

CONSULTANT AGREEMENT



Lawrence Livermore National Laboratory
Supply Chain Management Department
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

Consultant:

Name
Address
City, State, Zip

LLNS Consultant Office Administrator:

COA Name
Phone: (925) 42_-_____
Fax: (925) 42_-_____
E-Mail: _____@llnl.gov

Introduction

This Consultant Agreement (hereinafter called "Agreement") is entered into by and between Lawrence Livermore National Security, LLC (hereinafter called "LLNS"), and the party identified above as the "Consultant".

This Agreement is entered into pursuant to, and is a Agreement under, Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called "Government") represented by the Department of Energy National Nuclear Security Administration (hereinafter called "DOE/NNSA") for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL") and the performance of certain research and development work.

LLNS desires to utilize the expert advice and consultation assistance of Consultant in the field in which Consultant has professional qualifications, as specified herein (hereinafter called "Services").

Agreement

The parties agree to perform their respective obligations in accordance with the Schedule of Clauses of this Agreement and any documents referenced or incorporated therein, which shall collectively constitute the entire Agreement and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

[TITLE, FIRST AND LAST NAME]

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY: _____

BY: _____

COA Name

DATE: _____

TITLE: _____

Consultant Office Administrator
LLNL Supply Chain Management
Department

DATE: _____

**SCHEDULE OF CLAUSES
FOR
CONSULTANT AGREEMENT
WITH
[CONSULTANT NAME]**

CLAUSE 1 – PERIOD OF PERFORMANCE AND TERMINATION

[SELECT]

A. The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through _____, and may be renewed upon the mutual agreement of the parties hereto.

[OR - IF ON-SITE AND INSURANCE CERTS/WSAPP SUBMITTALS ARE REQUIRED.]

A. The completion date for the work under this Agreement will be identified in the Notice to Proceed identified in Clause 11, Safety-Related Requirements, paragraph B. Work shall be completed within ____ weeks after the Notice to Proceed effective date.

B. Either LLNS or the Consultant may terminate this Agreement at any time by giving the other party written notice of such action. Such written notice shall specify the date such termination is effective. The liability of LLNS for termination of this Agreement is limited to those costs or charges payable in accordance with the payment provisions of this Agreement for the Services performed or furnished prior to the effective date of termination.

CLAUSE 2 - DESCRIPTION OF THE CONSULTING SERVICES

A. The Services to be performed and the related project(s) are described below:

Description of the Project(s)

[Description]

Description of the Services

[Description]

B. This Agreement authorizes performance of the Services for a total of _____ **days**; which shall not be exceeded without the prior written approval of the LLNS Consultant Office Administrator.

[Alternate – for multi directorates only]

B. This Agreement authorizes performance of the Services for a total of **60 days** as follows.

Organization	Authorized Consulting Days
Nonproliferation, Arms Control, & International Directorate	20 days
Energy & Environment Directoate	15 days
Safety & Environmental Protection Directorate	25 days

The maximum number of days authorized for each individual Directorate shall not be exceeded without the prior written approval of the LLNS Consultant Office Administrator. Exceeding the authorized number of days for any individual Directorate is considered to be unauthorized service and may not be payable, even if the overall total authorized days for this Agreement has not been exceeded.

- C. The Services shall commence only when the Services have been requested by the LLNS Technical Representative as specified below. This Agreement does not guarantee any usage of the Services, and approved usage shall not exceed the maximum days authorized by LLNS.
- D. The Services shall be performed at _____. Any Services to be performed at sites other than those listed above must have the prior approval of the LLNS Consultant Office Administrator.

The Consultant shall not make an appearance on behalf of LLNS at a congressional office or a federal agency, including military organizations, without a LLNS employee present.

