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## **CLAUSE 1 - PUBLICATIONS**

A. The Seller shall closely coordinate with the Company'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 Seller shall provide the Company 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 Company will review the proposed publication and provide comments. A response shall be provided to the Seller within forty-five (45) days; otherwise, the Seller may assume that the Company has no comments. Subject to the requirements of Clause 9, the Seller agrees to address any concerns or issues identified by the Company prior to submission for publication.

B. Seller may acknowledge the Company and Government sponsorship of the work as appropriate.

## **CLAUSE 2 - NOTICES**

A. The Seller shall immediately notify the Company's Procurement Officer in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Seller arising out of the performance of this Subcontract; and (2) any claim against the Seller, 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 Seller becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the Company's Procurement Officer in writing of such circumstances, and the Seller shall take whatever action is necessary to cure such defect within the shortest possible time.

## **CLAUSE 3 - ASSIGNMENTS**

The Company may assign this Subcontract to the Government or its designee(s). Except as to assignment of payment due, the Seller shall have no right to assign or mortgage this Subcontract or any part of it without the prior written approval of the Company's Procurement Officer, 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 Seller shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.

2. The parties, upon mutual agreement, may, but are not required to, 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 Company's receipt of a claim. The parties may request the assistance of an established Ombuds 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 Company will issue a written decision on the claim.

### **B. Formal Resolution**

1. If a dispute has not been resolved by informal resolution, it may, but is not required to, 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 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL**

The parties understand that materials and information resulting from the performance of this Subcontract may be subject to export control laws and that each party is responsible for its own compliance with such laws in accordance with DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS, incorporated herein by reference.

## **CLAUSE 6 - COST ACCOUNTING STANDARDS (CAS) LIABILITY**

[Applicable to Subcontracts exceeding \$2M]

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 Seller shall be liable to the Government for any increased costs, or interest thereon, resulting from any failure of the Seller or lower-tier 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 (DEC 2007) on any Limited Rights Data furnished or delivered by the Seller 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 Company 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 Company 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 Seller 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 Seller determines that continuation of the work under this Subcontract is not practicable because of the change in security requirements, the Seller shall notify the Company's Procurement Officer in writing. Until the Company's Procurement Officer provides direction, the Seller shall protect the material as directed by the Company.

D. After receiving the written notification, the Company's Procurement Officer shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow the Seller to continue performance of work under this Subcontract.

E. Within 15 days of receiving the written notification of the Seller's stated inability to proceed, the Company's Procurement Officer 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 Seller may request the Company's Procurement Officer to terminate the Subcontract in whole or in part. The Company's Procurement Officer 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, as they exist on the effective date of this Subcontract (unless stated otherwise), with the same force and effect as if they were given in full text, as prescribed below.

The full text of the clauses may be accessed electronically at:

<https://www.acquisition.gov/>

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Seller" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean the Company, except in FAR clause 52.227-14, and DEAR clauses 970.5227-4, 952.227-11, 970.5232-3 and 52.245-1, Alternate II, in which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-AC05-00OR22725 with the Contractor. As used in DEAR clauses 952.204-72 and 952.227-9, the term "DOE" shall mean DOE/NNSA 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 Seller shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

The FAR and DEAR clauses listed below shall be applicable to this Subcontract based on the value of the Subcontract and the nature and location of the work, as indicated.

### **APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:**

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS.

Applies if the Subcontract is for unclassified research involving nuclear technology.

FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES

FAR 52.216-7 ALLOWABLE COST AND PAYMENT.

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

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES

FAR 52.222-26 EQUAL OPPORTUNITY

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997) AND ALTERNATE I. Applies only if Subcontract involves delivery of hazardous materials.

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS

DEAR 970.5227-4 AUTHORIZATION AND CONSENT, Paragraph (a).

DEAR 952.227-9 REFUND OF ROYALTIES. 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). (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 [Use one or the other below]  
RIGHTS IN DATA-GENERAL with ALTERNATE V including new paragraph G) and DEAR 927.409 revised paragraphs (a) Definitions 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.

[OR]

RIGHTS IN DATA-GENERAL with ALTERNATE IV and revised paragraph (c)(l) and DEAR 927.409,

revised paragraph (a) Definitions applies if the Subcontract is for basic or applied research to be performed solely by colleges and universities, computer software is not being developed as indicated in the Statement of Work, and no other special circumstances apply per DEAR 927.409.

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL).

Applies if the Subcontract is based upon a technical proposal.

FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX.

Applies if any part of this Subcontract is to be performed in the State of New Mexico.

DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION

FAR 52.232-20 LIMITATION OF COST. Applies if the Subcontract is fully funded.

FAR 52.232-22 LIMITATION OF FUNDS. Applies if the Subcontract is incrementally funded.

FAR 52.242-15 STOP-WORK ORDER with ALTERNATE I.

FAR 52.243-2 CHANGES - COST -REIMBURSEMENT, WITH ALTERNATE V

FAR 52.244-2 SUBCONTRACTS with ALTERNATE I. 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.)"

FAR 52.245-1 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS with Alternate II (JUN 2007). Paragraphs (e)(1), (e)(2), and revised (e)(3). Insert DEAR Subpart 945.5, after the reference to FAR Subpart 45.5).

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

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

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS.

DEAR 952.247-70 FOREIGN TRAVEL.

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

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

**APPLICABLE IF THE SUBCONTRACT IS FOR \$15,000 OR MORE:**

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$150,000:**

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

FAR 52.203-7 ANTI-KICKBACK PROCEDURES

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND  
COPYRIGHT INFRINGEMENT

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:**

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS.

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$650,000:**

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2014) . Applies  
unless there are no subcontracting possibilities.

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2M:**

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING  
DATA if subcontract exceeds \$2M.

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING  
DATA-MODIFICATIONS not used when 52.215-10 is  
included. In subcontracts greater than \$2M.

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA. Applies if  
52.215-10 applies.

FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS.  
Applies if 52.215-11 applies.

FAR 52.230-2 COST ACCOUNTING STANDARDS (Oct 2015), 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, 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, excluding paragraph (b).

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS.