

Agency #

Location:

## STANDARD INDEPENDENT CONTRACTOR AGREEMENT FOR NON-PROFIT AGENCIES

**THIS AGREEMENT**, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, **2008**, by and between GREYHOUND LINES, INC., P.O. Box 660362, Dallas, Texas 75266-0362, AND/OR ITS SUCCESSORS AND ASSIGNS (the "Company") and \_\_\_\_ ("Contractor"). Contractor is a(n):

That Contractor represents and warrants it is a Non-profit Organization, validly organized and existing under the laws of the state where the Facility (as defined in Section II.B. below) is located, and Contractor's Social Security/Federal I.D. No. is \_\_\_\_\_.

### W I T N E S S E T H

That for and in consideration of the facilities to be furnished and services to be rendered by Contractor and the compensation paid therefor by Company, as hereinafter set forth, the parties hereto covenant and agree as follows:

#### I. COMPANY AGREES:

A. To pay Contractor the following commissions:

- |   |                                |
|---|--------------------------------|
| 1. On transportation charges collected by Contractor from the sale of tickets, except as hereinafter provided:                        | <b>Nine Percent (9%)</b>       |
| 2. On transportation charges for express shipments, whether prepaid, collect, or C.O.D., received from the consignor at the Facility: | <b>NA</b>                      |
| 3. On transportation charges for express shipments, whether prepaid, collect, or C.O.D., delivered to the consignee at the Facility:  | <b>NA</b>                      |
| 4. On charges collected by Contractor from the sale of Ameripass tickets:   | <b>NA</b>                      |
| 5. On transportation charges from charters sold by Contractor:  | <b>Nine Percent (9%);</b>      |
| 6. On PTO Tickets honored   | <b>Three Dollars (\$3.00);</b> |
- (a) As used in this section, the term "charges" does not include any taxes collected in addition to the tariff charges or selling price.
- (b) The commission, if any, payable to Contractor with respect to tickets sold for the movement of unusually large groups or under other unusual or extraordinary circumstances, shall be determined according to bulletins and letters issued by the Company.

- B. To permit Contractor to deduct commissions to which it is entitled under (A) of this section from the Company funds in its possession when making remittances as provided in paragraph (E) of Section II.
- C. Company agrees to pay to Contractor, on a periodic basis, forty percent (40%) of the commission stated in the Agreement on transportation charges collected by the Company arising from sales by internet ticketing and tickets by mail for schedules originating at Contractor's facility. The parties hereto agree that Greyhound's records will be used for determining compensation to the Contractor under this provision. To be eligible for this percentage commission, Contractor must be in good standing with respect to all funds due Company and be the contractor of record for the subject period. The percentage commission established by this provision shall not apply to sales or collections made prior to September 1, 2000.
- D. Company agrees to pay to Contractor, eighty percent (80%) of the commission stated in the Agreement on transportation charges collected by the Company arising from printing of "Will Call Tickets". "Will Call Tickets" is defined as sales by the Company on the internet or by its Telephone Information Centers for schedules originating from Contractor's facility with the tickets to be issued by Contractor. The parties hereto agree that Company's records will be used for determining compensation to the Contractor under this provision. The percentage commission established by this provision is in lieu of any commission for internet sales set forth in the Agreement, for "Will Call Tickets", as heretofore amended, and shall not apply to any sales made prior to June 11, 2002.