CLAUSE 3 - COMPENSATION AND PAYMENT

- A. LLNS will pay the Consultant the fixed daily fee of \$_____ for each full day of service. Payment will be made in hourly increments, up to a maximum of eight hours per work day. Travel time will not be compensable.
- B. LLNS' Claim for Consulting Services and Consultant Travel Expense Worksheet forms shall be used for claiming the consulting fee, miscellaneous, and travel expenses. In order to expedite processing of a claim, the Consultant shall include sufficient detail on the form to clearly identify the task or project and, if necessary, attach supporting documentation.
- C. All claim forms, with supporting documentation, shall be submitted to the Consultant Office Administration Section electronically by E-Mail at: claims@llnl.gov, or mailed to the following address:

Lawrence Livermore National Laboratory
Attention: Consultant Office Administration Section, L-650
P.O. Box 5012
Livermore, CA 94551
- D. During the term of this Agreement, Consultant shall notify LLNS immediately of acceptance of, or intent to accept, any form of compensation from any other activity of LLNS. Consultant agrees that upon acceptance of, or notification to LLNS of the intent to accept such compensation, LLNS may modify this Agreement, including those terms governing amounts payable to Consultant hereunder, to an extent consistent with LLNS' then current and applicable policies and practices.

[Y/N – IF FEDERAL FORM W-9 / W-8BEN IS NOT LISTED IN iDOCMAN/STELLEMENT, SELECT ONE OF THE FOLLOWING TWO TAX FORMS PARAGRAPHS. (See Tax Forms Decision Chart.)]

(1) [Select for U.S. Consultant]

E. Federal Tax Forms

Prior to issuing the initial claim under this Agreement, the Consultant shall submit Federal Tax Form W-9, *Request for Taxpayer Identification Number and Certification*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference C_____ on all correspondence. NOTE: Unless LLNS receives a completed Tax Form W-9, payments for services performed under this Agreement shall be subject to federal backup withholding, currently at a rate of 28 percent.

(2) [Select for Non-U.S. Consultant]

E. Federal Tax Forms

Prior to issuing the initial claim under this Agreement, the Consultant shall submit Federal Tax Form W-8BEN, *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference C_____ on all correspondence. NOTE: Unless LLNS receives a completed Tax Form W-8BEN, payments for services performed under this Agreement shall be subject to federal backup withholding, currently at a rate of 30 percent.

[Y/N – SELECT ONE OF THE FOLLOWING TWO TAX FORMS PARAGRAPHS. (See Tax Forms Decision Chart.)]

(1) [Select if service will be performed by a CA Consultant, but CA Form 590 is not listed in iDocMan/Stellent.]

F. California Tax Forms

Prior to issuing the initial claim under this Agreement, the Consultant shall submit California Tax Form 590, *Withholding Exemption Certificate*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference C_____ on all correspondence. NOTE: Unless LLNS receives a completed Tax Form 590, payments for services performed under this Agreement shall be subject to California backup withholding, currently at a rate of 7 percent.

(2) [Select if service will be performed by a non-CA Consultant. NOTE: This paragraph must be included in all Agreements meeting this scenario even if Tax Form 587 is listed in iDocMan/Stellent.]

F. California Tax Forms

Prior to issuing the initial claim under this Agreement, the Consultant shall submit California Tax Form 587, *Nonresident Withholding Allocation Worksheet*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference C_____ on all correspondence. NOTE: Unless LLNS receives a completed Tax Form 587, payments for services performed

under this Agreement shall be subject to California backup withholding, currently at a rate of 7 percent.

For a waiver or reduced withholding rate on payments of California source income, submit California Form 588, *Nonresident Withholding Waiver Request*, or California Form 589, *Nonresident Reduced Withholding Request* directly to the Franchise Tax Board (FTB). California Tax Form 587 must still be submitted to LLNS as directed above. Send a copy of the waiver or reduced rate authorization letter received from the FTB to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384.

[INCLUDE THE FOLLOWING FOR ALL SERVICES.]

G. Location of Services

Separately identify on each invoice (by state) the amount(s) being invoiced for work performed in each state (include hours and dollars). If work will only be performed in one state, indicate accordingly.

