

This Subcontract Addendum (this “Addendum”) supplements the terms and conditions of the agreement between Foundation Medicine, Inc. (“FMI”) and Subcontractor (the “Contract”) in support of U.S. Government Contract No. 36C10G24D0059 between FMI and the U.S. Department of Veterans Affairs (the “VA”; and such contract, the “Government Contract”).

A. General Provisions

Subcontract Reporting. Upon request by FMI, Subcontractor shall furnish to FMI all information that may be required for FMI to comply with the reporting requirements specified at FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020).

Exclusions. If the Contract is valued in excess of \$35,000, Subcontractor represents that, as of the effective date of the Contract, neither the Subcontractor nor its lower-tier subcontractor(s), nor any of the Subcontractor’s or its lower tier subcontractor(s)’ respective principals, are debarred, suspended, or proposed for debarment by the U.S. Government. The Subcontractor must confirm this representation on the effective date of the Contract if the effective date occurs after the date on which the Subcontractor executes the Contract.

Small Business Status. Unless Subcontractor informs FMI otherwise in writing, Subcontractor represents that it does not qualify as a small business for U.S. Government procurement purposes.

U.S. Government Reporting. No confidentiality provision included in the Contract may be construed to prohibit or otherwise restrict the Subcontractor, as a subcontractor of FMI under the Contract, from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of the federal department or agency authorized to receive such information under the procurement.

B. FAR and VAAR Clauses

Except as otherwise provided in this Addendum, or where a substitution of parties would not be reasonable in a specific clause due to the mutual expectation of the parties to the Contract, the following terms used in the FAR and VAAR clauses incorporated by referenced in this Addendum shall have the following meanings, and the following interpretive guidance will only apply with respect to the text of the FAR and VAAR clauses as they appear in the applicable regulations and incorporated by reference in this Section B, and not to any language included in full text in this Addendum:

1. “Contracting Officer” or “Government” shall mean FMI;
2. “Contractor” or “Offeror” shall mean the Subcontractor that is a party to the Contract with FMI;
3. “Contract” shall mean the agreement between FMI and Subcontractor;
4. “subcontract” shall mean any lower-tier subcontract entered into by Subcontractor in furtherance of this agreement with FMI; and
5. “subcontractor” shall mean such lower-tier subcontractor engaged by Subcontractor to furnish supplies or services to the Subcontractor that is a party to the Contract.

The clauses referenced below are hereby incorporated by reference, with the same force and effect as if they were set out in full text, subject to the notes following each clause citation. Flow-down to lower-tier subcontractors is required as indicated in the instructions for “subcontracts” in each clause. The full text of each clause may be accessed electronically at <http://www.acquisition.gov>.

FAR Clause	Title of Clause	Date
52.203-6	Restrictions on Subcontractor Sales to the Government, with alternate (the meaning of the term “Government” is not changed)	Jun 2020, Nov 2021
52.203-11	Limitation on Payments to Influence Certain Federal Transactions (applies if the Contract exceeds \$150,000)	Sep 2024
52.203-13	Contractor Code of Business Ethics and Conduct (applies if the Contract exceeds the threshold specified in FAR 3.1004(a) on the effective date of the Contract and has a performance period of more than 120 days; the meaning of the terms “Government” and “Contracting Officer” are not changed)	Nov 2021

52.203-17	Contractor Employee Whistleblower Rights (41 U.S.C. 4712).	Nov 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (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)). <i>(the meaning of the term “Government” is not changed)</i>	Jan 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91). <i>(the meaning of the terms “Government” and “Contracting Officer” are not changed)</i>	Dec 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Section 889(a)(1)(A) of Pub. L. 115-232). <i>(the meaning of the term “Government” is not changed)</i>	Nov 2021
52.204-27	Prohibition on a ByteDance Covered Application (Section 102 of Division R of Pub. L. 117-328). <i>(the meaning of the term “Government” is not changed)</i>	June 2023
52.204-30	Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115-390, title II). (B) Alternate I (DEC 2023) of 52.204-30.	Dec 2023
52.209-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment <i>(applies if the Contract exceeds \$35,000 and is not for commercial products or commercial services)</i>	Nov 2021
52.219-8	Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)). <i>(must be included in 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)</i>	Sept 2023
52.222-21	Prohibition of Segregated Facilities <i>(applies to the same extent as FAR 52.222-26)</i>	Apr 2015
52.222-26	Equal Opportunity <i>(applies unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Contract is (i) valued at \$10,000 or less, unless Subcontractor receives or can be expected to receive in a twelve-month period agreements covered by the clause valued at more than \$10,000 in the aggregate or (ii) for work performed outside the United States with employees recruited outside the United States)</i> FMI AND SUBCONTRACTOR SHALL, IF APPLICABLE, ABIDE BY THE REQUIREMENTS OF 41 CFR 60-1.4(a), 60-1.7, 60-1.35(c), 60-300.5(a), 60-741.5(a), AND 29 CFR PART 471, APPENDIX A, AS UPDATED FROM TIME TO TIME. AMONG OTHER REQUIREMENTS, THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, QUALIFIED INDIVIDUALS ON THE BASIS OF DISABILITY, AND INDIVIDUALS ON THE BASIS OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR NATIONAL ORIGIN. THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS, QUALIFIED INDIVIDUALS WITH DISABILITIES, AND INDIVIDUALS WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN.	Sept 2016

