



Project Title	Friendly Forge Format (F3) - an Open Standard for Autonomous Free Software		
Contractor Name	Easter-Eggs	Contract Number	B00276-1348-00
Start Date	01 January 2024	Contract Type	Fixed Price
End Date	15 January 2025	Invoice Due Date	Upon completion of Deliverables
Contract Total	\$74,142	Payment Term	Net 30

This is a Fixed Price Contract between the **Open Technology Fund (“OTF” “we” “us”)**, a nonprofit company organized under the laws of Washington, D.C., and **Easter-Eggs (“Contractor” “you”)**.

OTF’s registered office is at 1015 7th St NW, 3rd Floor, Washington, DC 20001. **Contractor** is located in Israel. Contractor’s full address has been provided to OTF and is on file with OTF.

In this agreement, OTF and the Contractor are each referred to individually as a “Party” and collectively as “the Parties”.

Context: *the purpose of this agreement.*

This agreement is entered into with reference to the following facts:

- OTF supports research, development, and implementation of globally-accessible secure communications; and
- OTF’s guiding principles begin with Article 19 of Universal Declaration of Human Rights and its application towards internet freedom; and
- OTF has been awarded a Grant Agreement from the United States Agency for Global Media; and
- the Contractor purports to have certain expertise and the ability to provide services that will further the objectives of the Open Technology Fund as it works towards its mission of ensuring and maintaining internet freedom.

Based on these facts, the Parties agree as follows:

1. Description of Services: *the services and/or deliverables you commit to provide to us under this agreement.*

Under this project, the Contractor will allow developers working in regions where using the internet is dangerous, to set up self-contained, self-sustainable development environments with the full knowledge and experience of the project's global community (the "Services"). These Services are further described in the Scope of Work attached here as Attachment I and in the full project proposal ("Project Proposal") maintained in OTF's web application and incorporated herein by reference, as it exists on the date that OTF signs this agreement.

2. Period of Performance: *the dates when the services provided by you to us will begin and end.*

Contractor shall begin services on **01 January 2024** and all services shall be completed on or before **15 January 2025**. Any extension of the Agreement will be in writing and signed by both Parties.

3. Amount paid for services: *how much we will pay you for the services/deliverables provided under this agreement.*

OTF will pay the Contractor a fixed-price total of **\$70,786** for deliverables, as detailed in the Scope of Work and **Attachment II: Payment Schedule**. The currency of this Agreement is US Dollars.

4. Expenses: *how expenses and passthrough costs are handled under this agreement.*

This is a fixed price agreement. OTF will not reimburse expenses under this agreement.

5. Documentation Required for Payment: *what you need to provide to us in order to be paid.*

- a. Invoices.** Contractor shall submit invoices upon completion of deliverables to the OTF Program Manager as work is completed in accordance with Attachment II: Payment Schedule. OTF will pay Contractor upon receipt of invoices once they have been approved by the CFO of the Open Technology Fund, or other OTF designee, and once an OTF Program Manager, or other OTF designee, has accepted/approved deliverables. Invoices shall be in the format specified below.

By submitting an invoice, you certify

- A. All tasks and deliverables required for that invoicing period have been completed;
- B. That payment of the sum claimed in this request is proper and due, and that all funds provided by OTF have been used solely for the purposes described in the Agreement and in accordance with all of the terms and conditions; and that

appropriate refund or credit to the Agreement may be made in the event of a disallowance in accordance with the terms of the Agreement, for nonperformance in whole or in part under this Agreement;

- C. That any detailed supporting financial information as OTF may require will be furnished by the Contractor promptly upon request; and
 - D. That all requirements called for in the Agreement have been met up to the date of invoice submission.
- b. **Invoice Format.** Invoices must be submitted in PDF or Word (doc / docx) file format. Invoices must include, at a minimum:
- i. Contractor Name
 - ii. Contractor Address
 - iii. Contractor Phone Number
 - iv. Contractor Point of Contact Email Address
 - v. Invoiced to: Open Technology Fund, 1015 7th St NW, 3rd Floor, Washington, DC 20001
 - vi. Contract Number [included on front page of this contract]
 - vii. Invoice Date
 - viii. Invoice Service Period [dates for which payment is being requested]
 - ix. Invoice Number [a unique number you assign for each invoice submitted]
 - x. Description of what is being invoiced
 - xi. Amount being invoiced
 - xii. Statement that the work being invoiced was performed fully outside of the United States (if applicable)

Failure to include the above information on your invoice may result in delay of payment.

