**TASK ORDER**

**UNDER INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) SUBCONTRACT AGREEMENT UNDER USAID PRIME CONTRACT** (“Subcontract”)

**COVER SHEET**

|  |  |
| --- | --- |
| **Company Name** (“Company”) | Palladium International LLC |
| Company Country | United States of America |
| Address | 1331 Pennsylvania Ave NW, Suite 600 Washington, D.C. 20004, United States |
|  |  |
| **Subcontractor Name** (“Subcontractor”) | Click here to enter text. |
| Subcontractor’s DUNS Number | Click here to enter text. |
| Address | Click here to enter text. |
| Project Name (“Project”) | Click here to enter text. |
| Subcontractor Indefinite Delivery Indefinite Quantity (IDIQ) Subcontract Number | Click here to enter text. |
| **Subcontractor Task Order Subcontract Number** | **Click here to enter text.** |
|  |  |
| Effective Date of the Task Order Subcontract (“Effective Date”) | Click here to enter a date. |
| End Date of the Task Order Subcontract (“Term”) | Click here to enter a date. |
| Subcontract Type: | Click here to enter text. |
| Subcontract Ceiling: | Click here to enter text. |
| Country of Performance (“Recipient Country”) | Click or tap here to enter text. |
| Jurisdiction (“Jurisdiction”) | District of Columbia, United States of America |
| Subcontract Currency (“Subcontract Currency”) | USD |

This Subcontract is a Task Order under the Indefinite Delivery Indefinite Quantity (“IDIQ”) Subcontract referenced above. All terms and conditions included in the subject IDIQ Subcontract apply to this Task Order, with the sole exception of those clauses indicated in the IDIQ that apply to Subcontract Types other than that indicated above.

This Subcontract is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Subcontract, and the applicable clauses of the Indefinite Delivery Indefinite Quantity Subcontract, constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Subcontract is hereby superseded by this Subcontract.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed for the Company: |  | Signed for the Subcontractor: |  |
| Name: | Click here to enter text. | Name: | Click here to enter text. |
| Title/Role: | Click here to enter text. | Title/Role: | Click here to enter text. |
| Date: | Click here to enter a date. | Date: | Click here to enter a date. |

1. **STATEMENT OF WORK**

[Insert Statement of Work/Statement of Objectives/Performance Work Statement/Specifications]

1. **DELIVERABLES**
   1. **Deliverable Specifications**

[Insert detailed description of deliverables and other expectations under the Agreement.]

* 1. **Deliverable Acceptance Criteria**

[Insert detailed description of deliverable acceptance criteria under the Agreement.]

* 1. **Progress Payments**

This is a Firm Fixed Price Task Order Subcontract for the delivery of item XXXXX at the total price of $XXXXX.

Final deliverables may be submitted within one week of the stated deadline to be considered on-time unless a separate deadline is approved by the authorized Company Contracting Representative in writing. Final deliverables must be submitted via email OR INDICATE DELIVERY INSTRUCTIONS to POC.

In consideration of the period of performance, the Company agrees to provide progress/milestone financing payments to the Subcontractor as outlined below (INDICATE ITEMS). The milestone progress payments are financing payments, as opposed to delivery payments, and do not represent payments for completed deliverables. The Company recoups progress payments through deduction of liquidations from payments that would otherwise be due to the Subcontractor for delivery of completed contract items (i.e. INDICATE ITEMS), i.e. $XXXX (Firm Fixed Price). In the event of termination for default, any unliquidated progress payments must be returned to the Company.

FAR 52.212-4 guides the termination for convenience events. In the event of such termination, the Subcontractor 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 Subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of the Company using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Company any right to audit the Subcontractor’s records. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

All progress payment milestones must adhere to the respective specifications (2.1. Deliverable Specifications) and acceptance criteria (2.2. Deliverable Acceptance Criteria) above in order to trigger a payment. If the final deliverables (INDICATE ITEMS) are deemed unacceptable in accordance with the specifications (2.1. Deliverable Specifications) or acceptance criteria (2.2. Deliverable Acceptance Criteria),and the issues are not cured within a reasonable time, as may be approved by the Company, and the subcontract is terminated for default, the Subcontractor shall, on demand, repay to the Company the amount of progress payments within 30 days of the notification of termination for default. The Company shall be liable for no payment under this Subcontract except as provided by the Default clause of this Subcontract.

* 1. **Deliverables Schedule**

The following deliverables must be provided and accepted by the due dates specified.

**[explain if drafts will be allowed to be submitted and how long after the draft submission the Company will provide comments and how long after that the final submission must be made and, if accepted, trigger the payment of the corresponding amount below]**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Deliverable Item #** | **Deliverable Description** | **Required Documentation** | **Acceptance Criteria** | **Margin of Error** | **Due Date** | **# of items** | **Price Per Item** | **Total Price** |
| 1A Progress Payment |  |  |  | Nil |  |  |  |  |
| 1B |  |  |  | Nil |  |  |  |  |
| 2A |  |  |  | Nil |  |  |  |  |
| 3A |  |  |  | Nil |  |  |  |  |

1. **ADDITIONAL TERMS AND CONDITIONS**

[insert as applicable]