



LAWRENCE LIVERMORE NATIONAL LABORATORY
GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS
(Domestic Educational Institutions & Nonprofit Organizations)

CLAUSE 1 - DEFINITIONS

As used herein, the following terms have the indicated meanings:

"CFR" means the U.S. Code of Federal Regulations.

"DEAR" means the Department of Energy Acquisition Regulations.

"DOE/NNSA" means the U.S. Department of Energy National Nuclear Security Administration.

"FAR" means the Federal Acquisition Regulations.

"Government" means the U.S. Government.

"LLNL" means the Lawrence Livermore National Laboratory.

"LLNS" means Lawrence Livermore National Security, LLC.

"Subcontract" means the purchase order, subcontract, or agreement entered into with the Subcontractor which includes these GENERAL PROVISIONS.

"Subcontractor" means the party who entered into the Subcontract with the LLNS, as identified in the Subcontract.

CLAUSE 2 - SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

A. As used in this clause:

1. Team Member includes the entities identified at <https://www.llnslc.com/index.html#team>.
2. Team Member Affiliate means any person or entity which is an affiliate of any Team Member. The term affiliate is defined at FAR 2.101.

B. Because of restrictions in the contract between DOE/NNSA and Lawrence Livermore National Security, LLC (hereinafter "LLNS") concerning the payment of fee or profit when subcontracting with any Team Member or any Team Member Affiliate, as well as Organizational Conflict of Interest concerns, neither the Subcontractor nor any tier of its lower tier subcontractors or suppliers may enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under this Subcontract without the advance written approval of the Contract Analyst.

C. The Subcontractor shall include the substance of this clause in all of its lower tier subcontracts and purchase orders.

CLAUSE 3 - PUBLICATIONS

A. The Subcontractor shall closely coordinate with the LLNS Technical Representative regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under the Subcontract. The Subcontractor shall provide LLNS an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under the Subcontract at least 45 calendar days prior to their submission for publication. The LLNS Technical Representative will review the proposed publication and provide comments. A response shall be provided to the Subcontractor within 45 calendar days; otherwise, the Subcontractor may assume that LLNS has no comments. Subject to the *SECURITY REQUIREMENTS, EXPORT CONTROL and LIMITED RIGHTS DATA* clauses of these GENERAL PROVISIONS, the Subcontractor agrees to address any concerns or issues identified by the LLNS Technical Representative prior to submission for publication. Four reprints of all resulting publications shall be furnished to the LLNS Technical Representative.

B. The Subcontractor may acknowledge LLNS, the LLNL, and Government sponsorship of the work as appropriate, provided the LLNS Contract Analyst is provided written notice thereof.

CLAUSE 4 – SCIENTIFIC INTEGRITY

The Subcontractor shall follow all applicable parts of DOE Order 411.2 including without limitation the following.

1. When expressing opinions on policy matters to the public and media, Subcontractor and its personnel must make it clear when they are expressing their personal views, rather than those of LLNS, the Department of Energy (DOE) or the U.S. Government.
2. The Subcontractor may not suppress or alter scientific or technological findings, nor intimidate or coerce its personnel, subcontractors, or others to alter or censor scientific or technological findings or conclusions. The Subcontractor must also not suppress or alter the social media posts of personnel that express scientific and technical opinions or related policy opinions.
3. The Subcontractor must provide its personnel an opportunity to review, prior to publication or release, any public communication that substantially relies on their research or is related under their name.

4. Subcontractor may not publicly represent LLNS, DOE, or the U.S. Government's position or policies without advance written approval from DOE.

CLAUSE 5- NOTICES

The Subcontractor shall immediately notify the LLNS Contract Analyst in writing of: (1) any third party action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of the Subcontract; (2) any third party claim against the Subcontractor, the cost and expense of which may be allowable under the terms of the Subcontract; (3) any proceedings related to bankruptcy the Subcontractor enters into; and (4) any circumstances whatsoever that the Subcontractor becomes aware of during the performance of the Subcontract which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract.

