

STANDARD RESEARCH SUBCONTRACT NO. _____	CONTRACTOR Battelle Energy Alliance, LLC (BEA) 2525 Fremont Avenue P. O. Box 1625 Idaho Falls, ID 83415-3890
TITLE	
SUBCONTRACTOR	CONTRACTOR'S PROCUREMENT REPRESENTATIVE
Period of Performance: _____	Award Amount: _____
	SA Subcontract Administrator SA Phone _____ SA Fax _____ e-mail: SAemail@inl.gov

Introduction

This is a cost-reimbursement, no-fee, standard subcontract for unclassified research and development not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material. This subcontract is between Battelle Energy Alliance, LLC (BEA) (Contractor) and ----- (Subcontractor). The Subcontract is issued under Prime Contract No. DE-AC07-05ID14517, between the Contractor and the United States Department of Energy (DOE).

Agreement

The parties agree to perform their respective obligations in accordance with the terms and conditions of the Scope of Work and the General Provisions, and other documents attached or incorporated by reference, which together constitute the entire Subcontract and supersedes all prior discussions, negotiations, representations, and agreements.

BATTELLE ENERGY ALLIANCE, LLC
(BEA)

(Operator of the Idaho National Laboratory)

(SUBCONTRACTOR)

By: _____
Name: SA Name
Title: Subcontract Administrator
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE OF ARTICLES

1. Statement of Work

- 1.1. The Subcontractor shall perform certain research and development work identified as -----, more fully described in the Statement of Work, dated -----, and included as Attachment 1, to this Subcontract.
- 1.2. The Subcontractor's Principal Investigator assigned to this work is ----- . The Principal Investigator shall not be replaced or reassigned without the advance written approval of the Contractor's Procurement Representative.
- 1.3. The Subcontractor shall submit the final and any intermediate reports to the Contractor's Technical Representative, insert Technical Representative's Name, upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the Contractor's Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The Contractor's Technical Representative need not approve the Subcontractor's reported conclusions of the research.

2. Report Preparation Requirements

- 2.1. These instructions apply to all formal reports, including the final report, required by the Subcontract. It does not apply to letter reports or reports specifically identified as Milestones in Article 3. Period of Performance below in this Subcontract as informal reports.
- 2.2. The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.
- 2.3. Reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the subcontract; and (d) any other relevant information.

3. Period of Performance

- 3.1.1. The work described in Article 1, Statement of Work, shall commence on ----- and shall be completed on or before ----- .

4. Costs and Payments

- 4.1. The estimated cost of the work called for in this Subcontract is --- ---- .
- 4.2. This subcontract is fully-funded and is subject to the Limitation of Cost clause of the General Provisions.

Incremental funding

5. This subcontract is incrementally funded and is subject to the Limitation of Funds clause of the General Provisions. The funding amount currently allotted to this subcontract is \$--- ----- and is available through ----- .

6. The Contractor will pay the Subcontractor for performance of this Subcontract, unless excluded or limited by other provisions of this Subcontract, the allowable direct costs incident to performance, plus the allocable portion of the allowable indirect costs of the Subcontractor. Allowable and allocable costs shall be determined in accordance with the cost principles of the Allowable Cost and Payment clause of Appendix A.
7. Funds awarded for this contract are fiscal appropriations which do not carry over from one fiscal year to the next fiscal year. Costs have to be incurred and expenses invoiced and/or accrued (in accordance with DOE accrual provisions) prior to fiscal year end (September 30).
8. Indirect cost shall be in accordance with the negotiated rate agreement with the Department of Health and Human Services, dated ----- .
9. IRS Forms: Pursuant to U.S. tax law, BEA is required to report certain payments to the Internal Revenue Service (IRS). The Subcontractor agrees to furnish a completed IRS Form W-9, (for U.S. persons), W-8 (for non-U.S. persons) or other applicable IRS form to BEA prior to any request for payment. Forms can be accessed at <http://www.irs.gov/formspubs/lists/0,,id=97817,00.html>. Forms may be submitted electronically to: AcctPay@inl.gov.

