

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: **NCUA-RQ23-MWI027** PAGE OF: **1** OF **2**
 2. CONTRACT NO: **NCUA23C00005** 3. AWARD EFFECTIVE DATE: _____ 4. ORDER NUMBER: _____ 5. SOLICITATION NUMBER: _____ 6. SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: **AMY SUBER** 8. TELEPHONE NUMBER (No collect calls): **703-518-2540** 9. OFFER DUE DATE, LOCAL TIME: _____

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE % FOR: _____
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): _____
 HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) _____
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) 8(a) SIZE STANDARD: _____

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK 6 MARKED SEE SCHEDULE
 12. DISCOUNT TERMS: _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
 13b. RATING: _____
 14. METHOD OF SOLICITATION: REQUEST FOR QUOTE (RFQ) INVITATION FOR BID (IFB) REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO: **Minority & Women Inclusion** CODE: **MWI**
NCUA
1775 Duke Street
Alexandria VA 22314

17a. CONTRACTOR/OFFEROR: **NEUROLEADERSHIP INSTITUTE INC.** CODE: _____ FACILITY CODE: _____
Attn: MARSHALL BERGMANN
165 BROADWAY STE 2301
NEW YORK NY 100061428

16. ADMINISTERED BY: _____ CODE: _____
Enterprise Services Center
NCUA AP BRANCH, AM2-160
PO BOX 25710
OKLAHOMA CITY OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: C2DGWDQUC8L5 The purpose of contract NCUA23C00005 between the National Credit Union Administration (NCUA) and the Neuroleadership Institute Inc. (NLI) is to obtain virtual DEI Training in accordance with the SOW. The period of performance for this requirement is November 22, 2023 - November 21, 2024. Attachments: NCUA23C00005 Attachment 1 - DEI Training for (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: **See schedule** 26. TOTAL AWARD AMOUNT (For Government Use Only): **\$40,000.00**

27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: **Jake Reid**
 30b. NAME AND TITLE OF SIGNER (Type or print): **Jake Reid, Global Director of Contracts**
 30c. DATE SIGNED: **11/17/2023**
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): **Digitally signed by AMY SUBER**
 31b. N: **AMY SUBER**
 31c. DATE SIGNED: **Date: 2023.11.17 07:54:37 -05'00'**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23. UNIT PRICE	24 AMOUNT
00001	<p>Leadership NCUA23C00005 Attachment 2 NCUA Terms and Conditions</p> <p>Delivery: 10 Days After Award</p> <p>Accounting Info: 4056XXXRN0.2023.0100000000.9360155900.25190.610000 00.0000000000.0000000000.0000000000.0000000000</p> <p>Period of Performance: 11/22/2023 to 11/21/2024</p> <p>Base Period - DEI Training for Leadership - IAW the SOW - Fixed Price up to 50 attendees - \$20,000.00</p> <p>Obligated Amount: \$20,000.00</p>				20,000.00
00002	<p>Optional CLIN - Additional session - DEI Training for Leadership - IAW the SOW - Fixed Price up to 50 attendees - \$20,000.00</p> <p>(Option Line Item)</p> <p>The obligated amount of award: \$20,000.00. The total for this award is shown in box 26.</p>				20,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT _____ 37. CHECK NUMBER _____
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (Print) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YYMMDD) _____ 42d. TOTAL CONTAINERS _____

1.0 PROJECT TITLE

Leadership Diversity, Equity, and Inclusion (DEI) Training

2.0 BACKGROUND

The National Credit Union Administration (NCUA) is an independent agency of the Executive Branch of the United States government. It is responsible for chartering, regulating, and insuring federally chartered credit unions as well as insuring most state-chartered credit unions. The NCUA's mission is to ensure the safety and soundness of insured credit unions through appropriate regulation and supervision while effectively managing the agency's resources and the National Credit Union Share Insurance Fund. Information about NCUA's vision, mission, and responsibilities is available at www.ncua.gov.

The NCUA Office of Minority and Women Inclusion (OMWI) measures, monitors, and establishes policies and standards for diversity and inclusion in the agency's management, employment, and business activities. OMWI also assesses diversity practices in insured credit unions. In addition, OMWI manages the agency's equal employment opportunity programs.

OMWI seeks to enhance supervisors' competency in inclusive behaviors. The NCUA requires a live, virtual (online), **evidence-based** DEI training program that leverages competence in demonstrable inclusive behaviors as an essential skill in advancing the agency's strategic goals.

