



General Provisions – Educational

Table of Contents

CLAUSE 1 - PUBLICATIONS	2
CLAUSE 2 - NOTICES	2
CLAUSE 3 - ASSIGNMENTS	2
CLAUSE 4 - PAYMENT	2
CLAUSE 5 - DISPUTES	2
A.) Informal Resolution.....	2
B.) Formal Resolution	3
C.) Litigation	3
D.) Governing Law	3
CLAUSE 6 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL	3
CLAUSE 7 - COST ACCOUNTING STANDARDS (CAS) LIABILITY.....	3
CLAUSE 8 - GRATUITIES	3
CLAUSE 9 - DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA	3
CLAUSE 10 - ORDER OF PRECEDENCE	4
CLAUSE 11 - SECURITY REQUIREMENTS.....	4
CLAUSE 12 – SHIPPING TERMS – UNCLASSIFIED FOREIGN NATIONAL ACCESS DELIVERY RESTRICTION:	4
CLAUSE 13 - CLAUSES INCORPORATED BY REFERENCE	4
CLAUSE 14 - EMPLOYEE CONCERNS PROGRAM / DIFFERING PROFESSIONAL OPINIONS	5
CLAUSE 15 - PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)	5
CLAUSE 16 – INFORMATION TECHNOLOGY	7
APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:	8
APPLICABLE IF THE SUBCONTRACT IS FOR \$20,000 OR MORE:	9
APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:	9
APPLICABLE IF THE SUBCONTRACT EXCEEDS \$900,000:	9
APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2.5M:.....	10

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 11, 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 - PAYMENT

Ariba Network for Suppliers: For detailed payment information or inquiries concerning invoices and payments please access the Ariba Network account for your organization at <https://supplier.ariba.com/> or email your questions to ornlap@ornl.gov.

CLAUSE 5 - 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 6 - 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 7 - COST ACCOUNTING STANDARDS (CAS) LIABILITY

[Applicable to Subcontracts exceeding \$2.5M]

Clause 13 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 8 - GRATUITIES

Seller, its agent or anyone acting on its behalf, shall not offer any gratuity (e.g., entertainment, gift, or cash) or special treatment to any employee of Company with the intent of obtaining a subcontract or other agreement or favorable treatment. If the Company determines that the provisions of this clause were violated, it may terminate the agreement for default and pursue any other remedies provided by law or this Agreement.

CLAUSE 9 - 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 (MAY 2014) 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 10 - ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) Task Order (If applicable); (b) Subcontract Agreement; (c) Special Provisions; (d) Statement of Work; (e) General Provisions – Terms and Conditions; (f) Attachments; (g) UT-Battelle Prime Supplemental Flowdown Document.

CLAUSE 11 - 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 12 – SHIPPING TERMS – UNCLASSIFIED FOREIGN NATIONAL ACCESS DELIVERY RESTRICTION:

All deliveries coming on site to ORNL must be delivered by a United States Citizen or a Foreign National that is registered in the Foreign Access Central Tracking System (FACTS) and approved in the Personnel Access System (PAS). If a Foreign National is not approved in PAS, they will be denied entry. Deliveries made to other DOE sites or facilities must comply with site-specific access restrictions.

CLAUSE 13 - 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.

Company clauses incorporated by reference are available in the *Documents Index* and then *Special Articles and Forms* or *Exhibits* section of our website <https://contracts.ornl.gov/>.

CLAUSE 14 - EMPLOYEE CONCERNS PROGRAM / DIFFERING PROFESSIONAL OPINIONS

- (a) DOE Order 442.1B (available at <https://www.directives.doe.gov/directives-documents/400-series/0442.1-BOrder-B>) establishes an Employee Concerns Program (ECP). The ECP applies to any person working for DOE or a contractor or subcontractor on a DOE project. The ECP provides a means for employees to raise good-faith concerns that a policy or practice of DOE or one of its contractors or subcontractors should be improved, modified, or terminated. Concerns can address health, safety, the environment, management practices, fraud, waste, or reprisal for raising a concern.
- (b) DOE Order 442.2 (available at <https://www.directives.doe.gov/directives-documents/400-series/0442.2-BOrder-chg1-pgchg>) establishes the Differing Professional Opinions (DPO) process. The DPO process is available to employees of contractors or subcontractors to facilitate dialogue and resolution on technical issues involving environment, safety, and health (ES&H), which have not been resolved through routine work processes.
- (c) In addition, the Company has its own ECP and a DPO process. Subcontractor employees may raise concerns about actions of the Company or its employees directly with the Company.
- (d) The Seller must notify its employees at least annually that:
 - (1) DOE and the Company have ECPs and DPO processes.
 - (2) Employees are encouraged to first seek resolution with first-line supervisors or through other in-house complaint or dispute resolution systems.
 - (3) Employees have the right to report concerns through the Company ECP (1-888-280-0616) or the DOE ECP (1-800-701-9966), if a concern is not resolved by supervisors, or if the employee elects not to raise the concern with supervisory personnel.
 - (4) Employees have the right to report differences of professional opinion through the Company ECP (1-888-280-0616), or through the DOE DPO process using contact information contained at <https://www.energy.gov/ehss/doe-differing-professional-opinions>
 - (5) DOE and the Company will not tolerate reprisals against or intimidation of employees who have reported concerns.
- (e) Upon request, the Seller must assist DOE and the Company in resolution of employee concerns.
- (f) The Seller shall include this clause in subcontracts hereunder.