CLAUSE 4 - EXTENT AND CHARACTER OF SERVICES

- A. The relationship of the Consultant to LLNS is that of an independent contractor and nothing contained herein shall be construed as creating any other relationship. The Consultant, as an independent contractor, agrees to assume all risk associated with **his/her** activities under this Agreement; to indemnify and hold harmless LLNS, its employees, officers, and agents from any liability, cost or expense arising out of or resulting from such activities; and to obtain all the insurance necessary for Consultant's protection in connection with **his/her** performance of this Agreement.
- B. The Consultant shall adopt, subject to LLNS' approval, such arrangements as Consultant may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided further that the Services shall be performed in a manner calculated to attain the most satisfactory results for LLNS. The Consultant, as an independent contractor, shall personally advise on such matters and at such point or points and for such periods as requested by LLNS and as agreed by the parties hereto.
- C. The Consultant shall not subcontract with or otherwise employ anyone to provide or perform any of the Services called for under this Agreement without prior written approval of LLNS.
- D. All materials and equipment furnished by LLNS hereunder are to be and shall remain the sole property of the U.S. Government and shall be returned to LLNS within 60 days after the expiration or earlier termination of this Agreement.

CLAUSE 5 - TRAVEL

- A. All foreign travel must have prior approval from LLNS and DOE/NNSA. Additionally, if traveling to a country listed on the *DOE List of Sensitive Countries*, the Consultant shall be subject to a pre-brief and debrief meeting conducted by the LLNL SAFE Office and shall assist

the LLNS Technical Representative with completion of all required forms to be submitted to the Export Control Office. See the Consultant Travel Policy, Foreign Travel section for more details.

- B. Expenses incurred by the Consultant for travel that is required and has been authorized by LLNS will be reimbursed in accordance with the Consultant Travel Policy and federal travel regulations applicable to the Prime Contract, upon the submission by the Consultant of a properly certified Travel Expense Worksheet and such other reasonable documentation as LLNS may require.
- C. The travel shall be from Consultant's business address, as indicated above, or from any place where Consultant may be located when called upon to travel in performance of the Services, and for Consultant's return to any point, provided the reimbursement will not exceed the cost of returning to the location where the travel originated.

CLAUSE 6 - COORDINATION AND ADMINISTRATION

- A. The **LLNS Consultant Office Administrator** for this Agreement is _____ (925) 42_-_____. All matters relating to the non-technical interpretation, administration, and performance of this Agreement shall be directed to the LLNS Consultant Office Administrator. The Consultant shall direct all notices and requests for approval to the LLNS Consultant Office Administrator.
- B. The **LLNS Technical Representative(s)** under this Agreement **is/are** _____ (925) 42_-_____, who will represent LLNS in matters relating to the technical performance of the Services. The LLNS Technical Representative(s) will interpret the technical requirements of the Services and determine the emphasis and direction of the Consultant in the conduct of the Services.

CLAUSE 7 - CONDUCT OF CONSULTANT

- A. Gratuity

The Consultant shall not accept any gratuity or special favor from individuals or organizations with whom LLNS is doing business, or proposing to do business, in accomplishing the Services under this Agreement, under circumstances which might reasonably be interpreted as an attempt to influence the Consultant in the conduct of **his/her** duties.

- B. Use of Information

Except as may otherwise be specifically provided in this Agreement, the Consultant agrees to maintain in confidence, not use for personal gain or other purposes, and not release, reproduce, distribute, or publish any data or information furnished or disclosed by LLNS or obtained by the Consultant in the performance of this Agreement, or authorize others to do so, without the written permission of the LLNS Consultant Office Administrator. This obligation shall survive the termination or expiration of this Agreement.

It is further agreed that all rights and title to the data or information furnished or disclosed under this Agreement shall remain the property of LLNS, and the furnishing or disclosure of any data

or information by LLNS does not constitute any grant or license to the Consultant with respect thereto or any legal rights now or hereafter held by LLNS.

This obligation shall not apply to any data or information that (a) the Consultant can demonstrate by written record was previously known to him/her; (b) is or becomes available to the public through no fault of the Consultant; or (c) is lawfully obtained by the Consultant from a third party and is not subject to an obligation of confidentiality owed to the third party.

