6 (R2). Vendor will provide completion of training documentation to PPD upon request. Vendors providing clinical services in support of a clinical trial shall further comply with all applicable U.S. Government regulation, guidance and policies relating to research patient care costs.

If, during the term of this Agreement, Vendor or any of Vendor's principals is in breach of any of the above representations or warranties, Vendor shall immediately notify PPD in writing of such event, and PPD shall have the right to terminate this Agreement upon notice to Vendor.

**7. Loss and/or Disclosure of Personally Identifiable Information (PII) - Notification of Data Breach.** Vendor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the PPD Project Lead/Management within one (1) hour of discovering the incident. Vendor agrees to cooperate with PPD to provide all information related to the incident that is requested and as necessary to limit, stop, mitigate, or respond to the data breach.

**8. Federal Acquisition Regulation ("FAR"), Health and Human Services Acquisition Regulation ("HHSAR") and Department of Defense ("DoD") FAR Supplement ("DFARS") Clauses.** The FAR, HHSAR, and DFARS clauses set forth below are hereby incorporated by reference in this Agreement with the same force and effect as if they were included in full text. The version of each clause shall be the version in effect as of the date of this Agreement.

As used in these clauses: (1) "commercial product" and "commercial service" shall have the same meanings as defined in FAR 2.101; (2) "Contract" means this Agreement; (3) "Contracting Officer" shall mean the PPD contract representative ; (4) "Contractor" in these clauses shall be deemed to refer to Vendor; (5) "subcontract" means any contract placed by Vendor or lower-tier subcontractors under this Agreement; and (6) "Simplified Acquisition Threshold" or "SAT" shall have the meaning set forth in version of FAR 2.101; where such meaning is consistent with a reasonable interpretation of the provision which properly expresses

the relationship between PPD and Vendor. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, and (2) when title to property is to be transferred directly to the U.S Government.

Vendor shall incorporate all applicable FAR, DFARS, and/or HHSAR clauses into its lower tier contracts in accordance any flow down requirements specified in such clauses. If there is a conflict with or addition to a clause in effect on the Agreement date and a clause of PPD’s U.S. Government Contract, the U.S. Government Contract clause shall govern.

The full text of such clauses incorporated by reference shall be made available to Vendor at its request and can be accessed at <https://www.acquisition.gov/>.

### 8.a. Clauses Applicable to All Agreements

| Clause No. | Title   | Notes  |
|------------|---|--|
| 52.202-01  | Definitions   |  |
| 52.203-13  | Contractor Code of Business Ethics and Conduct  | Agreements over \$6M and with a performance period >120 days   |
| 52.203-15  | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009  | Agreements funded under the Recovery Act   |
| 52.203-19  | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  |  |
| 52.204-21  | Basic Safeguarding of Covered Contractor Information Systems  | Does not apply to Agreements for commercially available off-the-shelf items  |
| 52.204-23  | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities |  |
| 52.204-25  | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment                            | Paragraph (b)(2) does not apply  |
| 52.209-6   | Protecting the Government’s Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment          | Agreements over \$35,000   |
| 52.219-8   | Utilization of Small Business Concerns  | If the Agreement offers subcontracting opportunities; applies only to U.S. entities  |
| 52.222-21  | Prohibition of Segregated Facilities  | Where 52.222-26, Equal Opportunity applies   |
| 52.222-26  | Equal Opportunity   | Agreements over \$10,000; applicable to work performed within the U.S.   |
| 52.222-35  | Equal Opportunity for Veterans  | Agreements over \$150,000; applicable to foreign agreements where work will be performed by employees who were recruited within the U.S. |
| 52.222-36  | Equal Opportunity for Workers with Disabilities   | Agreements over \$15,000; applicable to foreign agreements where work will be performed by employees who were recruited within the U.S.  |