## II. CONTRACTOR AGREES:

- A. To sell such tickets as Company may supply, for Company and its affiliated and connecting carriers, at lawfully published tariff rates, and to furnish the public any information contained in tariffs, bulletins, circulars and literature insofar as the same is applicable to transportation of passengers or handling of baggage, express or United States Mail by Company and its affiliated and connecting carriers.
- B. To furnish at \_\_\_ the transaction of Company business and the accommodation and comfort of its patrons, suitable waiting room or space, and adequate sanitary toilet facilities, together with convenient facilities for the sale of tickets and the handling of baggage or express; to maintain the said waiting room or space and facilities, together with all driveways, walks, approaches and premises appurtenant thereto, in a clean, sanitary and safe condition at all times; and to reimburse and hold harmless Company from any and all expenses incurred and/or claims arising directly or indirectly from any neglect or failure to so maintain the said waiting room, space, facilities or appurtenant premises.
- C. To be liable for all charges for transportation services sold regardless of collection of such charges. To be liable for and protect any and all money and/or property of the Company in the care or under the supervision of Contractor and to reimburse Company for any loss or damage to such money and/or property. The title to all tickets and busbills and proceeds thereof and of all other monies collected for the Company shall be at all times in the Company, it being the intention of this Agreement that the Contractor shall at all times be in the position of trustee and fiduciary of the same for the Company.
- D. To make payment in full for any invoices submitted to Contractor by Company, minus approved commissions within 15 days of receipt of invoice. Payment to Company will be by a method approved by both parties and may include ACH, Check or Credit Card and to remit to Company or deposit to account of Company in the manner as may hereafter be prescribed by the Company, all monies belonging to the Company or collected for the account of Company. Failure to comply will result in termination of contract.
- E. That Contractor will without charge: (1) Handle newspapers and express shipments made under regular contracts; (2) Issue tickets in exchange for tickets or ticket orders issued by another contractor, connecting carriers contractor, or the Company; (3) Make collections in connection with returned express shipments; (4) Sell tickets under employee reduced rate orders.
- F. To permit authorized representatives of Company during reasonable hours to inspect and check all property of Company, and inspect and audit all records and accounts pertaining to the business of Company, kept or supervised by Contractor and to permit such authorized representatives, at their discretion, to collect all monies belonging to Company in the possession of the Contractor.
- G. To permit Company to conduct periodic audits of its activities and records with respect to performance under this Agreement.
- H. To keep and maintain on site records of its activities pursuant to this Agreement, including all Company reports, payment and deposit records, and all other records necessary and appropriate to permit Company to conduct audits of Contractor in accordance with Generally Accepted Auditing Standards.
- I. To place and maintain a suitable sign or signs designating the aforesaid premises as a ticket agency for the Company and affiliated carriers.
- J. That the title to all station equipment, signs, et cetera, furnished to the Contractor shall be in the Company at all times and Contractor will return said property or pay for its value upon the termination of this Agreement. Upon the termination of this Agreement, the Contractor will permit a representative of the Company to remove all signs, decalcomanias and any and all other evidence of the sale of tickets and any other services which might lead the public to believe that Contractor is still the contractor for the Company.
- K. At Company's expense, to permit Company upon request, to install its own telephone number(s) and to have its own listing in all telephone directories; it being always clearly understood and agreed by Contractor that said telephone number(s) shall be the Company's and the Company shall have the exclusive right, privilege, possession and use thereof. Upon termination of this Agreement, for any reason, Company shall have the absolute right to transfer said telephone number(s) to any other facility. Company is responsible for payment of the base charges and charges directly incurred to conduct Company business. Any and all unauthorized or excessive charges shall be Contractor's obligation; all such charges shall be due and payable upon receipt of invoice from Company; this payment obligation shall survive the transfer, assignment, termination and/or expiration of this Agreement.
- L. To remove from the telephone directory or any other advertising medium any listing or reference to the fact that it is Contractor

for the Company as soon as possible upon notice of termination of this Agreement.

- M. That in case suit is instituted to collect any money due hereunder on default on payment by Contractor, to pay to Company any expense incurred by Company in instituting and prosecuting such suit, including such additional sum for attorney's fees as the court may adjudge reasonable in said suit. Contractor agrees to and does hereby waive all benefits or relief from any and all appraisal, valuation and exemption laws now or hereafter enacted in any state.
- N. Contractor specifically authorizes Company to deduct from any money that may be due Contractor hereunder the compensation previously allowed Contractor on tickets or transportation charges subsequently refunded to patrons and also the full amount of any payment or payments made or expense incurred by Company by reason of loss of or damage to baggage and/or express chargeable to Contractor; and Contractor hereby agrees to pay to Company on demand any deficiency that may accrue with respect to such adjustments, refunds, losses or damages.
- O. When applicable, to pay its covered employees in compliance with the Fair Labor Standards Act and to maintain adequate and accurate records of their hours, rates of pay and other conditions of employment as required by the Act and Regulations Part 516, and to certify each month that it has complied with the Act in those respects.
- P. Not to use the word "Greyhound" as part of Contractor's business name for any purpose. Contractor acknowledges that the word "Greyhound", together with the various symbols, slogans, logos, and the like ("Marks") owned or licensed by Company are valuable, special and unique assets of Company. The use of Marks under this Agreement is for the purpose of distinguishing the services of Greyhound Lines, Inc. and its subsidiaries only. Contractor may use Marks only as an aid in informing the public where Greyhound Lines, Inc.'s services may be purchased and that Contractor is authorized to sell Greyhound Lines, Inc.'s services. Contractor shall not use Marks to identify Contractor's services or in any way except as specifically authorized herein.

Contractor's internet (worldwide web) sites are strictly prohibited from using the name "Greyhound", the image of the running dog and any other trademarks or service marks associated with Company's transportation business.

- Q. That the Contractor is responsible for safeguarding and accounting for all tickets and busbills assigned and entrusted to it for sale to customers. In the event that any tickets and busbills cannot be accounted for at the time that Contractor is required to make one of its regularly scheduled reports to Company, Company, if duly informed of any such missing tickets or busbills, agrees to cooperate with Contractor with a view to ascertaining whether or not such missing tickets or busbills were in fact sold; PROVIDED, HOWEVER, that such cooperation shall not embrace any out-of-pocket expenses to, and/or the expenditure of undue time and effort by Company. In the event that any such missing tickets and/or busbills assigned and entrusted to Contractor cannot be successfully located and discovered as having been sold, then it is agreed that the account shall be settled by Contractor's paying to Company an amount for each missing ticket or busbill equal to the average sales price for that ticket form or busbill actually sold by Contractor during the month the missing ticket or busbill would have been sold. In the case of forms of tickets infrequently sold by the Contractor, the average sales price will be determined by using the last two months sales of that particular form.
- R. To act as Contractor for Company upon such terms and conditions as Contractor and Company shall agree.
- S. Contractor represents and warrants that its facilities are and will be operated in compliance with all laws applicable to it, including but not limited to, the Americans with Disabilities Act as amended ("ADA"). Contractor agrees to assist Company personnel with boarding or deboarding of customers with disabilities at Contractor's facility and will provide such other assistance or accommodations to Company's customers to the extent required under the ADA.