10. Invoices for Payment

- 10.1. Payments for Subcontract work shall be made monthly based on invoices submitted by the Subcontractor for work performed. Invoices shall bear the following certification signed by a responsible official of the Subcontractor: "The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work."
- 10.2. Invoices must identify the subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or Facility and Administration costs. Additional cost detail will be required when invoices include costs labeled "other direct costs", "operating expenses", "**materials and supplies**", and/or "miscellaneous".
- 10.3. Invoices shall be sent electronically to:

acctpay@inl.gov

or mailed to:

Accounts Payable

P.O. Box 1625

Idaho Falls, Idaho 83415-3117

- 10.4. Payments shall be mailed to:
- 10.5. The Contractor will use its best efforts to process invoices for payment within 30 days of receipt; provided, however, that payments made more than 30 days after receipt of an invoice shall not be subject to penalty, interest, or late charges.

Agreements other than NEUP

- 10.6. Invoices, which include property acquired by the Subcontractor at a cost of \$5,000.00 or more, and all high risk and sensitive items regardless of cost, shall include the following information: a

description of the property, an assigned property number, the name of the manufacturer, serial and model number, the acquisition date, unit price, quantity, total cost and location of the item.

11. Contractor-Furnished and Subcontract-Acquired Property

11.1. The Contractor may furnish the Subcontractor materials, equipment, and supplies. Currently, there [(*CFGP*) is (*No CFGO*) is not] Contractor-Furnished Government Property associated with this Subcontract.

CFGP

No	Qty	UOM	Description

11.2. Equipment [(*Equipment*) is (*No Equipment*) is not] approved for purchase under this Subcontract. Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor’s cost proposal for this Subcontract and for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by the Contractor Procurement Representative. [(*Equipment*) The following equipment will be purchased:]

CFGP

No	Qty	UOM	Description

11.3. All property furnished by the Contractor or acquired by the Subcontractor, as a direct cost under the Subcontract, title to which vests in the Government, shall be identified, controlled, and protected as required by the Government Property clause of the General Provisions of this Subcontract. Disposition of such property upon completion of this Subcontract shall be as directed by the Contractor’s Property Management organization prior to final payment. [(*No GP to be acquired by Subcontractor*)] Currently, no property is approved for purchase under this Contract. (*GP to be acquired by Subcontractor*) The following equipment will be purchased:

Property to be Purchases

No	Qty	UOM	Description

11.4. If the Contractor provides the Subcontractor property that is marked as “high risk property” for use under this award, the Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management regulations (41 CFR 109-1.53). Title to all property marked as “high risk property” vests in the Government.

11.5. The Laboratory shall determine at the conclusion of the Subcontract whether the educational institution shall be allowed to retain high risk and/or sensitive items with an acquisition cost of less than \$5,000.

12. Cooperation with the Office of Inspector General (OIG)

12.1. The Subcontractor must ensure that all their employees understand that they must:

- 12.1.1. Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so required by an employee of the OIG so designated to take affidavits or sworn statements.
- 12.1.2. Not impede or hinder another employee's cooperation with the OIG.
- 12.1.3. Ensure that reprisals are not taken against employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

13. Subcontract Administration

13.1. The Contractor's Subcontract Administrator for this Subcontract is ----- . The Subcontract Administrator is the only person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the Statement of Work and the Schedule. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Subcontract Administrator. Any notices and approvals required by this Subcontract from the Contractor to the Subcontractor shall be issued by the Subcontract Administrator.

No TPOC or STR

- 13.2. The Contractor's Technical Representative for this Contract is _____. The Technical Representative is the person designated to monitor the Contract work and to interpret and clarify the technical requirements of the Statement of Work. The Technical Representative is not authorized to make changes to the work or modify this Contract.
- 13.3. The Technical Point of Contact/Subcontractor Technical Representative (TPOC/STR) assigned to this Contract is ----- at (208) -----, BEA's TPOC/STR is responsible for technical direction and oversight of the work, during the period of performance. The TPOC/STR is solely and exclusively authorized to provide day-to-day technical direction and support in connection with the subcontracted work. BEA's TPOC/STR is not authorized to make any changes to the <=InsInst>. Changes are authorized only by the Subcontract Administrator, by written change notice/order and to the extent required, Contract amendment.
- 13.4. The Subcontractor's Subcontract Administrator for this Contract is ----- .