| Clause No.             | Title   | Notes   |
|------------------------|---|---|
| 52.222-37              | Employment Reports on Veterans  | Agreements over \$150,000; applicable to foreign agreements where work will be performed by employees who were recruited within the U.S.  |
| 52.222-40              | Notification of Employee Rights Under the National Labor Relations Act  | Agreements over \$10,000 that will be performed within the U.S.   |
| 52.222-41              | Service Contract Labor Standards  | Agreements over \$2,500 or for an indefinite dollar amount and performed within the U.S.  |
| 52.222-50 & Alt. I     | Combating Trafficking in Persons  |   |
| 52.222-51              | Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements | Applies to for maintenance, calibration, or repair of commercial products/equipment.  |
| 52.222-53              | Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements                                       | Applies to any services regularly offered to non-governmental customers, at established market prices, and by employees who spend <20% of their time during a month period servicing U.S. Government agreements |
| 52.222-54              | Employment Eligibility Verification   | Agreements over \$3,500 for any work performed inside the U.S.  |
| 52.222-55              | Minimum Wages for Contractor Workers under Executive Order 14026  | Agreements subject to the Service Contract Labor Standards statute and performed within the U.S.  |
| 52.222-62              | Paid Sick Leave Under Executive Order 13706   | Agreements subject to the Service Contract Labor Standards statute and performed within the U.S.  |
| 52.223-99              | Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (DEVIATION) [ <i>Currently enjoined by the Court</i> ]                                | Agreements for services with a value over the SAT and performed within the U.S.   |
| 52.224-3 & Alternate I | Privacy Training  | If Vendor will have access to, or will design, operate, develop, or maintain a system of records or will create, collect, use, or otherwise handle personally identifiable information                          |
| 52.225-13              | Restrictions on Certain Foreign Purchases   |   |
| 52.232-40              | Providing Accelerated Payments to Small Business Subcontractors   | If Vendor is a small business subcontractor   |
| 52.244-6               | Subcontracts for Commercial Items   |   |
| 52.246-16              | Responsibility for Supplies   |   |
| 52.247-64              | Preference for Privately Owned U.S.-Flag Commercial Vessels   | For supplies shipped by ocean vessels   |

**8.b. Additional Clauses Applicable to Agreements for Non-Commercial Products or Services**

| Clause No. | Clause Title  | Notes  |
|------------|---|--|
| 52.203-6   | Restrictions on Subcontractor Sales to the Government   | Agreements over the SAT  |
| 52.203-7   | Anti-Kickback Procedures  | Agreements over the SAT  |
| 52.203-14  | Display of Hotline Posters  | Agreements more than \$6 million performed wholly or partly within the U.S.  |
| 52.203-16  | Preventing Personal Conflicts of Interest   |  |
| 52.203-17  | Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights | Agreements over the SAT  |
| 52.208-8   | Required Sources for Helium and Helium Usage Data   | Any Agreements involving a major helium requirement  |
| 52.215-14  | Integrity of Unit Prices  | Agreements over the SAT  |
| 52.223-18  | Encouraging Contractor Policies to Ban Text Messaging While Driving                                   | Agreements over \$10,000   |
| 52.224-2   | Privacy Act   | Where Vendor will design, develop or operate a system of records on individuals containing personally identifiable information (PII) or protected health information (PHI) |
| 52.226-6   | Promoting Excess Food Donation to Nonprofit Organizations   | Agreements over \$30,000 for the provision, service, or sale of food in the U.S.   |
| 52.227-1   | Authorization and Consent   | Agreements over the SAT  |
| 52.227-2   | Notice and Assistance Regarding Patent and Copyright Infringement                                     | Agreements over the SAT  |
| 52.227-10  | Filing of Patent Applications—Classified Subject Matter   | Agreements involving classified subject matter   |
| 52.227-11  | Patent Rights—Ownership by the Contractor   | Agreements for R&D to be performed by a small business or nonprofit Vendor; references to the “Government” are unchanged   |
| 52.227-14  | Rights in Data – General  | Not applicable to Agreements performed entirely outside the U.S.   |
| 52.230-2   | Cost Accounting Standards   | Agreements subject to the CAS  |
| 52.230-3   | Disclosure and Consistency of Cost Accounting Practices   | Agreements over \$750,000  |
| 52.230-5   | Cost Accounting Standards—Educational Institution   | Agreements with educational institutions   |
| 52.230-6   | Administration of Cost Accounting Standards   |  |
| 52.237-7   | Indemnification and Medical Liability Insurance   | All Agreements for nonpersonal healthcare services; insert “\$10,000,000” in paragraph (a)   |
| 52.245-1   | Government Property   | Where Vendor receives U.S. Government provided property or acquires property subject to this clause.   |
| 52.246-16  | Responsibility for Supplies   |  |