3.0 SCOPE

The NCUA's objective is to measurably increase participants' competency in inclusive behaviors to effectively support employee engagement. The training must actively engage participants by using various learning modalities such as tools, job aides, and activities to promote understanding, adoption, and implementation of learned competencies.

The training shall be delivered by the contractor virtually (via contractor provided tool (MS Teams, Zoom, etc.) to approximately 28 percent of agency supervisors (~50). The supervisors will participate in this training on a voluntary basis. The NCUA will record participants' registration and completion status in the agency's learning management system (LMS) and will provide access to training resources developed by the vendor in the LMS. The contractor shall develop and administer pre- and post-training assessments/evaluations to measure competency development and provide assessment results to the NCUA.

4.0 REQUIREMENTS

The NCUA anticipates instruction will take place over a period of at least 60 days but no more than 90 days. The vendor shall develop training for the NCUA or administer existing training modules/courses/content that meet the taskings indicated in this SOW.

The vendor shall provide scheduled initial, midpoint, and closing updates for participants. The midpoint session should serve as a check-in point for instructors/facilitators to support participants in assessing and adjusting their development in inclusive behaviors.

NCUA23C00005 – Attachment 1 SOW Leadership DEI Training

The vendor shall avail themselves of a variety of training and development tools to engage participants. Such tools may include, but are not limited to, icebreakers, formal presentations, group discussions, case studies, role-playing, and self-reflection. Reinforcing and supportive elements during the development period, such as intermittent coaching, weekly communication, and self-reflection assignments, may also be used. This requirement is for a Leadership Training for up to 50 individuals (maximum), and an option to add another session for up to 50 individuals if requested. If additional session for up to 50 is requested, the government will exercise and fund the optional CLIN.

4.1 Leadership DEI Training Development

Training sessions shall not be recorded. All information divulged during training shall remain confidential. The live virtual training sessions shall be deployed/conducted via a web-based platform provided by the vendor (e.g., MS Teams, Zoom). The NCUA will provide the contractor with a list of training participants and will assist with coordinating the training schedule to minimize impact on agency operations. The government shall provide the contractor with the list of attendees to ensure that the government does not exceed the fixed agreement of up to 50 attendees.

The contractor shall, but is not limited to the following:

- 4.1.1 Develop and administer training that addresses learning objectives that meet the intent of Section 9(a) of Executive Order 14035 (June 2021) to deliver and administer a training program that will “enable Federal employees, managers, and leaders to... be supported in building skillsets to promote respectful and inclusive workplaces and eliminate workplace harassment.”
- 4.1.2 Develop and administer training that addresses learning objectives that align with the NCUA’s “Foster Inclusion” leadership development pillar, which includes the following competencies:
 - Open to and encourage different opinions and viewpoints
 - Seek to understand and mitigate own biases
 - Build diverse teams composed of members with a variety of skills and perspectives
 - Listen without judgment or jumping to conclusions
 - Leverage the diverse capabilities of employees
- 4.1.3 Develop and administer training that results in actionable activities following completion of course/session(s)
 - Participants at the conclusion of the training will have the ability to identify strategies that participants can use to cultivate an inclusive workplace culture; develop an individual action plan for promoting inclusiveness in the workplace and promote accountability

NCUA23C00005 – Attachment 1 SOW Leadership DEI Training

- 4.1.4 Develop and administer training that develops DEI competencies necessary to perform as defined in the 2023 NCUA Annual Performance Plan
- 4.1.5 Develop training that utilizes elements such as virtual micro-learning sessions and planning tools
- 4.1.6 Assess and record participant activity and results
- 4.1.7 Develop evidence-based inclusive behavior learning tools and materials
- 4.1.8 Meet or exceed minimum accessibility standards specified in Section 508 of the Rehabilitation Act of 1973, as amended
- 4.1.9 Develop and administer pre- and post-training assessments/evaluations to measure competency development; provide results to the NCUA
 - 4.1.9.1 Evaluation may be a self-evaluation and/or direct report evaluation of participants' competence in inclusive behaviors
- 4.1.10 Provide developmental resources to participants (e.g., articles, books, models, etc.)
- 4.1.11 Provide any technical support needed during training sessions, inclusive of the actual training and platform used to conduct training (MS Teams, Zoom, etc.)