14. Travel Requirements

- 14.1. All travel not included in the Subcontractor's cost proposal must be approved in advance by the Contractor.
- 14.2. All foreign travel must be approved in writing utilizing form (DOE F 551.1) in advance by the Contractor even when included in the Subcontractor's cost proposal for this Subcontract, **and** requires a "request for Approval of Foreign Travel" form.

15. Performance of Work

- 15.1. The Subcontractor will / will not perform work at a DOE/NNSA Facility.

16. Subcontractor Personnel Performing work at Contractor's Facility

- 16.1. Hazards Training: Pursuant to 29 CFR 1910.1200, BEA will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INL.

- 16.2. Sensitive Information: When Subcontractor's employee(s) will, or could have, access to sensitive information pertaining to any business or government agency, Subcontractor shall ensure that its employee(s) is aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of BEA.
- 16.3. Idaho National Laboratory Environmental Policy: Subcontractor shall adhere to the INL Environmental Policy found at <http://www.inl.gov/environmentalpolicy/>.
- 16.4. Worker Safety and Health Program:
- 16.5. The scope of this Release falls under the provisions of 10 C.F.R. Part 851.
- 16.6. Prior to the performance of onsite work, Subcontractor shall complete Form 340.33, "Comprehensive Medical Questionnaire" and return completed form via U.S. Mail, in a sealed envelope labeled "To Be Opened By addressee Only" to: Idaho National Laboratory, Attn: Occupational Medicine, P. O. Box 1625, Idaho Falls, ID 83415-3125; or hand deliver Form 340.33 to the Medical Department in the Willow Creek Building, 1955 Fremont Avenue, Idaho Falls, ID 83415. (Please ask at the front desk to be escorted to the Medical Department. The Medical Department will have blank forms available for completion.) If difficulty is encountered or delays are expected, please address any questions or concerns to the Subcontracted Work Office (SWO) at (208) 526-4667.
- 16.7. The Subcontractor shall perform work in accordance with BEA's DOE-approved Worker Safety and Health Program (WSHP), which is implemented by following the Subcontractor Requirements Manual (SRM). The SRM is available for review at <http://www.inl.gov/procurement/forms.shtml>.
- 16.8. When implemented and directed by BEA, the Subcontractor shall ensure that subcontracted employees and those of any lower-tier subcontractor participate in 10 C.F.R. Part 851 required Occupational Medicine provisions as determined by BEA's Occupational Medical Director. BEA will provide Occupational Medical Services as further defined in the Subcontractor Requirements Manual (SRM) RD-1001.
- 16.9. The Subcontractor assumes full responsibility and shall indemnify, hold harmless, and defend BEA, its directors, officers and employees from any civil liability under 10 C.F.R. Part 851 or related regulations or statutes, arising as a result of work performance by the Subcontractor, its lower-tier subcontractors, suppliers, agents, employees and their officers or directors. The Subcontractor's obligation to indemnify and hold harmless shall expressly include attorney fees and other reasonable costs for defending any action or proceeding instituted under 10 C.F.R. Part 851 or related regulations or statutes.
- 16.10. The Subcontractor shall ensure that its employees and those of any lower-tier subcontractor are medically qualified to perform work as required by 10 C.F.R. Part 851. These Occupational Medicine requirements are further defined in the Subcontract Requirements Manual, RD 1001. BEA will provide a portion of the Occupational Medical Services as outlined in RD-1001 and the Subcontractor shall ensure compliance with all other requirements as outlined in 10 C.F.R. Part 851 and RD-1001. Medical certification and surveillance programs are the sole responsibility of the Subcontractor as required by 29 C.F.R. Parts 1910 and 1926. There is no change to this requirement; however, if a Subcontractor employee has been to an Occupational Medical Provider for one of these certification or surveillance programs and has received a medical evaluation that includes fitness for duty (such as respirator users) this evaluation may satisfy the pre medical evaluation requirement as outlined in 10 C.F.R. Parts 851 and not need duplication. The Subcontractor shall be responsible for maintaining any medical records in accordance with all applicable regulations and as defined in RD 1001.