| Clause No. | Clause Title                          | Notes   |
|------------|---------------------------------------|---|
| 52.247-63  | Preference for U.S.-Flag Air Carriers | To the extent personnel or property will be transported via air carrier |

**Modified clauses included in full text:**

FAR Clause **52.224-1, Privacy Act Notification** (April 1984). Applies to Agreements that require the design, development or operation of a system of records containing PII or PHI.

Vendor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**8.c. Additional Clauses Applicable to Cost-Type Agreements, Time & Materials Agreements, or Agreements for which Certified Cost or Pricing Data is Provided**

| Clause No. | Clause Title   | Notes   |
|------------|--|---|
| 52.215-2   | Audit and Records—Negotiation  | Agreements over the SAT   |
| 52.215-12  | Subcontractor Cost or Pricing Data   | Where certified cost/pricing data is required   |
| 52.215-13  | Subcontractor Certified Cost or Pricing Data—Modifications   | Where certified cost/pricing data is required   |
| 52.215-15  | Pension Adjustments and Asset Reversions   |   |
| 52.215-18  | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions                             |   |
| 52.215-19  | Notification of Ownership Changes  |   |
| 52.215-21  | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications |   |
| 52.215-23  | Limitations on Pass-Through Charges  | Agreements over the SAT   |
| 52.229-8   | Taxes – Foreign Cost- Reimbursement Contracts  | Where Vendor receives a foreign tax credit that reduces its Federal income tax liability because of the payment of any tax or duty that was reimbursed under this Agreement; paragraph (a) does not apply |
| 52.242-3   | Penalties for Unallowable Costs  |   |

**8.c.i. Dissemination of False or Deliberately Misleading Information.** Vendor shall not use contract funds to disseminate information that is deliberately false or misleading.

**8.c.ii. Restriction on Pornography on Computer Networks.** Vendor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

**8.c.iii. Gun Control.** Vendor shall not use contract funds in whole or in part, to advocate or promote gun control.

**8.c.iv. Hotel and Motel Fire Safety.** Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is

conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic. Public accommodations that meet the requirements can be accessed at: <http://apps.usfa.fema.gov/hotel/>.

**8.c.v. Use of Funds for Conferences, Meetings and Food.** Vendor shall not use contract funds (direct or indirect) to conduct meetings or conferences in performance of this Agreement without prior written PPD approval. In addition, the use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited.

**8.c.vi. Use of Funds for Promotional Items.** Vendor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

**8.d. Health and Human Services Acquisition Regulations (HHSAR) Clauses Applicable to Agreements funded under a Department of Health and Human Services Contract**

