


[NOTE: Reminder to review for Professional Liability Insurance applicability.]

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| CONSULTANT AGREEMENT # C _____ |  Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 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. Pursuant to the DOE’s policy objectives and Small Business Administration reporting requirements, the existence of this Agreement and certain related information including the Agreement description, value, and place of performance and the Consultant’s name, address and socio-economic attributes will be disclosed to the Small Business Administration and published on www.data.gov.

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 Dept.

DATE: _____

**SCHEDULE OF CLAUSES
FOR
CONSULTANT AGREEMENT # C _____
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.

| Directorate | 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, or to any third party 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' Form entitled, *Claim for Consulting Services and Travel Expense Report*, shall be used for claiming the consulting fee 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 along with a breakdown of the activities performed and, if necessary, attach supporting documentation.
- C. All claim forms, with supporting documentation, shall be submitted on a monthly basis to the SASS Group electronically by E-Mail at: <mailto:sass@llnl.gov>, or mailed to the following address:

Lawrence Livermore National Laboratory
Attention: SASS, 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.

[INCLUDE THE FOLLOWING FOR ALL SERVICES]

E. Federal and State Reporting and Withholding Requirements

LLNS is required to report and withhold income, as may be applicable, on payments for services (e.g., labor, travel, etc.) performed for LLNS. LLNS must, therefore, request certain certifications, exemption / classification status, and other tax related information via tax forms. Depending on your exemption status, withholding may apply.

LLNS requires both a Federal (W-9 or W-8BEN) and California State (587 or 590) tax form to be on file prior to issuing the initial claim under this Agreement. (NOTE: California Form 587, if applicable, is required for each and every Agreement.) Links to the Federal and State Tax Forms websites are available on-line at the following website: <https://supplychain.llnl.gov/> (under Supplier Information, General Provisions & Forms). Tax forms shall be sent to LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-435, Livermore, CA 94551; or by Fax to: (925) 422-0310. Please reference BXXXXXX on all correspondence.

For Consultants requesting a waiver (California Form 588) or reduced withholding rate (California Form 589) on payments of California source income, submit form directly to the Franchise Tax Board (FTB). 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-435, Livermore, CA 94551; or by Fax to: (925) 422-0310.

Tax form questions should be directed to the Financial Services Help Desk at (925) 424-4444. Failure to submit required tax forms in a timely manner will result in significant delays in payment of invoices and/or amounts withheld unnecessarily.

[INCLUDE THE FOLLOWING FOR ALL SERVICES]

F. Location of Services

Specify the location of services (e.g., labor, travel, etc.) by state on each invoice including the invoiced amount(s) for each (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, the Consultant shall coordinate with the LLNS Technical Representative to verify if the foreign destination is on the *DOE List of Sensitive Countries*. If traveling to a sensitive country, the Consultant must be pre-briefed 30 days prior to departure and debriefed upon return. Contact the LLNL Counterintelligence Program Office at (925) 422-5557 to schedule all briefings. The Consultant shall also assist the LLNS Technical Representative with completion of all required forms to be submitted to the Export Control Office when traveling to a sensitive country.
- B. Expenses incurred by the Consultant for travel that is required and has been authorized by LLNS will be reimbursed in accordance with the incorporated Travel Expense Rules upon submission of a properly certified Travel Expense Worksheet and such other reasonable documentation as LLNS may require. As used in the Travel Expense Rules, the term Subcontractor shall mean Consultant and Subcontract shall mean Consultant Agreement.
- 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. The LLNS Technical Representative(s) **is/are** not authorized to execute on behalf of LLNS any Consultant provided terms, conditions, or representations without consent from the LLNS Contract Administrator. This includes end-use certifications and representations.

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.

D. Prohibition on Lobbying

1. Definition

For purposes of this Agreement, lobbying activities include any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body. Excepted from this definition is providing technical and factual information on a topic directly related to the performance of this Agreement through hearing testimony, statements or letters to the Congress or a state legislature, or cognizant staff member thereof, in response to a documented request.