C. Equal Employment Opportunity

Unless this Agreement is exempt, the Consultant shall comply with the rules and regulations and relevant orders of the Secretary of Labor regarding equal employment opportunity issued under Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967. The contractual provisions prescribed by Section 202 of Executive Order 11246 are incorporated herein by reference.

CLAUSE 8 - ASSIGNMENT

- A. This Agreement may be assigned by LLNS to the U.S. Government or a successor-in-interest.
- B. The Consultant shall have no right, power or authority to sell, mortgage, transfer or assign this Agreement, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of LLNS.

CLAUSE 9 - RIGHT TO INVENTIONS; CLASS WAIVER

LLNS will have the right of election to any and all inventions which are conceived and/or first reduced to practice under this Agreement, in accordance with Class Waiver No. W(C)-90-014, a copy of which is available from the LLNS Consultant Office Administrator. All subject inventions will be treated as if they arose under the Prime Contract, and LLNS will have the administrative responsibility for reporting such inventions to the DOE/NNSA.

CLAUSE 10 - CONFLICT OF INTEREST

- A. Consultant recognizes LLNS is a prime contractor of the U.S. Government and LLNS desires to have the Consultant refrain from activities on behalf of LLNS and the Government which could be interpreted as creating a conflict of interest for the Consultant.
- B. The Consultant warrants and represents to the best of his/her knowledge he/she has no direct or indirect private interest (including corporate stockholdings or other business agreements and obligations) which is or may appear to be incompatible with the Consultant's services under this Agreement.
- C. The Consultant agrees to avoid any activities which may influence the decisions of LLNS (including participation in proposal, design, or negotiation phases of LLNS' procurements) or which directly or indirectly affect the interest of LLNS or the Government where the Consultant has a personal interest in the matter which may be incompatible with the interest of LLNS or the

Government, and to promptly notify LLNS regarding any change in Consultant's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest. **[Y/N]**The Consultant also agrees to recuse himself/herself from any discussions regarding his/her current client, [_____], and any future clients whom he/she knows to be conducting business with LLNS.

CLAUSE 11 – SAFETY-RELATED REQUIREMENTS

A. General

The Consultant shall comply with, and assist LLNS and the DOE/NNSA in complying with, all **Environment, Safety, and Health** (ES&H) requirements, training, and associated safety documents referenced, attached, or incorporated to this Agreement, and any other safety-related documents submitted by the Consultant and reviewed and accepted by LLNS.

The Consultant shall comply with all instructions, controls, and precautions communicated to the Subcontractor by the LLNS Technical Representative, or designee, regarding any applicable area hazards associated with the Consultant's work at the LLNL site.

[SELECT IF NO SUBMITTALS ARE REQUIRED.]

B. Notice to Proceed

The Consultant is authorized to commence all work under this Agreement upon receipt of a fully executed Agreement and shall coordinate the scheduling, training and release of the work with the LLNS Technical Representative.

[SELECT IF ONLY INSURANCE CERTS/WSAPP REQUIRED.]

B. Notice to Proceed

The Consultant may not commence any work until the LLNS Contract Administrator issues a written Notice to Proceed. The LLNS Contract Administrator will not issue the Notice to Proceed until the Consultant has submitted, and LLNS has accepted, the following.

Insurance Certificate(s) and Required Endorsements (See the INDEMNIFICATION AND INSURANCE PROVISIONS attachment.)

[SELECT IF WSAPP APPLIES]

Workplace Substance Abuse Program Plan (WSAPP) Certification **[SELECT]**(With no TDPs) (Type 1) **[OR]**(With TDPs) (Type 3) (See the CLAUSES INCORPORATED BY REFERENCE, DEAR clause entitled, *WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES.*)

[Y/N-SELECT IF WORK WILL BE PERFORMED AT A LOCATION OTHER THAN CONSULTANT'S RESIDENCE OR BUSINESS LOCATION.]

X. Off-Site Work Locations

The Consultant is responsible for being informed of any potential hazards at all off-site locations and taking appropriate precautions, as the Consultant deems necessary, including communicating with and/or being escorted by a knowledgeable Point of Contact (POC) who will inform them of any potential hazards. Should the Consultant encounter any hazards considered unacceptable, the

Consultant should suspend **his/her** activity and report the matter to the POC and the LLNS Technical Representative as soon as possible.