- c. **Reports:** *documentation required by you to demonstrate your work under this agreement.*

The Contractor will provide monthly project reports by the last day of each calendar month to OTF. These reports will include concise descriptions of deliverables being worked on, progress since the previous report, and identification of any problems or issues which could compromise or otherwise hinder the work to be completed. In addition to these reports, the Contractor will engage in regular communications with OTF, including but not limited to responses to questions from OTF relating to the project or work to be completed, identifying any problems as they arise, and questions or concerns affecting this Agreement, or any deliverable required under this Agreement.

6. Method of Payment and Submission of Final Invoice: *how we will pay you*

- a. **Method of Payment.** After we have received and approved your invoice and monthly report as detailed in paragraph 5, we will issue payment within 30 days of the approval date. Payments will be remitted via electronic means using the most cost-efficient method available. OTF will cover the cost of any originator fees incurred as a result of executing an

electronic payment. In the case of payments remitted via wire transfer, an allowance equivalent to US\$20 will be added to the total payment amount. This additional amount is intended to offset expenses charged to you by your bank for acceptance of a wire transfer. OTF will use its best efforts to accurately determine this amount but does not guarantee that the entirety of your bank fees will be covered by this amount for every wire transfer.

- b. **Invoicing.** Invoices for Deliverables must be submitted within 30 days upon the completion of the Deliverable.
- c. **Submission of Final Invoice.** Final invoices must be received by OTF within 60 days of the date of final performance or termination of this agreement. OTF reserves the right to deny payment of any invoice that is received after the 60-day period closes.

7. Notices. *Your communication with OTF about this Agreement and the services provided under the Agreement.*

OTF Project Lead. All notices and correspondence concerning this Agreement and the services performed hereunder, including business or administrative matters, under this subcontract will be in writing and will be directed to the OTF Program Manager assigned to the Contractor at the OTF Program Manager's opentech.fund email address.

8. Protecting Confidential Information: *your commitment to us, and our commitment to you, to protect Confidential Information*

During the performance period, we may disclose Confidential Information to you, and you may disclose Confidential Information to us. "Confidential Information" means any information disclosed to you by us, or by us to you, that is not:

- a. otherwise already known or publicly available, through no act or omission of the Parties;
- b. that which becomes publicly known by any means other than breach of this Agreement;
- c. is obtained by a Party, free of any obligations of confidentiality, from a third party that has a lawful right to disclose it;
- d. is independently developed, as documented by written records, by a Party without the use of, reference to, aid from, or reliance on, the Confidential Information; or
- e. that which the Parties do not agree in writing to make publicly available.

However, the Parties may disclose Confidential Information to their respective employees or contractors who have a need to know for the purpose of this Agreement, without prior agreement. The Parties may also disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body. The Parties agree that if they disclose in response to an order or requirement of a court, administrative agency, or other governmental body, they will provide prompt notice to the other Party. The Parties agree to use the same measures to protect the other Parties Confidential Information as they take to protect their own.

The Parties agree to mark Confidential Information as confidential in advance of disclosure, however failure to do so does not obviate the confidential nature of the information and either Party may designate information as Confidential Information after disclosure at which point these obligations attach to the information.