CLAUSE 6- ASSIGNMENTS

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

CLAUSE 7- DISPUTES AND CLAIMS

A. All disputes arising under or relating to this Subcontract shall be resolved under this clause; however, nothing in this clause is intended to prohibit empowered representatives of either party from informally discussing with the other any matters arising from the performance of this Purchase Order..

B. Notice of Breach and Opportunity to Cure

Whenever one party believes that the other party has breached or is endangering the performance of this Subcontract, that party may provide written notice to the other party of the existence and nature of the breach or condition of concern, and the other party shall have the opportunity to cure the breach or condition of concern during the 10 calendar day period following delivery of such notice.

C. Informal Resolution

1. If within 10 calendar days of the delivery of the notice under paragraph B the breach or condition(s) of concern has not been cured, and the parties have not mutually agreed upon a plan to cure, both parties shall attempt to resolve any dispute in good faith, by direct, informal negotiations between management personnel at least equivalent to the LLNS Department Head for Supply Chain Management. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.

2. The parties, upon mutual agreement, may seek the assistance of a neutral third party to resolve any dispute, but they must agree to seek such assistance no later than 30 calendar days after delivery of the notice in paragraph B. 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, unless otherwise required by law. The parties may also by agreement request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE/NNSA Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation or participation by a neutral third party shall be shared equally by both parties.

D. Litigation

1. In the event that the dispute is not resolved through the informal dispute resolution process set out in paragraph C, then it shall be resolved in the appropriate courts listed in *GOVERNING LAW AND VENUE* clause of these GENERAL PROVISIONS. Neither party can initiate litigation until fifteen (15) calendar days have passed after a party provides written notice to the other party that it is terminating the informal resolution process.

CLAUSE 8 – GOVERNING LAW AND VENUE

The Subcontract shall be interpreted in accordance with the substantive laws of the State of California, except for the FAR and DEAR clauses incorporated by reference, which shall be interpreted in accordance with the substantive law of federal government contracts. Any action at law or judicial proceeding arising from or in connection with the Subcontract shall be brought exclusively in the state or federal courts serving Alameda County, California or, if the underlying dispute arises from activity occurring at LLNL's Site 330, San Joaquin County, California.

CLAUSE 9- RESPONSIBILITY FOR EXPORT CONTROLS

A. The Subcontractor shall comply with all applicable U.S. export control laws and regulations in the performance of this Subcontract and the distribution and use of resulting work products. The Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Subcontractor shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Subcontract, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.

- B. LLNS complies with all applicable United States Government export control laws and regulations and shall not use or transfer technology and/or items procured from the Subcontractor in contravention of such laws and regulations.
- C. The Subcontractor shall ensure the provisions of this clause apply to its subcontractors.

CLAUSE 10 – SUSTAINABLE ACQUISITION

- A. In the performance of this Subcontract, the Subcontractor shall utilize environmentally preferable products and services and recovered material as defined in 48 CFR 2.101 and 11.301 (i.e., products and services that have a lesser or reduced effect on human health and the environment, including those that are energy efficient (ENERGY STAR or FEMP-designated), water efficient, bio-based, environmentally preferable, EPEAT registered, non-ozone depleting, and less toxic) to the maximum extent possible without conflicting with the technical requirements of the Subcontract or jeopardizing the intended end use of the Ordered Items or services to be furnished under this Subcontract.
- B. To the extent practicable, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Subcontract shall be no less than 30 percent post-consumer material.
- C. The Subcontractor shall notify the LLNS Contract Analyst in writing if an "EPA-designated item", as defined in 48 CFR 23.401, used in performing this Subcontract does not contain at least the percentage of recovered material required by any applicable specification of this Subcontract. Such notice must include a detailed written justification for such failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

CLAUSE 11- TAX ASSESSMENT NOTIFICATION

The Subcontractor shall notify LLNS of any State or local law tax, fee or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract for which an exemption is claimed by LLNS or concerning which the Subcontractor has reason to believe or LLNS has advised the Subcontractor that such tax, fee, or charge is or may be inapplicable or invalid. The Subcontractor shall refrain from paying any such tax, fee, or charge, unless otherwise authorized by LLNS, and to take such steps as may be required by LLNS to cause such tax, fee, or charge to be paid under protest and, if so directed by LLNS, to cause to be assigned to LLNS or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit LLNS or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.