4.2 Contractor/Facilitator Qualifications

The contractor/facilitator shall have experience in the following:

- Experience developing and delivering evidence-based DEI training (e.g., neuroscience, proven business metrics, adult learning theory, etc.)
- Experience working with all levels of management, from new managers to experienced executive leadership.
- Experience in communication and facilitation with diverse populations

5.0 APPLICABLE DOCUMENTS

Below are the applicable documents for this requirement.

- [2022 – 2026 NCUA Strategic Plan](#)
- [2023 NCUA Annual Performance Plan](#)

6.0 DELIVERABLES AND DELIVERY SCHEDULE:

Deliverable(s) will be deemed accepted by the Government unless the Government rejects such deliverable(s) in writing to NLI within 10 business days of delivery by NLI. Upon such notice, NLI shall remedy any such deliverable within 10 business days. If no notice is received within the 10 business day period, the deliverable shall be considered accepted.

Deliverable	Due Date
Post Award Meeting	Fifteen (15) days after award
Meeting to discuss necessary training configurations	Seven (7) days after post award meeting

Final training package complete (includes any necessary configurations)	One (1) month after award
Facilitated delivery of up to 50 participants (with optional CLIN for an additional 25 participants)	TBD
Submittal of participant post-training survey results	Seven (7) days after each end of training period

7.0 GOVERNMENT-FURNISHED EQUIPMENT

No government furnished equipment is required for the performance of this contract.

8.0 PLACE OF PERFORMANCE

Virtual. Delivery of the training sessions will be accomplished virtually via a platform (MS Teams, Zoom, WebEx etc.) furnished by the contractor.

9.0 PERIOD OF PERFORMANCE

November 22, 2023 – November 21, 2024

10.0 POST AWARD MEETING

Post-award meeting will be scheduled within 15 business days of contract award and will be coordinated by the Contracting Officer. The purpose of the conference will be to familiarize the Contractor with the contract administration procedures, contract clarifications, contract requirements and expectations. The conference will be structured to achieve a clear and mutual understanding of all contractual administrative requirements and to identify any potential problem areas. NCUA reserves the right to issue a post-award letter or conference call in lieu of the post-award meeting at the discretion of the Contracting Officer.

11.0 OTHER DIRECT COSTS

There are NO anticipated ODCs for this contract. All anticipated costs related to the execution of the training course shall be incorporated in the proposed Firm Fixed Price.

12.0 CONTRACTOR ADDED ITEMS

Intellectual Property

- NLI pre-existing intellectual property, including but not limited to the deliverables, proprietary processes, materials, methodologies, models, know-how, trade secrets and modifications to any of the foregoing (collectively “NLI IP”) developed or acquired by NLI are the sole property of NLI.
- Nothing herein will give the Government any right, title, or interest in or to any of NLI IP, except a mere privilege and license to use NLI IP solely according to the terms and conditions of any applicable statement of work (“SOW”). Any unauthorized use of NLI IP will constitute a material breach and infringement of NLI’s Intellectual Property.

NCUA23C00005 – Attachment 1 SOW Leadership DEI Training

- The Government will not sell, license or lease NLI IP under any circumstances (other than to employees of the Government as contemplated by any SOW).
- The Government may not create derivative works of NLI IP (with the exception of templates or any documentation and/or materials intended for editing).

Intellectual Property Usage.

- NLI IP usage is strictly limited to the respective paid audiences.
- Any copy or dissemination of NLI IP or NLI supporting materials, or portions thereof, must include NLI's trademark and copyright notice as provided on the materials.
- Any deliverables and/or materials will be delivered as a digital file via email to designated the Government contact. Use of any digital file provided is strictly limited to the paid audiences.

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9.3000-1 General Contract Terms and Conditions (MAY 2021)

(a) *Primary Government Roles and Responsibilities.* This paragraph describes the roles and responsibilities of individuals and/or authorized users who will be the primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time. The individuals name and contact information will be provided at contract award.

(1) *Contracting Officer (CO).* The CO, within the Division of Procurement and Facilities Management (DPFM), has the overall responsibility for administration of the contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules.

(2) *Contracting Officer's Representative (COR).* The COR is responsible for the receipt and acceptance of the contract deliverables and reports and past performance reporting for the contract. The COR supports the CO in the general management of the program. The COR will be identified by the CO through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor.

The COR will represent the CO in the administration of technical details within the scope of the contract. The COR is also responsible for the final inspection and acceptance of all deliverables and reports. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify the contract obligations or the specification, changes will be issued in writing and signed by the CO.