9. Reserved.

10. Audits and Access to Records: *our right to access records and conduct audits at our own expense as may be required for security purposes and for compliance with regulations pertaining to use of federal government funds.*

- a. OTF will be entitled to engage, at no cost to Contractor, independent, third-party audits of the supported project, and/or phases of the project for purposes of security and integrity. This could include code review, methodology review and protocol review, application security review, and such other reviews as may be necessary or requested by OTF. Contractor agrees to provide the third-party auditor(s) with requested items required to review the privacy and security of the supported project in a timely manner.
- b. In order to facilitate audits required for compliance with regulations that govern use of government funds, Contractor shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services. These records shall be maintained during the term of this agreement and for a period of 5 years after the term has expired.
- c. OTF is entitled, at no cost to Contractor, to access any documents, papers, or other records pertinent to services provided by you under this Agreement, in order to make audits, examinations, excerpts, and transcripts. OTF will provide as much notice as practicable in advance of an audit.

11. License and open-source commitments: *your commitment to open-source work product and the right of our granting agency to use the open-source license*

Paragraph 1, including referenced attachments, specifies the services and deliverables Contractor will create and provide under this Agreement. Unless otherwise agreed to by the Parties in writing, those deliverables, the work product resulting from those services, or any other deliverables or intangible property created under this agreement (the “Work”), shall be made available to the public via a free, open, and public copyright license. In accordance with OTF’s agreement with its federal funding agency, the U.S. Agency for Global Media (USAGM), USAGM retains an irrevocable, non-exclusive, royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, provided that this right shall not be exercised in any way that violates the underlying free, open, and public copyright license. By executing this Agreement, contractor warrants that, to its knowledge, the Work and deliverables provided by Contractor to OTF under this agreement are not subject to a more restrictive license or claim of ownership that would interfere with the requirement for a free, open, and public copyright license or with the U.S. Government’s right to exercise its

license. Nothing in this paragraph shall require the disclosure of Confidential Information in paragraph 8 nor the public disclosure of Personally Identifiable Information (PII) defined as all information that identifies or can be used to identify, locate, contact, or impersonate a particular individual.

12. Delays.

In General

Time is of the essence with respect to the Contractor's obligations under this Contract. If the Contractor fails to deliver or perform within the specified period of performance, the Contractor shall be in default and may be liable to OTF for all damages and expenses OTF incurs as a result of delays in performance or delivery.

Stop Work Order

OTF may direct the Contractor to suspend performance by issuing a written Stop Work Order (SWO) to the Contractor. Upon receipt of the SWO, Contractor shall immediately stop work until such time as OTF issues a written authorization to resume work.

Excusable Delays

Notwithstanding, neither party shall be in default because of any delay or failure to perform under the terms of this Contract if the failure arises from circumstances beyond reasonable control and without the fault or negligence of the affected party. If such circumstances arise, the affected party shall notify the other party in writing of the circumstances causing the delay and explain the impact the delay will have on performance. Delays shall be no longer duration than is necessary and the affected Party shall use commercially reasonable efforts to remedy its inability to perform.

Extended Delays

In the event the delay of performance continues for one-hundred and eighty (180) days after the date of the written notice, OTF may terminate this Agreement through written notice to the other Party in accordance with Paragraph 13.

13. Termination: *how each of us can end this agreement*

This Agreement can be terminated if the following events occur: 1) if either of the Parties default on any material obligations under this Agreement, the non-defaulting Party shall notify the other Party in writing that it intends to terminate the agreement within 14 calendar days of the notice if the default is not corrected within that time. The notice should specify in detail the nature and extent of the alleged breach or default; 2) if either Party files a petition for Bankruptcy or is so adjudicated; or 3) if either Party becomes insolvent. In addition, the Parties may terminate this Agreement for convenience upon ten days prior written notice to the other Party. Upon any termination or expiration of this Agreement, OTF will pay Contractor for all services performed in accordance with this Agreement through the effective date of termination. For Fixed Price contracts, OTF may, in its discretion, issue partial payment for deliverables in process.

Upon termination, Contractor will:

- a. cease all work except to the extent that is minimally necessary to shut down operations; and,
- b. return or provide to OTF all materials and Work related to this Agreement.