2. Unallowable Lobbying Costs

It is LLNS policy that LLNS employees, Subcontractors, Consultants or paid representatives shall not use Government appropriated funds to lobby or pay any person to lobby on LLNS' behalf. Therefore, any costs incurred by Consultant to perform lobbying activities are not allowable under this Agreement and the Consultant shall ensure no lobbying costs are included in Consultant's invoices. The Consultant shall reimburse LLNS if any payments made by LLNS to Consultant are subsequently determined by DOE/NNSA to involve lobbying activities.

3. Notification

If there is any conflict between the statement of work and this policy, the Consultant shall immediately notify, in writing, the LLNS Consultant Office Administrator and provide a specific explanation together with any supporting information and documentation.

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. IF SELECTED, THE ACCESS TO LLNL COMPUTER RESOURCES PROVISIONS ATTACHMENT MUST ALSO BE INCORPORATED.]

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

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

* Training - available at <https://www-training.llnl.gov/training/>

CLAUSE 13 – 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 14 – 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 15 – 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.

[SELECT FOR ANY ON-SITE WORK]

CLAUSE 16 - LLNL SITE ACCESS BADGING REQUIREMENTS

In addition to the requirements of the incorporated SECURITY AND SITE ACCESS PROVISIONS, individuals must show proper identification prior to gaining access to LLNL.

U.S. citizens entering LLNL will be required to show a valid driver's license from a jurisdiction that meets the requirements of the REAL ID Act of 2005, identify themselves as U.S. citizens, and provide other identifying information such as a social security number. Information regarding the REAL ID Act, its requirements, and a list of noncompliant states may be found at <http://www.dhs.gov/real-id-enforcement-brief>. If an individual holds a license from a noncompliant jurisdiction, they will be required to show a secondary form of identification (i.e., U.S. passport, U.S. passport card, or U.S. military ID card) in order to be granted access to LLNL.

Foreign nationals entering LLNL will be required to show proper identification from the following list to establish identity and legal status in the United States:

- A legal permanent resident must show a valid Permanent Residency Card (green card); or Alien Documentation, Identification and Telecommunication (ADIT) stamp.
- A nonimmigrant foreign national must show a current passport with a valid I-94 card or printout (available from www.cbp.gov/I94); Visa Waiver Program travelers must provide a valid passport with an admission stamp.
- A nonimmigrant foreign national with an I-94 valid for *duration of status* must also produce the proper supporting documentation indicative of current status (e.g., DS-2019, I-20, EAD, etc.).
- Canadian citizens must provide a valid passport with entry stamp or a valid I-94.

CLAUSE 17 - 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

TRAVEL EXPENSE RULES (05/23/16) *

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

ACCESS TO LLNL COMPUTER RESOURCES PROVISIONS (ACCESS TO LLNL COMPUTERS; 05/23/16) *

[SELECT FOR ANY ON-SITE WORK]

SECURITY AND SITE ACCESS PROVISIONS (S&SAP, 02/01/17) *

[SELECT FOR ANY ON-SITE WORK]

INJURY AND ILLNESS REPORTING PROVISIONS (INJURY & ILLNESS REPORTING; 02/17/15) *

[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, JHA, etc.]

SUBCONTRACTOR AREA HAZARDS CONTROL LIST (SAHCL) (Date)

INDEMNIFICATION AND INSURANCE PROVISIONS (I&I – Consultant Services; 05/23/16) *

[ADD / DELETE AS APPROPRIATE]

Forms

CLAIM FOR CONSULTING SERVICES AND TRAVEL EXPENSE REPORT (02/17/15) *

[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 18 - 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 this Agreement 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 (MAR 2011) |
| DEAR 952.204-70 | CLASSIFICATION/DECLASSIFICATION (SEP 1997) |
| DEAR 952.209-72 | ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009). The period of ineligibility shall be five years. |
| 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" 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 (MAY 2014), excluding paragraph (c)(1) |
| FAR 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) |

[Y/N-INCLUDE IF CONSULTANT CURRENTLY IN SAM. IF SAMPLE AGREEMENT THEN INCLUDE CLAUSE. REMOVE CLAUSE FROM AWARD IF CONSULTANT NOT IN SAM PRIOR TO AWARD.]

CLAUSE 18 - SYSTEM FOR AWARD MANAGEMENT (SAM) MAINTENANCE

The Consultant **should** maintain an *Active* SAM registration during the performance of this Agreement. The Consultant is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete.

CLAUSE 19 - 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)