52.222-35	Equal Opportunity for Veterans (38 U.S.C. 4212). <i>(applies if the Contract is valued at or above the threshold specified in FAR 22.1303(a) on the effective date of the Contract, unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Contract is for work performed entirely outside the United States with employees recruited or transferred outside the United States)</i>	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities (29 U.S.C. 793) <i>(applies if the Contract exceeds the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the effective date of the Contract, unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Contract is for work performed entirely outside the United States with employees recruited or transferred outside the United States)</i>	June 2020
52.222-37	Employment Reports on Veterans (38 U.S.C. 4212) <i>(applies if the Contract is valued at or above the threshold specified in FAR 22.1303(a) on the effective date of the Contract, unless exempted by the rules, regulations, or orders of the Secretary of Labor; an exemption applies if the Contract is for work performed entirely outside the United States with employees recruited or transferred outside the United States)</i>	June 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. <i>(applies if the Contract exceeds \$10,000 and will be performed wholly or partially in the United States)</i>	Dec 2010
52.222-41	Service Contract Labor Standards (41 U.S.C. chapter 67) <i>(applies if the Contract exceeds \$2,500 and has a principal purpose of furnishing services at least in part in the United States through the use of service employees; the meaning of the terms "Government" and "Contracting Officer" are not changed)</i>	Aug 2018
52.222-50	(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). <i>(FMI may take appropriate action against the Subcontractor, including termination of the Contract, for violation of paragraph (b); if a certification is required under paragraph (h)(5), Subcontractor will submit the certification at FAR 52.222-56 before award and during performance of the Contract)</i>	Nov 2021 or Mar 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (41 U.S.C. chapter 67)	May 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (41 U.S.C. chapter 67).	May 2014
52.222-54	Employment Eligibility Verification (E. O. 12989) <i>(applies if the Contract exceeds \$3,500 and will be performed at least in part in the United States, unless the Contract is only for supplies or is for commercial services that are part of the purchase of a commercially available off-the-shelf ("COTS") item, or an item that would be a COTS item but for minor modifications, and the services are normally provided for that item)</i>	May 2022
52.222-55	Minimum Wages Under Executive Order 14026 <i>(applies to the same extent as FAR 52.222-41)</i>	Jan 2022
52.222-62	Paid Sick Leave Under Executive Order 13706 <i>(applies to the same extent as FAR 52.222-41)</i>	Jan 2022

52.224-3	(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a). (B) Alternate I (JAN 2017) of 52.224-3	Jan 2017
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.225-26	Contractors Performing Private Security Functions Outside the United States (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).	Oct 2016
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.	Jun 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40. <i>(applies if Subcontractor is a small business concern).</i>	Mar 2023
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64	Nov 2021
VAAR Clause	Title of Clause	Date
852.237-74	Non-discrimination in Service Delivery	Oct. 2019

Foundation Medicine, Inc.
Subcontract Addendum: FAR and Special Requirements For
Commercial Item Subcontracts

C. Special Requirements

The following provisions are applicable to the extent Subcontractor or any lower-tier subcontractor has access to any VA data information, including protected health information or personally identifiable information relating to VA patients (collectively, “**VA Data**”). For clarity, VA Data includes information made available to Subcontractor or its lower-tier subcontractors by VA or FMI for the performance or administration of the Contract or information developed by Subcontractor or its lower-tier subcontractors in performance or administration of the Contract.

1. VA INFORMATION

(a) VA Data shall be used only for the performance or administration of the Contract and shall not be used in any other way without the prior written agreement of the VA or FMI. This clause expressly limits the Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1).

(b) Subcontractor shall adopt, implement and maintain appropriate administrative, physical, procedural, electronic and technical safeguards (“**Safeguards**”) to (i) protect against unauthorized access to or use of any Subcontractor systems or devices used to transport, access, or store VA Data (collectively, “**Systems**”) and (ii) protect VA Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage. Such Safeguards shall be no less rigorous than accepted industry practices and Subcontractor shall ensure that such Safeguards comply with applicable privacy and data protection laws. Subcontractor shall be responsible for safeguarding all VA Data.

2. SECURITY INCIDENTS

(a) If any Subcontractor employee, contractor, or agent becomes aware of the theft, loss or compromise of any VA Data or any System used to transport, access, or store VA Data (each, a “**Security Incident**”), Subcontractor shall notify FMI by telephone or email within one (1) hour upon confirmation of such Security Incident.

(b) Subcontractor will provide FMI details of the Security Incident, the potential risk to VA Data, and all actions taken to remediate the Security Incident. Reportable items include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers.

(c) Subcontractor will also provide FMI with a written closing action report once the Security Incident has been resolved