17. Supplier Performance Evaluation System (SPES)

- 17.1. BEA evaluates subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status.

18. Lower-tier Subcontractors

- 18.1. Subcontractor shall not subcontract performance of any portion of the work being performed at the INL without the advanced written approval of BEA, (excluding material deliveries). Lower-tier subcontracts and purchase orders must include provisions to secure all rights and remedies of BEA and the Government provided under this Release, and must impose upon the lower-tier subcontractor all of the general duties and obligations required to fulfill this Release. Subcontractor is responsible for the performance and oversight of all lower-tier subcontractors.

Applicable to services (including construction) exceeding \$150K (except for commercial services associated with the purchase of a COTS item), work performed in U.S., and performance periods greater than 120 days.

19. E-Verify

- 19.1. Subcontractor shall comply with FAR 52.222-54, Employment Eligibility Verification (January 2009). Information on registration for and use of the E-Verify program can be obtained via the following internet site:<http://www.dhs.gov/E-Verify>.

20. Incorporated Documents

- 20.1. The following documents are hereby incorporated as Attachments to this Schedule of Articles of this Subcontract:
- 20.2. Statement of Work, entitled, “ ----- ”, SOW- ----- , dated ----- , Attachment 1.
- 20.3. Subcontractor Requirements Manual -----
- 20.4. Patent Certification, FORM PROC-6007, Attachment ----- . Subcontractor shall submit one copy to the Office of Intellectual Property, Chicago Operations office, with a copy to BEA, at the time of submittal of final invoice to BEA.
- 20.5. Form PROC-1861, Occurrence Notification and Reporting by the Supplier, Attachment ----- .
- 20.6. Form 340.02S, “Employee Job Function Evaluation”.
- 20.7. Form 340.33, “Comprehensive Medical Questionnaire”.

GENERAL PROVISIONS

CLAUSE 1 – PUBLICATIONS

- A. The Subcontractor shall closely coordinate with the Contractor's Technical Representative regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under this Subcontract. The Subcontractor shall provide the Contractor an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this Subcontract at least forty-five (45) days prior to their submission for publication. The Contractor will review the proposed publication and provide comments. A response shall be provided to the Subcontractor within forty-five (45) days; otherwise, the Subcontractor may assume that the Contractor has no comments. Subject to the requirements of Clause 9, the Subcontractor agrees to address any concerns or issues identified by the Contractor prior to submission for publication.
- B. Subcontractor may acknowledge the Contractor, and Government sponsorship of the work as appropriate.

CLAUSE 2 – NOTICES

- A. The Subcontractor shall immediately notify the Contractor's Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of this Subcontract.
- B. If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the Contractor's Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

CLAUSE 3 – ASSIGNMENTS

The Contractor may assign this Subcontract to the Government or its designee(s). Except as to assignment of payment due, the Subcontractor shall have no right to assign or mortgage this Subcontract or any part of it without the prior written approval of the Contractor's Subcontract Administrator, except for subcontracts already identified in the Subcontractor's proposal.

CLAUSE 4 – DISPUTES

- A. Informal Resolution
 - 1. The parties to a dispute shall attempt to resolve it in good faith, by direct, informal negotiations. All negotiations shall be confidential. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
 - 2. The parties, upon mutual agreement, may seek the assistance of a neutral third party at any time, but they must seek such assistance no later than 120 days after the date of the Contractor's receipt of a claim. The requirement to seek the assistance of a neutral third party may be waived or modified only with the consent of all parties. The parties may request the assistance of an established Ombudsman Program, where available, or hire a mutually agreeable mediator, or ask the DOE Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation shall be shared equally by both parties. If requested by both parties, the neutral third party may offer a non-binding

opinion as to a possible settlement. All discussions with the neutral third party shall be confidential.

3. In the event the parties are unable to resolve the dispute by using a neutral third party or waive the requirement to seek such assistance, the Contractor will issue a written decision on the claim.