OTF will only be responsible for costs incurred after the effective date of termination as follows:

- a. OTF expressly authorizes such costs in the notice of suspension or termination or subsequently in writing; or,
- b. Costs resulting from non-cancelable obligations that were properly incurred before the effective date of termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement expired normally at the end of the funding period in which the termination takes effect.

14. Independent Contractor Relationship:

The Contractor, in all matters, shall be deemed an Independent Contractor. This Agreement does not make you a representative, employee, agent, or partner of OTF. Neither Contractor nor anyone employed by it represent, act, purport to act, or will be deemed to be an agent, representative, or employee of OTF. Apart from the reporting and invoicing requirements in paragraph 5, OTF will not control the manner or means by which you perform the Services. You have no authority to commit, act for or on behalf of OTF, or to bind OTF to any obligation or liability.

15. Indemnification:

You shall indemnify and hold harmless the OTF (and its affiliates, directors, officers, employees, agents, and contractors) from and against all losses, damages, liabilities, deficiencies, actions, judgments, penalties, fines, costs, or expenses, including attorney's fees, arising out of or resulting from, in whole or in part, any act or alleged act or omission by you (or your employees, agents, or representatives) in connection with the performance of the work specified in this Agreement, or your breach of any representation, warranty, or obligation under this Agreement. We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

16. Use of OTF Name and Logo: *You must ask before using our name or logo for promotional purposes.*

Contractor will not use OTF's name or logo in connection with any publication or promotion, through any outlet, including social media, without OTF's prior express written consent.

17. Representations and Warranties:

You represent and warrant to OTF that:

- a. You are the individual or entity whom you have represented yourself to OTF to be;

- b. you have the right to enter into this Agreement and to perform fully all of your obligations in this Agreement;
- c. you are entering into this Agreement and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
- d. you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and appropriate manner in accordance and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- e. all Work Product is and shall be your original work (except for material in the public domain or provided by Us), and to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

18. Miscellaneous:

a. **Effect of Headings.** *These headings are not a substantive part of the agreement.*

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

b. **Entire agreement.** *No promises or commitments made outside of this agreement are binding if they are not in this agreement.*

This Agreement constitutes the entire agreement between the Parties with respect to the services and deliverables as described in Attachment I. This agreement replaces any prior or contemporaneous oral or written agreements, assurances, or understandings of the Parties.

c. **Venue.** *Legal disputes between us will be heard in Washington, D.C.*

This Agreement shall be governed by the laws of the District of Columbia. Any disputes related to or under this Agreement will be in the courts of Washington, D.C.

d. **Identification of Contractor.** *We may identify you and the work you perform for us under this agreement.*

OTF reserves the right to identify Contractor, Contractor's services, and deliverables generally or by reference to the project name included in Attachment I, the value of the contract and brief summary of the deliverables and activities on its website and in other published reports.

e. **Assignment.** *Our respective rights to assign this agreement.*

Contractor may not assign the rights or obligations under this contract without the prior written approval of OTF. Contractor may, at its own expense, subcontract some portions of the Services without OTF's approval provided that this Contract shall take precedence over the terms of the Agreement between Contract and subcontractor, and shall incorporate by reference the terms of

this Agreement. OTF may assign the rights and obligations under this contract at any time. OTF agrees to provide notice of such assignment to Contractor in writing.

f. Limitation of Liability. *How liability is limited under this agreement.*

If a dispute or claim arises out of this Agreement, or in connection with the subject matter of this Agreement, we will not be liable to you, nor will you be liable to us, for more than the fees identified in paragraph 3. This limitation on fees applies regardless of the theory of liability, whether based in contract, tort (including negligence) or otherwise. In no event shall we be liable to you, or you liable to us, for any consequential, incidental, special or exemplary damages, regardless of whether either party was aware of the possibility of such damages.