| Clause No. | Clause Title  | Notes   |
|------------|---|---|
| 352.222-70 | Contractor Cooperation in Equal Employment Opportunity Investigations                   | Agreements where FAR 52.222-26 equal opportunity applies  |
| 352.223-70 | Safety and Health   | Where Agreement involves toxic substances, hazardous materials, or hazardous operations                               |
| 352.224-70 | Privacy Act   | Agreements that require the design, development or operation of a system of records containing PII or PHI             |
| 352.227-11 | Patent Rights - Exceptional Circumstances   | Agreements for experimental, developmental, or research work  |
| 352.227-14 | Rights in Data – Exceptional Circumstances  |   |
| 352.227-70 | Publications and Publicity  | Where Vendor may propose publishing the results of its work   |
| 352.231-70 | Salary Rate Limitation  | Agreements that are fixed-price level-of-effort or labor-hour. The salary rate limitation also applies to individuals |
| 352.237-74 | Nondiscrimination in Service Delivery   |   |
| 352.239-74 | Electronic and Information Technology Accessibility                                     | Where Vendor provides electronic or IT products or services   |
| 352.270-4b | Protection of Human Subjects  | Agreements where humans are involved  |
| 352.270-5b | Care of Live Vertebrate Animals   | Agreements where animals are involved   |
| 352.270-6  | Restriction on Use of Human Subjects  | Agreements where humans are involved  |
| 352.270-12 | Needle Exchange   | Cost-type or T&M agreements only  |
| 352.270-13 | Continued Ban on Funding Abortion and Continued Ban on Funding of Human Embryo Research | Cost-type or T&M agreements only  |

**8.e. Department of Defense (DoD) FAR Supplement (DFARS) Clauses Applicable to Agreements funded under a Department of Defense Contract**

| Clause No.   | Clause Title  | Notes   |
|--------------|---|---|
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies  | Agreements over the SAT where PPD is contracted directly with the U.S. Government; does not apply to commercial items   |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights   |   |
| 252.203-7004 | Display of Fraud Hotline Posters  | Agreements over \$6M  |
| 252.204-7000 | Disclosure of Information   | Does not apply to commercial items  |
|              |   |   |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical Information   | Agreements involving a covered information system   |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services  |   |
| 252.211-7003 | Item Identification and Valuation   | Vendor's obligations under this clause are limited to cooperating with PPD's efforts to comply with this clause, including granting PPD access to Vendor's deliverables at its facilities and to appropriate property records |
| 252.223-7999 | Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009) [ <i>Currently enjoined by the Court</i> ] | Agreements for services with a value over the SAT and performed within the U.S.   |
| 252.225-7033 | Waiver of United Kingdom Levies   | Agreements for supplies where a lower-tier subcontract exceeding \$1M with a U.K. firm is anticipated   |
| 252.225-7048 | Export-Controlled Items   |   |
| 252.226-7001 | Utilization of Indian Organizations and Indian Owned Economic Enterprises, and Native Hawaiian Small Business Concerns                | Agreements over \$500,000   |
| 252.227-7013 | Rights in Technical Data – Noncommercial Items  | Applies to the extent any data developed in any part at U.S. Government expense; no Vendor assertions are made under this clause. Does not apply to commercial items  |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation   | Where Vendor will provide computer software or computer software documentation  |
| 252.227-7015 | Technical Data – Commercial Items   | Applies to technical data pertaining to a commercial item developed exclusively at private expense; does not apply to noncommercial items   |
| 252.227-7016 | Rights in Bid or Proposal Information   | Applies to Vendor information submitted in a proposal to the U.S. Government  |
| 252.227-7019 | Validation of Asserted Restrictions – Computer Software   | Where Vendor will be supplying computer software to the U.S. Government   |

| <b>Clause No.</b> | <b>Clause Title</b>  | <b>Notes</b>   |
|-------------------|--|--|
| 252.227-7037      | Validation of Restrictive Markings on Technical Data       | Agreements requiring delivery of technical data  |
| 252.227-7038      | Patent Rights—Ownership by the Contractor (Large Business) | Where Vendor is a large business and Agreement is for experimental, developmental, or research work; references to “Government” remain unchanged |
| 252.235-7002      | Animal Welfare   | Agreements involving live vertebrate animals   |
| 252.235-7004      | Protection of Human Subjects                               | Agreements involving human subjects (does not apply to research involving only the use of cadaver materials)                                     |
| 252.239-7010      | Cloud Computing Services                                   | Applies to Agreements involving or that may involve cloud computing services   |
| 252.244-7000      | Subcontracts for Commercial Items                          |  |
| 252.247-7023      | Transportation of Supplies by Sea                          | All paragraphs apply to Agreements over the SAT; only Paragraphs (a) through (e) apply to Agreements below the SAT                               |