B. Formal Resolution

1. If a dispute has not been resolved by informal resolution, it may be submitted to binding arbitration upon agreement of both parties, by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). If arbitration is agreed to by both parties, such decision is irrevocable and the outcome of the arbitration shall be binding on all parties.
2. Each party to the arbitration shall pay its pro rata share of the arbitration fees, not including counsel fees or witness fees or other expenses incurred by the party for its own benefit.
3. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

C. Litigation

If arbitration is declined for such disputes, the parties may pursue litigation in any court of competent jurisdiction.

D. Governing Law

This Subcontract shall be interpreted and governed in accordance with all applicable federal and state laws and all applicable federal rules and regulations.

CLAUSE 5 - EXPORT CONTROL

The parties acknowledge activities covered by this Subcontract may be subject to export control laws that prohibit or restrict (i) transactions with certain persons, and (ii) the type and level of technologies and services that may be exported. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Economic Emergency Powers Act, the Atomic Energy Act and regulations issued pursuant to these including the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). The parties acknowledge that export control requirements may change and that the export of goods, technical data or services from the U.S. without an export license or other governmental authorization may result in criminal liability.

Each party is responsible for its own compliance with laws and regulations governing export controls in the performance of this Subcontract and acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and other restrictions. This Subcontract provides no express or implied governmental export authorization or license.

CLAUSE 6 – COST ACCOUNTING STANDARDS (CAS) LIABILITY

[Applicable to Subcontracts exceeding \$700,000]

Clause 10 below incorporates into these GENERAL PROVISIONS clauses entitled, “COST ACCOUNTING STANDARDS” and “ADMINISTRATION OF COST ACCOUNTING STANDARDS.” Notwithstanding the provisions of these clauses, or of any other provision of the Subcontract, the Subcontractor shall be liable to the Government for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a

subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

CLAUSE 7 - DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA

Generally, delivery of Limited Rights Data (or Restricted Computer Software) should not be necessary. However, only if Limited Rights Data will be used in meeting the delivery requirements of the subcontract, the following disclosure and use restrictions shall apply to and shall be inserted in, any FAR 52.227-14 **Rights in Data – General** on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier subcontractor:

- A. These "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. These "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. These "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

CLAUSE 8 - ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) the SCHEDULE OF ARTICLES and this Subcontract Signature Page; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or Statement of Work.

CLAUSE 9 – SECURITY REQUIREMENTS

- A. This Subcontract is intended for unclassified, publicly releasable research or development work. The Contractor does not expect that results of the research project will involve classified information or Unclassified Controlled Nuclear Information (**UCNI**) (See 10 CFR part 1017). However, the Contractor may review the research work generated under this Subcontract at any time to determine if it requires classification or control as **UCNI**.
- B. If, subsequent to the date of this Subcontract, a review of the information reveals that classified information or **UCNI** is being generated under this Subcontract, then the security requirements of this Subcontract must be changed. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Subcontract, the Subcontract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this Subcontract.
- C. If the security requirements are changed, the Subcontractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Subcontract in compliance with the change in the security requirements. If the Subcontractor determines that continuation of the work under this Subcontract is not practicable because of the change in security requirements, the Subcontractor shall notify the Contractor's Procurement Representative in writing. Until the Contractor's Procurement Representative provides direction, the Subcontractor shall protect the material as directed by the Contractor.
- D. After receiving the written notification, the Contractor's Procurement Representative shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to

work out a mutually satisfactory method to allow the Subcontractor to continue performance of work under this Subcontract.