CLAUSE 15 - PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

To the extent that the work under this Agreement requires the Seller to receive or have access to PII as defined below, this Clause applies.

- (a) DEFINITIONS

- (1) "Clause" means this portion of the subcontract.
- (2) "Data" in this Clause means PII and De-Identified Data to which Company provides Seller access to provide the Services, and any information derived therefrom.
- (3) "De-Identified Data" means information from which any personally identifiable information about or relating to any Individual has been removed or coded and where there is a very low risk of identifying a particular Individual in the Data.
- (4) "Individual" in this Clause means any natural person represented in the Data.
- (5) "Law" or "Laws" in this Clause means any law, statute, rule, regulation, order, judgment, notice, opinion, guidance or ordinance of any governmental authority, legislative, judicial, quasi-judicial, regulatory body, local government, or any agencies or departments, supervising authorities, and any industry self-regulatory bodies thereof, in each case, as these may be repealed, re-enacted, amended, overruled or replaced from time to time.
- (6) "Personally Identifiable Information" or "PII" means information about a specific individual that either directly identifies the individual or can otherwise be associated to the individual. PII includes, but is not limited to, an individual's first name or first initial and last name in combination with any one or more of the following Data elements including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.
- (7) "Security Incident" means any unauthorized access, use, disclosure, modification, or destruction of Data or interference with system operations in an information system containing Data. "Security Incident" includes the re-identification of an Individual in De- Identified Data.
- (b) PERMITTED USE AND DISCLOSURE
 - (1) The Seller may use or disclose PII solely for the purpose of providing Services in accordance with this Agreement. The Seller may not use PII for its own purposes.
 - (2) The Seller agrees to allow access to PII only to those employees who need the PII to perform the Services under this Agreement. The Seller shall ensure that its employees will not discuss, divulge, or disclose any such PII to any person or entity except those persons within the Seller's organization directly concerned with the performance of the Services.
 - (3) The Seller agrees not to disclose PII to third-parties unless specifically authorized by the company in writing.
- (c) SECURITY REQUIREMENTS
 - (1) Seller will implement and maintain appropriate safeguards to prevent any use or disclosure of Data for purposes other than those permitted by this Agreement, including administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic Data that Seller creates, receives, maintains, and transmits on behalf of Company. These safeguards must meet or exceed the security controls set forth in the current National Institute of Standards and Technology (NIST) Special Publication SP 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations" or equivalent privacy and security controls. Upon request of Company, Seller will provide evidence to Company that these safeguards are in place and are properly managed. Any changes to the security safeguards shall be subject to Company approval. All electronic copies of PII must be protected with NIST FIPS 140-2 compliant encryption while in transit.
- (d) SECURITY INCIDENTS
 - (1) Seller will report all Security Incidents to Company within one (1) hour of learning of the event.
 - (2) Seller will cooperate in any investigation related to a Security Incident and will take immediate steps to mitigate harm to Individuals and Company arising from such Security Incident and reasonable mitigation efforts as requested by Company.
 - (3) Where a Security Incident was caused by Seller or Seller's personnel, agents or subcontractors, the Seller will reimburse Company for any reasonable expenses Company incurs in investigating the Security Incident (including but not limited to forensic analysis), in reporting any Security Incident as required by applicable Laws (including but not limited to governmental authorities and individuals whose Data is affected in the Security Incident), and in mitigating harm to those Individuals.
- (e) COMPLIANCE WITH LAW AND THIS CLAUSE
 - (1) The Seller shall administer a monitoring process to ensure compliance with the provisions of this clause, promptly report any breaches to the Company's technical representative, and implement immediate, appropriate corrective actions to contain and prevent recurrence.
 - (2) The Seller agrees to protect and handle all PII in accordance with applicable Federal, State, and other regulatory requirements for the collection, use, and protection of personally identifiable information.
- (f) TERMINATION
 - (1) The Company may terminate this Agreement for default if Seller or an employee of the Seller fails to comply with the provisions of this clause. The Company may also exercise any other rights and remedies provided by law or this Agreement.
 - (2) Upon termination or expiration of this Agreement, the Seller shall destroy Data and certify such

destruction in writing to Company within 60 business days of termination or expiration of the Agreement.

(g) **INSPECTIONS AND AUDITS**

- (1) Company and its auditors (including external auditors) as designated from time to time, once annually (or at an additional time if good cause exists) shall have the right to: (i) conduct an audit during business hours and upon reasonable advance notice with respect to Seller use and disclosure of Data to confirm compliance with the terms of this Agreement; and (ii) examine controls and security practices and procedures with respect to Data as set forth in Section (c) (Security Requirements).