g. Changes. *Any change to this Agreement requires a written amendment.*

Any proposed change to this Agreement must be authorized by a written modification to this Agreement before performance of work involved in the change may begin. Such changes may include, but are not limited to, activities in the Scope, changes to the period of performance, and Agreement value.

h. Waiver and Validity. *What happens when a section of this Agreement isn't enforced.*

OTF's failure to enforce any right or provision herein does not constitute a waiver of that right or provision. Any provisions found to invalid or held unenforceable, in whole or in part, shall not affect the validity or enforceability of other provisions.

i. Regulatory Applicability

OTF is a private non-profit corporation and not an agency of the US Government. We receive a grant from the US Government to carry out the provisions of Section 309 of Title III of Public Law 103-236. The attached "Standard Provisions for USG-Funded Agreements" (Attachment III) are hereby incorporated into, and made a part of, this Agreement.

J. Certification of non-U.S. Status *Your representation that the funds paid under this agreement are not subject to tax liability in the U.S.*

Contractor is not a U.S. person or entity and the work performed under this agreement is performed outside of the U.S.

[Signature Page to Follow]

SIGNATURES

The Parties have executed this Agreement as of the date indicated next to their signatures. By way of execution, the parties certify that this Agreement has not been altered from the original version provided to the Contractor for signature by OTF.

Open Technology Fund:

President

Date

For
Easter-Eggs:

Signature

Date

Title: _____

Attachments:

Attachment I: Scope of Work

Attachment II: Payment Schedule

Attachment III: Standard Provisions for USG-Funded Agreements

Attachment IV: Personal Data Protection (for inclusion in GDPR countries only)

Attachment I: Scope of Work

Friendly Forge Format (F3) - an Open Standard for autonomous Free Software

Background

The Open Technology Fund (“OTF”) is an independent 501(c) non-profit supporting technology-centric projects and research worldwide which empower citizens to have access to modern communication channels free of restrictions and allow them to communicate without fear of repressive censorship or surveillance.

Contractor has been selected through a competitive process to perform the Services described below in support of OTF’s mission.

Executive Summary

The Friendly Forge Format (F3) is an Open File Format for storing the information about current state of and changes to date about a software project. This generally happens on an online collaborative platform known as a software development “forge.” The most common example of a forge is Github. The information shared by members of a project on a forge includes various issues related to the development as well as a log of the changes and different iterations a software project might have gone through.

Generally, software development happens on “forges” like Github, that are online and accessible to decentralized teams of developers. In environments where accessing the internet is difficult or dangerous, software developers can work offline on an application’s source code downloaded from online forge, but without a standard offline method to transfer and sync all the information about how the code was developed, applications do not have access to information about vulnerabilities that have already been addressed and added to the current version of the codebase. Any development that happens offline in these situations is inherently less secure.

F3 will allow developers working in regions where using the internet is dangerous, to set up self-contained, self-sustainable development environments with the full knowledge and experience of the project’s global community. When combined with existing version control systems like Git, F3 not only provides a downloadable format to track work done on a software project and an efficient synchronization method across the community of contributors.

This project aligns with OTF’s remit to Research, Develop Implement, and Maintain:
Circumvention Tools

“(A) technologies that circumvent techniques used by authoritarian governments, non-state actors, and others to block or censor access to the internet, including circumvention tools that bypass internet blocking, filtering, and other censorship techniques used to limit or block access to content and information; and” Research, Develop, Implement, and Maintain: Secure Communication Tools & Other Forms of Privacy & Security Technology “(B) secure communication tools and other forms of privacy and security technology that facilitate the

creation and distribution of news and enable audiences to access media content on censored websites;”

The existence of a common interoperable open file format for the exchange of software development forge information will enable local developers operating in repressive environments to work on critical secure communication tools and other forms of privacy and security technology, customizing them for their community’s specific threat profiles, without having to risk divulging personally identifiable information. Furthermore, the ability to synchronize local software with the most current versions offline means that localized versions of tools will benefit from the work of the global development community, and remain more secure.