- E. Within 15 days of receiving the written notification of the Subcontractor's stated inability to proceed, the Contractor's Procurement Representative must determine whether (1) these security requirements do not apply to this contract or (2) a mutually satisfactory method for continuing performance of work under this Subcontract can be agreed upon. If this determination is not made, the Subcontractor may request the Contractor's Procurement Representative to terminate the Subcontract in whole or in part. The Contractor's Procurement Representative shall terminate the Subcontract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

CLAUSE 10 - CLAUSES INCORPORATED BY REFERENCE

The FEDERAL ACQUISITION REGULATION (FAR) and the U.S. DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were given in full text, as prescribed below.

farsite.hill.af.mil/vffara.htm (FAR)

farsite.hill.af.mil/vfdoe1.htm (DEAR)

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean the Contractor, except in FAR clause 52.227-14, and DEAR clauses 970.5227-4, 952.227-11, 970.5232-3, 970.5245-1, in which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract insert number with the Contractor. As used in DEAR clauses 952.204-72 and 952.227-9, the term "DOE" shall mean DOE or the Contractor.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW OR IN THE BODY OF THE CLAUSE:

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994). Applies if the Subcontract is for unclassified research involving nuclear technology.

(take out Computer Security) clause

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2009). Substitute 31.3 in subcontracts with educational institutions and 31.7 in subcontracts with nonprofit organizations for 31.2 in paragraph (a).

FAR 52.216-15 PREDETERMINED INDIRECT COSTS RATES (AUG 2009).

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).

FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007).

FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997) AND ALTERNATE I (JAN 1997). Applies only if Subcontract involves delivery of hazardous materials.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).
DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002), Paragraph (a).
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.
DEAR 952.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995). (Applies only if Subcontractor is a nonprofit organization as set forth in 48 CFR 27.301. If Subcontractor does not qualify in accordance with 48 CFR 27.301, it may request a patent waiver pursuant to 10 CFR 784.) [Check provision below that applies OR include only applicable provision].
FAR 52.227-14	_____ RIGHTS IN DATA-GENERAL (DEC 2007) with ALTERNATE V (DEC 2007) and DEAR 927.409 Paragraphs (a) and (d)(3). Applies if the Subcontract is for development work, or for basic and applied research where computer software is specified as a Deliverable in the Statement of Work or other special circumstances apply as specified in the agreement ___X___ RIGHTS IN DATA-GENERAL (DEC 2007) with ALTERNATE IV (DEC 2007), subparagraph (c)(1) and DEAR 927.409, subparagraph (a) Definitions. Applies if the Subcontract is for basic or applied research and computer software is not specified as a Deliverable in the Statement of Work, and no other special circumstances apply per DEAR 927.409.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987). Applies if the Subcontract is based upon a technical proposal.
FAR 52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003). Applies if any part of this Subcontract is to be performed in the State of New Mexico.
FAR 52.232-20	LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989) with ALTERNATE I (APR 1984)
FAR 52.243-2	CHANGES – COST-REIMBURSEMENT (AUG 1987), WITH ALTERNATE V (APR 1984)
FAR 52.244-2	SUBCONTRACTS (JUN 2007) with ALTERNATE I (JUN 2007). Insert in Paragraph (e): “Any subcontract or purchase order for other than “commercial items” exceeding the simplified acquisition threshold. (“Commercial item” has the meaning contained in FAR 52.202-1, Definitions.)”
DEAR 970.5245-1	PROPERTY.

FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).

FAR 52.247-63 PREFERENCE FOR U. S. FLAG AIR CARRIERS (JUNE 2003). Applies if the Subcontract involves international air transportation.

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006).

DEAR 952.247-70 FOREIGN TRAVEL (DEC 2009).

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996).

DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984). Applies if the Subcontract involves leased space that is reimbursed.

DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (AUG 2009)

APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998).

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006).

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JULY 1995), ~~excluding Paragraph (c)(1).~~

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007).

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).

FAR 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005).

FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (SEP 2006).

FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (SEP 2006).

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002).

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$700,000:

- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) if subcontract exceeds \$700,000.
- FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997) not used when 52.215-10 is included. In subcontracts greater than \$700,000.
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997). Applies if 52.215-10 applies.
- FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997). Applies if 52.215-11 applies.
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008). Applies unless there are no subcontracting possibilities.
- FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987).
- FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008), excluding paragraph (b). Applies to nonprofit organizations if they are subject to full CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
- FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008), excluding paragraph (b). Applies to nonprofit organizations if they are subject to modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
- FAR 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (OCT 2008), excluding paragraph (b).
- FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008).