(b) *Submission of Invoices.*

The Contractor shall submit invoices electronically to <https://einvoice.esc.gov>, the Delphi eInvoicing web-portal, for payment. Delphi eInvoicing access requires authentication through www.login.gov. All persons accessing Delphi eInvoicing must have their own unique user ID and be credentialed through www.login.gov.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315. An invoice must contain the following:

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract or task order / delivery order / purchase order number;
- d. Line item number as identified in the contract, describing the goods or services, and the amount invoiced for each line item number;

- e. Description, quantity, unit of measure, unit price, extended price of goods delivered or services performed, and the total invoice amount;
- f. Payment terms (discounts for prompt payment);
- g. Remittance address (must be the same as that in the contract or in a proper notice of assignment);
- h. Name, title, email address, and phone number of person to notify in event of defective invoice;
- i. Shipping information (e.g., shipment number, date of shipment, bill of lading number and weight of shipment). Shipping charges, if any, must be shown as a separate item on the invoice;
- j. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses; and
- k. Any other information or documentation required by the contract, which may include:
 - i. For time and materials or labor hour contracts, copies of time sheets in support of direct labor charges;
 - ii. Invoices for a contract entered into in the receivership capacity, while not subject to the Prompt Payment Act, must include allocation of all hours and expenses to financial institution number and asset name/number, if applicable.

(c) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(d) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(e) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(f) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the process outlined in this paragraph.

(1) Claim, as used in this paragraph, refers to a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising or relating to this contract. However, a claim exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment not in dispute when submitted is not considered a claim. The submission may be converted to a claim under 41 U.S.C chapter 71 by complying with the submission and certification requirements of this section if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(2) A claim by the Contractor shall be made in writing and, unless otherwise stated in the contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(i) The Contractor shall provide the certification specified in paragraph (1) of this section when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows, "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(4) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(5) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use an alternative dispute resolution (ADR). If the Contractor refuses to offer an ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(6) The Government shall pay interest on the amount found due and unpaid from:

- (i) The date the Contracting Officer receives the claim (certified, if required); or
- (ii) The date that payment otherwise would be due, if that date is later, until the date of payment.

(7) With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claims and then at the applicable rate for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(8) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(g) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(3) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to:

www.pay.gov

Search: NCUA One-Time Payments

Purpose of Payment: Supplier Overpayment

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(4) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(4)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination or f.o.b. destination, within consignee's premises.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties, as applicable. Notwithstanding the applicability of Federal, State, and Local Taxes, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate have resulted from the termination to the satisfaction of the Government using its standard record keeping system. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for default.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) Applicable statutes and executive orders.
- (4) Addenda to this solicitation or contract
- (5) License agreements for computer software.
- (6) Solicitation provisions if this is a solicitation.
- (7) Other paragraphs of this clause.
- (8) The contract form (i.e. Standard Form 1449).
- (9) Other documents, exhibits, and attachments.
- (10) The specification.

(t) *Unauthorized Obligations.*

- (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA),

Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(u) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM) and the NCUA representations and certifications, are incorporated by reference into the contract.

(v) *Dissemination of Contract Performance Information.* The Contractor must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed must be submitted to the Contracting Officer for approval.

(w) *Contractor Advertisements, Publicizing Award, News Releases, and Social Media.*

- (1) Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract, or the termination thereof, in any publicity/ news release, commercial advertising, or social media without first obtaining explicit written consent to do so from the Contracting Officer.
- (2) The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(x) *Whistleblower Protections.* Contractor agrees to inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, regarding protection from reprisal for disclosure of certain information, in the predominant native language of its workforce.

(y) Business Code of Ethics and Conduct. Contractors and subcontractors must have a written code of business ethics and conduct. A copy of the written code must be made available to each employee engaged in contract performance.

(z) Office of the Inspector General (OIG).

(1) Reporting. The contractor must timely disclose in writing to the agency OIG (oigmail@ncua.gov), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any NCUA contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). In addition, employees Contractors also must include this clause in its subcontracts, substituting the term "subcontractor" for "contractor."

(2) Cooperation. The Contractor must cooperate fully with OIG employees or OIG contractors conducting an investigation, audit, review, or inquiry, including disclosing complete and accurate information through interviews and production of records to the OIG or its contractors. Contractors also must include this clause in its subcontracts, substituting the term "subcontractor" for "contractor."