CLAUSE 12 – TRAINING REQUIREMENTS

The training requirements listed below are specific to the work which will be performed under this Agreement. The Consultant working on-site shall satisfactorily complete the training before commencing work on-site. The Consultant shall coordinate the scheduling and location for this training with the LLNS Technical Representative.

[List course number, name, course hours, etc. – OR – None]

[Y/N-SELECT THE FOLLOWING IF THE CONSULTANT WILL BE PERFORMING ON-SITE WORK AT SITE 300.]

HS0095-W, Site 300 Safety Orientation Training (.5 hrs.)

HS0096-W, Valley Fever Awareness Training (.5 hrs.)

[SELECT IF CONSULTANT WILL HAVE ACCESS TO ANY LLNL COMPUTER RESOURCES. INCLUDE IF SITE 300 WEB BASED TRAINING IS INVOLVED.]

CLAUSE 13 – ACCESS TO LLNL COMPUTER RESOURCES

- A. The performance of this Agreement may require the Consultant to use or connect with LLNL computer resources (i.e., computers or computer networks). Any such access and use shall comply with Department of Energy Acquisition Regulation (DEAR) 952.204-77, *Computer Security* (AUG 2006) which is hereby incorporated by reference into this Agreement; and shall be in accordance with and subject to LLNL Cyber Security Program (LLNL CSP) requirements, including the following:
1. Approval to access specific LLNL computer resources shall be obtained from the appropriate LLNL Information Systems Security Officer (ISSO), through the LLNS Technical Representative.
 2. Access to LLNL computer resources by the Consultant is only permitted as required to perform the work authorized under this Agreement. Classified computer resources or information shall not be accessed or attempted to be accessed without specific written authorization from the LLNL CSP. Personal and non-work-related use of LLNL computer resources by the Consultant is prohibited.
 3. Only a Consultant who is a U.S. citizen may access or use LLNL computer resources, unless specific written authorization is granted for each non-U.S. citizen by the LLNL CSP.
 4. Only the approved Virtual Private Network (VPN), Open Terminal Server (OTS) modem pool, or **High Performance Computing (HPC) Enclave access** methods shall be used to access unclassified LLNL resources. All unclassified computer systems with modems other than facsimile machines must be configured with auto-answer turned off. Modems are prohibited on classified systems.

5. All software used by the Consultant on LLNL computer resources must be appropriately acquired and used according to the applicable licensing agreements.
 6. All information or data furnished by LLNS or obtained from or developed on a LLNL computer resource by the Consultant shall be treated as confidential and protected by the Consultant to prevent disclosure to any persons other than those authorized by LLNS.
 7. Computer passwords used by the Consultant for LLNL computer resources shall comply with the applicable rules and be protected to prevent disclosure to other persons. If a computer password is disclosed, or disclosure is suspected, the Consultant shall immediately notify the LLNS Technical Representative and arrange for replacement of the password.
 8. The use at the LLNL of any non-LLNL computing or video conferencing equipment with electronic data transfer capabilities (e.g., personal computers, including portables, laptops, electronic notebooks, personal digital assistants, and handhelds) may not be connected to or used to communicate with any LLNL computer resources without the written approval of the LLNS Technical Representative and the LLNL CSP.
- B. These requirements shall be applicable whether such access is at the LLNL, at the Consultant's facility, or elsewhere. The Consultant shall report any suspected or actual computer security incident as soon as possible to the appropriate ISSO or, if the ISSO is not available, then directly to the LLNL CSP.
- C. LLNS may monitor the use of LLNL computer resources by network operating software, reviewing the contents of all LLNL computer resources and any computers used to access LLNL computer resources, and other appropriate means.
- D. If the Consultant does not comply with the provisions of this article, LLNS may withdraw the Consultant's access to LLNL computer resources. Misuse of LLNL computer resources may be a violation of law and could result in appropriate action, including termination for default and/or criminal prosecution.