Services / Tasks

The Contractor shall complete the following objectives:

1. Conduct User Research
 - a. Prepare the research Gather information from software developers, organizations and forge maintainers;
 - b. Summarize the findings and recommendations in a written report;
 - c. Deliverable: A User Research report including recommendations for developing F3.
2. Develop Specification and Documentation
 - a. Create initial F3 format compatible with an existing self-hosted forge;
 - b. Generalize the results of sub-task 2a for compatibility with other forges;
 - c. Release reference document about the F3 specification;
 - d. Deliverables: 1) JSON Schema for F3 are published in a dedicated repository 2) Documentation published on a public web site.
3. Develop Go Package Reference Implementation (developed concurrently with Objective 2)
 - a. Creation of a command line interface for exporting and importing a software project from and to a software forge that does not yet natively implement the F3 format;
 - b. Creation of the F3 API for high level import, export and mirror operations;
 - c. Creation of the F3 driver API for forge implementers to natively support F3;
 - d. Deliverable: Go package is published.
4. Develop Python Package Reference Implementation (developed concurrently with Objective 2)
 - a. Demonstrate utility of Go Package Reference implementation in other languages such as Python using the F3 Drive API;
 - b. Deliverable: Python package is published.
5. First Release of F3 Format (developed concurrently with Objective 2)
 - a. Ensure backward compatibility;
 - b. Ensure non-ambiguity;
 - c. Provide semantic versioning;
 - d. Provide detailed release notes;

- e. Deliverable: Publication of F3 version 1.0.0 on appropriate websites.
6. Integration into the Forgejo Codebase
 7. Submission to a standard body;
 - a. Engage with standard bodies such as OASIS or WC3;
 - b. Deliverable: A submitted application acknowledged as received by standard body.

Deliverables

FIXED PRICE DELIVERABLES: In addition to monthly progress reports per Article 5 of the Agreement, Contractor shall submit the Deliverables described below by the last day of the month of the estimated due date:

#	Description	Estimated Due Date
1	User Research	March 2024
2	Specification and documentation	June 2024
3	Go package reference implementation	June 2024
4	Python package reference implementation	November 2024
5	Release of F3 Format	September 2024
6	Integration in the Forgejo codebase	August 2024
7	Submission to a standard body	December 2024

OTF Point of Contact

All correspondence for matters pertaining to this Contract, including submission of reports and/or deliverables, should be sent via email to Bryan Nunez, VP of Technology, at bryan@opentech.fund

Attachment II: Payment Schedule

The contractor may invoice for the full amount of deliverables below at any time prior to the estimated due date, which is the last day of the month provided in the table below. Acceptance of an invoice and subsequent payment for the deliverable will be based on the satisfactory completion of the deliverable as determined by OTF.

Invoices must clearly state under which deliverable payment is being requested.

#	Description	Estimated Due Date	Payment
1	User Research	March 2024	\$ 5,445
2	Specification and documentation	June 2024	\$ 16,335
3	Go package reference implementation	June 2024	\$ 38,114
4	Python package reference implementation	November 2024	\$ 2,723
5	Release of F3 Format	September 2024	\$ 2,723
6	Integration in the Forgejo codebase	August 2024	\$ 2,723
7	Submission to a standard body	December 2024	\$ 2,723
	TOTAL		\$ 70,786