9.3002-1 Availability of Funds (DEC 2018)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

9.3002-2 Contractor Key Personnel (DEC 2018)

(a) In order to ensure a smooth and orderly startup of work, it is essential that the key personnel specified in the Contractor's proposal be available on the effective date of the contract. If these personnel are not made available at that time, the Contractor must notify the Government Contracting Officer (CO) and show cause. If the Contractor does not show cause, the Contractor may be subject to default action.

(b) The Contractor shall not of its own will remove or replace any personnel designated as "key" personnel without the written concurrence of the cognizant CO. Prior to utilizing employees other than specified personnel, the Contractor shall notify the CO and the Contracting Officer's Representative. This notification must be no later than five (5) calendar days in advance of any proposed substitution and must include justification (including resume(s) of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract performance.

(c) Substitute personnel qualifications must be equal to, or greater than, those of the personnel being substituted. If the Government Contracting Officer and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract, the Contractor may be subject to default action. If deemed necessary by the Government, substitute personnel must be given an orientation by Contractor personnel at no additional cost to the Government and with no change in the delivery schedule.

(d) In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel.

(e) The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor must select, supervise, and exercise control and direction over its employees (including subcontractors) under this Contract. The Government shall not exercise any supervision or control over the Contractor in its performance of contractual services under this contract. The Contractor is accountable to the Government for the action of its personnel.

(f) The Contractor is herewith notified that employee recruiting and employee retention practices shall be monitored on a regular basis.

9.3002-4 Reducing Text Messaging While Driving (DEC 2018)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", you are hereby encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, -leased or -rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new company rules and programs, and reevaluating existing programs to prohibit text messaging while driving, and conducting education, awareness, and other outreach for company employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the company's text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not

include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

9.3002-5 Environmentally Preferable Products and Services (DEC 2018)

(a) Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, requires in agency acquisitions of goods and services:

- (1) Use of sustainable environmental practices, including acquisition of bio based, environmentally preferable, energy-efficient, water-efficient, and recycled-content products;
- (2) Use of paper of at least 30 percent post-consumer fiber content; and
- (3) Use of double-sided printing.

(b) Signing this offer or contract indicates the contractor's agreement that all goods and services provided under this contract will comply with the above requirements of Executive Order 13423 and Sections 3(i), 3(k) and 3(l) of 13693.

9.3002-6 Notification of Requirements for Non-segregated Facilities (DEC 2018)

By signing this offer or contract, the contractor will be deemed to have signed and agreed to the provisions of non-segregated facilities. As used in this clause segregated facilities, mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The certification provides that the bidder or offeror does not maintain or provide for its employees, facilities which are segregated on a basis of race, color, religion, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder/offeror does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. This clause must be included in all subcontracts as well.

9.3002-11 Stop Work Order (DEC 2018)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days)

after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

9.3002-12 Prohibition on Contracting for Hardware, Software, and Services Developed by Kaspersky Labs and Other Covered Entities (AUG 2019)

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

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky

Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

9.3002-13 Prohibition on Contracting Equipment for Certain Telecommunications and Video Surveillance Services of Equipment (AUG 2019)

(a) *Definitions.* As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security

surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of

Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9.4203-1 Information Technology Accessibility Section 508 Standards (DEC 2018)

(a) NCUA is required to offer access to information and communication technology (ICT) for disabled individuals within its employ, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by The Architectural and Transportation Barriers Compliance Board (“The Access Board”).

(b) All ICT procured through this contract shall meet the accessibility standards and be

compliant with the applicable provisions of the Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as implemented in 36 CFR Part 1194 (as revised) (See <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>).

(c) The following standards from Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements, have been determined to be applicable:

508 Chapter 1: Application and Administration

- E101 General
- E102 Referenced Standards
- E103 Definitions

508 Chapter 2: Scoping Requirements

- E201 Application
- E202 General Exceptions
- E203 Access to Functionality
- E204 Functional Performance Criteria
- E205 Electronic Content
- E206 Hardware
- E207 Software
- E208 Support Documentation and Services

(d) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

(e) Deliverable(s) must incorporate these standards as well as any agency specific standards developed by the NCUA. The final work product must include documentation that the deliverable conforms to the Section 508 standards promulgated by the Access Board.