CLAUSE # – JURISDICTION, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. The parties consent to venue in and the exclusive jurisdiction of the state and federal courts located in Alameda County, California. Any controversy or claim arising out of or relating to the Services which cannot be resolved by good faith discussions between us may be submitted to voluntary non-binding mediation at the request of either party, with each bearing its own costs of such mediation and one-half the costs of the mediator (who shall be acceptable to both parties). If mediation is not successful within a reasonable period of time, then either party can pursue any remedy available or appropriate, including litigation; provided that LLNS will be free to seek equitable relief for any breach by the Consultant of the confidentiality obligations of this Agreement without first seeking to resolve such matter pursuant to the provisions of this paragraph.

CLAUSE # – SURVIVAL OF TERMS

Those provisions of this Agreement that, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive.

CLAUSE # – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

CLAUSE # - INCORPORATED DOCUMENTS

The following documents and forms are hereby incorporated into this Agreement and are referenced, or attached hereto. In these documents, the term “Agreement” shall mean this Agreement and the term “Subcontractor” shall mean the Consultant.

[ADD / DELETE AS APPROPRIATE]

Documents

CONSULTANT TRAVEL POLICY (10/29/10) *

[SELECT FOR ANY ON-SITE WORK]

SECURITY AND SITE ACCESS PROVISIONS (S&SAP, 06/03/11) *

[SELECT IF ES&H WAL B OR C]

[NOTE: SEE SP 23.6 FOR OTHER ISM RELATED DOCUMENTATION REQUIREMENTS, e.g., Worker Safety and Health Program Reqmts. para., ES&H Provisions Attachment, TIP List, etc.]

SUBCONTRACTOR AREA HAZARDS CONTROL LIST (SAHCL) (Date)

INDEMNIFICATION AND INSURANCE PROVISIONS (I&I – Consultant Services; 03/09/11) *

[ADD / DELETE AS APPROPRIATE]

Forms

[SELECT IF WSAPP APPLIES]

WORKPLACE SUBSTANCE ABUSE PROGRAM PLAN (WSAPP) CERTIFICATION **[SELECT]**(WITH NO TDPs) (TYPE 1) **[OR]**(WITH TDPs) (TYPE 3) *

* The documents and forms marked with an asterisk, as well as links to Federal and State Tax Forms websites, are available on-line at the following website: <https://supplychain.llnl.gov/> (under Consultant Office or under Supplier Information, select either General Provisions & Forms, or Special Provisions).

[Y/N]In the event any attachments, specifications, drawings or other documents referenced or incorporated in this Agreement reference “The Regents of the University of California”, “University”, or “U.C.”, all such references shall mean “Lawrence Livermore National Security, LLC” or “LLNS”, respectively.

CLAUSE # - CLAUSES INCORPORATED BY REFERENCE

A. The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the U.S. 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. The full text of the clauses may be accessed electronically at <http://www.arnet.gov/far/> (FAR) and <http://www.pr.doe.gov/dear.html> (DEAR).

- B. As used in the clauses, the term “contract” shall mean the Agreement; the term “Contractor” shall mean the Consultant; and the terms “Government” and “Contracting Officer” shall mean LLNS, except in FAR clauses 52.227-16 and 52.227-17, in which clauses “Government” shall mean the U. S. Government and “Contracting Officer” shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS.
- C. 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.

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
FAR 52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
DEAR 952.204-2	SECURITY (MAY 2002)
DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Agreement involves either: 1) access to classified information or unrestricted access to "limited" or "exclusion" security areas; or 2) any of the hazardous activities stipulated in 10 CFR 707.2.
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), excluding paragraph (d)

[INCLUDE THE FOLLOWING CLAUSES IF THE AGREEMENT EXCEEDS \$150,000]

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010), excluding paragraph (c)(1)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009). The period of ineligibility shall be five years.

CLAUSE # - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Agreement, the Consultant certifies, to the best of his/her knowledge and belief, he/she is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

(END OF SCHEDULE OF CLAUSES)