Attachment III

STANDARD PROVISIONS FOR USG-FUNDED AGREEMENTS

1. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. In accordance with USG Executive Orders 12549 and 12689, Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U. S. Government department or agency.
2. USG Funding Agency Non-liability. The USG Funding Agency does not assume liability for any third-party claims for damages arising out of this Agreement.
3. Travel. The Contractor agrees to use U.S. flag carriers to the extent possible for all air travel and transportation arrangements funded by the U. S. Government under this Agreement. The Contractor must abide by the requirements set forth in the Fly America Act of 1974, which is incorporated by reference.
4. Rights to Invention. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. Equal Employment Opportunity. If the Agreement is to be performed in the U. S. or to be performed with employees recruited in the U. S., the Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
6. Nondiscrimination. To the extent such laws apply to the Contractor; the Contractor agrees to abide by U.S. laws in regards to nondiscrimination of U.S. citizens or legal residents working under the Agreement.
7. Anti-Lobbying. For Contracts of \$100,000 or more, the Contractor certifies that no funds will be used to lobby, influence or attempt to influence any person or organization in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352.
8. Terrorist Financing. In accordance with Executive Order 13224, the Contractor will not engage in transactions with, or provide resources or support to individuals and organizations associated with terrorism, including those organizations and individuals identified in lists promulgated by the U.S. Government, the United Nations and the European Union. It is the legal responsibility of the Contractor to ensure compliance with these laws. This provision must be included in all lower tier subcontracts issued under this Agreement.
9. Prohibition on certain telecommunications and video surveillance services or equipment.

Contractor certifies that none of the funds payable under this contract will be used to procure or obtain the equipment, services, or systems 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 in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services include the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 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).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

10. Domestic Preferences for Procurements.

- a. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of this section:
“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Attachment IV

Personal Data Protection

As used in this section, "GDPR" means Regulation (EU) 2016/679, the General Data Protection Regulation, and any implementing legislation, rules, or regulations issued by applicable supervisory authorities. The terms "Controller", "Personal Data", "Data Subject", "Processor", and "Processing" shall have the meanings set forth in Article 4 of the GDPR.

To the extent Contractor processes any GDPR-governed Personal Data on behalf of OTF and in relation to which OTF is the Controller, Contractor shall:

- (a) act only on instructions from OTF when processing Personal Data and keep records of all Processing activities;
- (b) take all appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of, or accidental loss, destruction, or damage to, Personal Data;
- (c) process Personal Data in accordance with the GDPR;
- (d) not do or permit anything to be done which might cause OTF or any of its affiliates to be in violation of GDPR;
- (e) immediately inform OTF if it believes performance of the Services or compliance with any OTF instruction violates or might reasonably be considered to violate GDPR;
- (f) immediately notify OTF of receipt of any complaint, Data Subject access request, notice, or communication which relates directly or indirectly to the processing of Personal Data under this Agreement, and provide full co-operation and assistance to OTF in responding to such complaint, request, notice, or communication;
- (g) notify OTF promptly and without undue delay upon becoming aware of any unauthorized loss, corruption, damage, destruction, alteration, disclosure, or access to, or unauthorized or unlawful processing of, any Personal Data ("Personal Data Breach"), or any circumstances that are likely to give rise to a Personal Data Breach, timely providing OTF with sufficient information for it to meet its obligation, if any, to report a Personal Data Breach under GDPR;
- (h) cooperate with OTF and take commercially reasonable steps as may be directed by OTF to assist in the investigation, mitigation, and remediation of any Personal Data Breach;
- (i) cooperate as requested by OTF to enable it to comply with any exercise by a Data Subject of rights under GDPR with respect to Personal Data processed by Contractor under this Agreement, or to comply with any assessment, inquiry, notice, or investigation under GDPR;
- (j) only permit a third party sub-processor to process Personal Data subject to OTF's prior written consent and provided that the sub-processor's contract includes terms that are substantially the same as those set out in this section; and

(k) not transfer, permit a third-party processor to transfer, or allow access to Personal Data outside the European Economic Area without OTF's prior written consent, subject to any conditions OTF may impose, at its sole discretion.

Contractor agrees that OTF may from time to time have reasonable access to Contractor's premises, systems, and records in order to audit Contractor's security measures and procedures in connection with the processing of Personal Data and to ensure Contractor's compliance with this section. Contractor shall indemnify, defend, and hold OTF and its affiliates harmless from and against all costs, claims, damages, or expenses incurred by them due to any failure by Contractor to comply with any of its obligations under this Attachment.