(h) **INDEMNIFICATION**

- (1) Seller will defend, hold harmless and indemnify Company and its employees, agents, officers, directors, corporate affiliates and contractors ("Company Indemnitees") from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys' fees), which a Company Indemnitee may incur as a result of: (i) Seller's gross negligence or willful misconduct; (ii) a Security Incident caused by Seller or Seller's personnel, agents or subcontractors; or (iii) any unauthorized use or disclosure of Data by Seller or Seller's personnel, agents or subcontractors.

(i) **INSURANCE REQUIREMENT**

- (1) At all times during the Term of this Agreement and for one (1) year thereafter, Seller, at Seller's sole cost and expense, shall procure and maintain insurance in amounts and form customary in the industry for comparable businesses and sufficient for the business conducted under this Agreement, provided that they include Commercial General Liability in an amount not less than USD \$2,000,000 annual aggregate limit, Professional Liability/E&O in amounts not less than \$2,000,000 annual aggregate limit, and Cyber Liability in any amount not less than USD 2,000,000 annual aggregate limit. Insurance carriers must have an A.M. Best Rate or better of A-/VIII.

(j) **MISCELLANEOUS**

- (1) The Seller agrees to execute any additional agreements or modifications to this agreement necessary to protect the Data from disclosure or in order to comply with Company's contractual obligations, law, regulation, or its Prime Contract with the U.S. Department of Energy.
- (2) The Seller shall include this clause in all appropriate subcontracts. However, such provision in the subcontracts shall not relieve Seller of its obligation to assure compliance with the provisions of this clause.
- (3) Seller obtains no rights in the Data and expressly disclaims all right of ownership thereto. Seller agrees, and shall ensure, that the PII will at all times remain within the United States.

CLAUSE 16 – INFORMATION TECHNOLOGY

- (a) Seller and all sub-tier subcontractors must comply with the Contractor Requirements Document (CRD) of DOE O 205.1D and have supply chain management and System Development Lifecycle (SDLC) processes meeting the requirements of DOE O 205.1D and NIST SP 800-161.

- (1) Applicability. This requirement applies only when identified by Buyer as applicable to the purchase order, including procurements of information technology (IT), operational technology (OT), software, cloud or other information services, or other products or services that: (i) collect, create, process, transmit, store, or disseminate DOE information or data on an information system or OT for or on behalf of DOE; (ii) connect to, interface with, or may affect the security of Buyer's or DOE's information systems or OT; or (iii) support safety, environmental, health, security, quality, or other mission-essential functions, as determined by Buyer.
- (2) Cybersecurity supply-chain requirements. Seller shall comply with the applicable cybersecurity requirements identified by Buyer that are derived from the Contractor Requirements Document (CRD) of DOE O 205.1D, Department of Energy Cybersecurity Program. Seller shall maintain policies and processes, commensurate with the risk and nature of the products or services provided, that address cybersecurity supply-chain risk management, secure system/software development life cycle practices where applicable, and software bill of materials requirements where applicable, consistent with DOE O 205.1D and NIST SP 800-161.
- (3) Flowdown. Seller shall flow down these requirements to lower-tier subcontractors and suppliers to the extent necessary for Seller to meet the requirements of this purchase order and to the extent the lower-tier work, product, software, service, system, or component is within the scope of this provision.

CLAUSE 17 – CRITIQUES, REVIEWS, AND CAUSAL ANALYSES

The Subcontractor shall cooperate with ORNL Critique and Causal Analysis programs in any event, incident, or undesirable condition arising from the performance of this subcontract. Such cooperation includes providing timely access to personnel, information, and documentation necessary to support ORNL's reviews, critiques, and causal analyses.

The Subcontractor shall comply with all applicable ORNL procedures related to event and issue reporting, critique activities, and causal analysis, and shall participate as required to support issues management, prevent recurrence, and ensure safe, compliant operations.

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 52.215-2 (Alternate II) AUDIT AND RECORDS-NEGOTIATION

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 52.222-50 COMBATING TRAFFICKING IN PERSONS

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (Feb 2021)
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.)

FAR 52.227-14 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.

FAR 52.227-14 RIGHTS IN DATA-GENERAL with ALTERNATE IV and revised paragraph (c)(I) 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 52.245-1 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-
HOUR CONTRACTS with Alternate II (Apr 2012). 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.

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APPLIES TO PROCUREMENTS GREATER THAN
SIMPLIFIED ACQUISITION THRESHOLD)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (APPLIES TO
PROCUREMENTS GREATER THAN SIMPLIFIED ACQUISITION THRESHOLD)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (APPLIES TO
PROCUREMENTS GREATER THAN SIMPLIFIED ACQUISITION THRESHOLD)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APPLIES TO
PROCUREMENTS GREATER THAN \$200,000)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(APPLIES TO PROCUREMENTS GREATER THAN SIMPLIFIED ACQUISITION THRESHOLD)

Supplier Code of Conduct (BSD-CS-2280) (Company – Feb 2025)

APPLICABLE IF THE SUBCONTRACT IS FOR \$20,000 OR MORE:

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS.

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$900,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2025).
Applies unless there are no subcontracting possibilities.

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2.5M:

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
If subcontract exceeds \$2.5M.

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 \$2.5M.

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 (Jun 2020), 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.