### **III. IT IS MUTUALLY AGREED:**

- A. That payment as aforesaid shall constitute full and complete compensation to Contractor for all facilities furnished and services rendered by Contractor.
- B. That Contractor is an "Independent Contractor" and the Company reserves no control over the Contractor or any of its employees, subordinates, or associates, as to how the facilities involved in this Agreement should be furnished or the services here involved should be performed. Contractor shall limit its activities for the Company to the consummation of the results herein specified. Contractor shall have no power to bind the Company by contract or otherwise except as herein provided as to the sale of transportation for property. The Company reserves no control whatsoever over the employment, discharge, compensation of or services rendered by an employee, subordinate or associate of Contractor. It is further expressly understood that nothing contained herein shall be deemed to require the Contractor to perform in person any of the services hereby contracted for and that if the Contractor so elects, all of its obligations hereunder may be performed by persons in its employ or

otherwise under its control. The Company shall not be responsible for the acts or omissions of said employees, subordinates or associates and Contractor agrees to save Company harmless from any and all liability caused by any such act or omission. Further, Contractor shall register as an employer with all State and Federal Agencies and be responsible for and pay any and all taxes, assessments or contributions, including, but not limited to, State Unemployment and Worker's Compensation laws, Federal Unemployment Contributions Act, Federal Insurance Contributions Act (Social Security,) and to otherwise indemnify, save harmless and defend Company against any liability, claims or demand therefor.

- C. The term of this Agreement shall be from the date hereof to \_\_\_\_\_continue thereafter until terminated by at least thirty (30) days prior written notice from either party to the other party, at either party's sole discretion for any reason whatsoever, or as otherwise provided herein. Provided, however, that any default of any monetary provisions, including the payment of accounts or remittances of Contractor under this Agreement or any other existing or future agreement between Company and/or its affiliates and Contractor and/or its affiliates shall be sufficient cause for the Company to immediately terminate this Agreement without any notice whatsoever and Contractor hereby authorizes Company to do so in such event; and provided further, that any violations, breach or default of any other provision of this Agreement, which is not remedied within ten (10) days after notice thereof or any default under any other existing or future agreement between Company and/or its affiliated and Contractor and/or its affiliates which is not remedied as required thereby, shall also be sufficient cause to immediately terminate this Agreement without further notice. All notices may be either written or given orally by or to an officer or supervisory employee of the Company.
- D. This Agreement cancels any and all previous contracts and agreements pertaining to the subject of commission agency between Contractor and Company and/or its predecessors in interest, except as to unfulfilled obligations heretofore incurred, and this Agreement constitutes the entire Independent Contractor Agreement between the parties.
- F. This Agreement may not be assigned by Contractor.
- G. If the Company shall, after default made by the Contractor in any payment to be made by it, or in the performance of any covenant or agreement to be by it performed under this agreement, accept from the Contractor and payment to be made by it, or the performance or any covenant or agreement to be by the Contractor performed under this agreement, or if the Company after such default shall do any act or exercise any right, remedy, option or election permitted by this Agreement, neither the acceptance of such payment nor the acceptance of such performance, nor the doing of such act, nor the exercise of any such right, remedy, option or election, shall be construed or deemed a waiver of such prior default, except only to the extent that such prior default shall be extinguished by the payment or performance so accepted by the Company.
- H. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate the day and year first herein above written.

**COMPANY:**  
GREYHOUND LINES, INC.

By:

Name:  
Print Name

Title:

**CONTRACTOR:**

By:

Name:  
Print Name

Title:

Date:

TN-13 (rev. 11/99)

**GUARANTY**

For value received, and in consideration for, and as an inducement to Greyhound Lines, Inc., (Company) entering into the attached Standard Independent Contractor Agreement, dated    , **2008** with     (Contractor), the Contractor therein named, the undersigned unconditionally guarantee(s) to Company, its successors and assigns, the full performance and observance of all of the covenants, conditions, and agreements therein provided to be performed and observed by the Contractor without requiring any notice of non-payment, non-performance, non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waive(s) and expressly agree(s) that the validity of this Agreement and the obligations of the Guarantor(s) hereunder shall in no wise be terminated, affected or impaired by reason of the failure by Company to assert against Contractor of any of the rights or remedies reserved to Company pursuant to the provisions of the Agreement. The undersigned further covenant(s) and agree(s) that this Guaranty shall remain and continue in full force and effect as to any renewal, modifications or extension of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS:

GUARANTOR:

\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other * _____	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
List account number(s) here (optional)		
		Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
OR
Employer identification number

*Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person *	Date *
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms

of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**ADDENDUM  
FEDERAL CONTRACTORS COMPLIANCE AGREEMENT**



The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20, -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

#### I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

### III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, **rates** of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed **to take** affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.