9.5002-6 Return or Destruction of NCUA-Activity Related Information (DEC 2018)

Within sixty (60) days after the end of the contract performance period or after the contract is suspended or terminated by the NCUA or by the Contractor for any reason, the Contractor must return all NCUA-provided and NCUA-activity-related information, (including but not limited to all records, files, and metadata in electronic or hardcopy format); including but not limited to information:

- (1) Provided by the NCUA; or
- (2) Obtained by the Contractor while conducting activities in accordance with the contract with the NCUA;
- (3) Distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or
- (4) Received from the Contractor by any other related organization and/or any other component or separate business entity.

The means of returning the information shall be coordinated with the COR at mutually convenient time during the contract period, but not less than ninety (90) days before the end of the period of performance.

The Contractor must confirm in writing (sent to the COR) that all such information has been returned to the NCUA. All costs and resource allocations required for this activity must be the sole responsibility of the Contractor.

9.5104-1 Privacy Act Notification (DEC 2018)

(a) *Definitions.* As used in this clause—

Operation of a system of records means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

Record as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

System of records on individuals as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(b) The Contractor 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 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(c) The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(d) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

9.5400-1 Option for Increased Quantity (DEC 2018)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

9.5400-2 Option to Extend Services (DEC 2018)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

9.5400-3 Option to Extend the Term of the Contract (DEC 2018)

The Government may extend the term of this contract by notice to the Contractor; provided that the Government gives the Contractor a preliminary notice of its intent to extend before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this option clause. The preliminary notice DOES NOT commit the Government to exercise the Option nor does it in any manner obligate Government funds against the subject contract, and is subject to the availability of applicable Budget Year funding.

If the Option is exercised by the government, it will be accomplished via a unilateral modification. The modification will specifically identify the Option period of performance and contract amount referenced above.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C	1 2
4. REQUISITION/PURCHASE REQ. NO. NCUA-RQ24-MWI019		5. PROJECT NO (If applicable)	
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE DPF	7. ADMINISTERED BY (If other than item 6)	CODE
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NEUROLEADERSHIP INSTITUTE INC. Attn: MARSHALL BERGMANN 165 BROADWAY STE 2301 NEW YORK NY 100061428		(x) 9A AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA23C00005	
		10B. DATED (SEE ITEM 13) 11/17/2023	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$20,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) NCUA clause Option to Extend Term of Contract (DEC 2019)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

UEI: C2DGWDQUC8L5
The purpose of modification 00001 to contract NCUA23C00005 is to fund the optional CLIN in the amount of \$20,000.00. All other terms and conditions of the contract remain the same.

Payment:
NC DELPHI EINVOICING
NCUA Delphi eInvoicing System
<https://invoice.esc.gov>

Accounting Info:
4056XXRN0.2024.0100000000.9360155900.25190.610000
00.0000000000.0000000000.0000000000.0000000000

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jake Reid, Global Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMY SUBER
15B. CONTRACTOR/OFFEROR Jake Reid (Signature of person authorized to sign)	15C. DATE SIGNED 6/18/2024
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 6/18/24

NAME OF OFFEROR OR CONTRACTOR
NEUROLEADERSHIP INSTITUTE INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 11/22/2023 to 11/21/2024				
	Change Item 00002 to read as follows (amount shown is the total amount):				
00002	Optional CLIN - Additional session - DEI Training for Leadership - IAW the SOW - Fixed Price up to 50 attendees - \$20,000.00				20,000.00

2 AMENDMENT/MODIFICATION NO. 0002	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO	5 PROJECT NO (If applicable)
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6 ISSUED BY CODE DPF Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	7 ADMINISTERED BY (If other than Item 6) CODE
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8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NEUROLEADERSHIP INSTITUTE INC. Attn: MARSHALL BERGMANN 165 BROADWAY STE 2301 NEW YORK NY 100061428	(x)	9A AMENDMENT OF SOLICITATION NO
		9B DATED (SEE ITEM 11)
	x	10A MODIFICATION OF CONTRACT/ORDER NO NCUA23C00005
		10B DATED (SEE ITEM 13) 11/17/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D OTHER (Specify type of modification and authority)
X	NCUA clause Option to Extend Term of Contract (DEC 2019)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 UFI: C2DGWDQUC8L5
 The purpose of modification 00002 to contract NCUA23C00005 is to extend the period of performance through March 21, 2025. All other terms and conditions of the contract remain the same.

Payment:
 NC DELPHI EINVOICING
 NCUA Delphi eInvoicing System
<https://invoice.esc.gov>
 Accounting Info:
 4056XXRN0.2024.0100000000.9360155900.25190.610000
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Jake Reid, Global Director of Contracts	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMY SUBER
15B CONTRACTOR/OFFEROR Jake Reid <small>(Signature of person authorized to sign)</small>	15C DATE SIGNED 6/18/2024
15D UNITED STATES OF AMERICA	16C DATE SIGNED 6/18/24

NAME OF OFFEROR OR CONTRACTOR
NEUROLEADERSHIP INSTITUTE INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 11/22/2023 to 03/21/2025				
00002	Change Item 00002 to read as follows (amount shown is the total amount): Optional CLIN - Additional session - DEI Training for Leadership - IAW the SOW - Fixed Price up to 50 attendees - \$20,000.00				20,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 1
2 AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO (If applicable)
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE DPF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NEUROLEADERSHIP INSTITUTE INC. Attn: Jake Reid 165 BROADWAY STE 2301 NEW YORK NY 100061428		(x) 9A AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO NCUA23C00005	
		10B. DATED (SEE ITEM 13) 11/17/2023	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification - Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: C2DGWDQC8L5

The purpose of modification 00003 to contract NCUA23C00005 is to extend the period of performance through September 26, 2025. All other terms and conditions of the contract remain the same.

Payment:

NC DELPHI EINVOICING

NCUA Delphi eInvoicing System

<https://invoice.esc.gov>

Period of Performance: 11/22/2023 to 09/26/2025

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Jake Reid, Global Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMY SUBER
15B. CONTRACTOR/OFFEROR <i>Jake Reid</i> (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Amy Suber</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/20/24

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)
6. ISSUED BY CODE Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	DPF	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NEUROLEADERSHIP INSTITUTE INC. Attn: MARSHALL BERGMANN 165 BROADWAY STE 2301 NEW YORK NY 100061428		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA23C00005	10B. DATED (SEE ITEM 13) 11/17/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination (May 2021)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: C2DGWDQUC8L5

In accordance with NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination for the Government's convenience, contract NCUA23C00005 is hereby terminated for the convenience of the government. The termination is effective today January 28, 2025.

Payment:

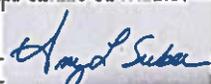
NC DELPHI EINVOICING

NCUA Delphi eInvoicing System

https://einvoice.esc.gov

Period of Performance: 11/22/2023 to 01/28/2025

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMY SUBER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNIT 	16C. DATE SIGNED Digitally signed by AMY SUBER Date: 2025.01.28 11:45:15 -05'00'

Previous edition unusable

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NCUA-RQ25-MWI007	5. PROJECT NO. (If applicable)
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE DPF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NEUROLEADERSHIP INSTITUTE INC. Attn: MARSHALL BERGMANN 165 BROADWAY STE 2301 NEW YORK NY 100061428		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA23C00005	10B. DATED (SEE ITEM 13) 11/17/2023

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -\$20,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination (May 2021)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: C2DGWDQUC8L5

The purpose of modification 0005 is to close contract NCUA23C00005; cancel CLIN 0002 and deobligated \$20,000.00 in unspent funds. Contract NCUA23C00005 was terminated for the convenience of the government on January 28, 2025, in accordance with NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination for the Government's convenience.

1. Pursuant to the terms of National Credit Union Administration (NCUA) contract NCUA23C00005 and in consideration of the sum of \$20,000.00, which has been paid under the contract to NEUROLEADERSHIP INSTITUTE INC. or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government), does hereby release the Government, its officers, agents, and employees of and Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jake Reid, Global Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMY SUBER
15B. CONTRACTOR/OFFEROR <i>Jake Reid</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1/31/2025
16B. UNITE <i>Amy Suber</i> (Initials)	16C. DATE SIGNED Digitally signed by AMY SUBER Date: 2025.01.31 16:21:12 -05'00'

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
NEUROLEADERSHIP INSTITUTE INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>from all liabilities, obligations, claims, and demands whatsoever arising out of or under this contract.</p> <p>Payment: NC DELPHI EINVOICING NCUA Delphi eInvoicing System https://einvoice.esc.gov</p> <p>Accounting Info: 4056XXRN0.2024.0100000000.9360155900.25190.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 11/22/2023 to 01/28/2025</p> <p>Cancel Item 00002 in its entirety.</p>				