CLAUSE 12- COST ACCOUNTING STANDARDS (CAS) LIABILITY

(Applicable if the Subcontract is subject to full or modified CAS)

If the Subcontract is subject to either FAR 52.230-2 or FAR 52.230-6, notwithstanding the provisions of those clauses or of any other provision of the Subcontract, the Subcontractor shall be liable to the U.S. Government for any increased costs, and interest thereon, resulting from any failure of the Subcontractor or of a lower-tier subcontractor, with respect to activities carried on at the site of the work, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

CLAUSE 13- LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS

Generally, delivery of Limited Rights Data or Restricted Computer Software, as defined in FAR 52.227-14 (a), 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 Limited Rights Notice on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier:

- A. This "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. This "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. This "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 14- RETENTION OF RECORDS

All records in the possession of the Subcontractor related to this Subcontract, including all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subcontractor in connection with the work under this Subcontract, other applicable credits, and fee accruals under this Subcontract, shall be preserved by the Subcontractor for a period of six years after final payment under this Subcontract or otherwise disposed of in such manner as may be agreed upon by LLNS and the Subcontractor.

CLAUSE 15- SECURITY REQUIREMENTS

- A. This Subcontract is intended for unclassified, publicly releasable research or development work. LLNS 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, LLNS may review the 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 reveals that classified information or UCNI is being or may be generated under this Subcontract, then the Subcontractor shall use its best efforts to protect the information, and LLNS may direct a change to the security requirements of this Subcontract. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Subcontract, the Subcontract shall be subject to an equitable adjustment as if the changes were directed under the *CHANGES* clause of this Subcontract.
- C. If the security requirements are changed, the Subcontractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Subcontract in compliance with the change in the security requirements. If the Subcontractor determines that continuation of the work under this Subcontract is not practicable because of the change in security requirements, the Subcontractor shall notify the LLNS Contract Analyst in writing. Until the LLNS Contract Analyst provides direction, the Subcontractor shall protect the material as directed by LLNS.
- D. After receiving the written notification, the LLNS Contract Analyst shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow the Subcontractor to continue performance of work under this Subcontract.
- E. Within 15 business days of receiving the written notification of the Subcontractor's stated inability to proceed, the LLNS Contract Analyst must determine whether (1) these security requirements do not apply to this Subcontract, or (2) a mutually satisfactory method for continuing performance of work under this Subcontract can be agreed upon. If this determination is not made, the Subcontractor may request the LLNS Contract Analyst to terminate the Subcontract in whole or in part. The LLNS Contract Analyst 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 16 - POST-EMPLOYMENT RESTRICTIONS

The Subcontractor shall not use employees, consultants or other agents who are subject to any post-employment or other restrictions (i.e. former federal or state government employee) that would place either them personally, the Subcontractor, or LLNS in violation, or possible violation, of such restrictions while performing his or her duties on behalf of LLNS under this Subcontract. If the Subcontractor becomes aware of any such violation, or possible violation, it shall immediately remove that individual from performing his/her assigned duties on behalf of LLNS, inform the LLNS Contract Analyst of all relevant and material facts regarding the situation, and propose alternate personnel who are equally qualified to perform the work in question. If no replacement personnel are available or qualified to perform the work in question, LLNS may terminate this Subcontract, as otherwise provided.

CLAUSE 17- REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS

- A. This Subcontract shall be subject to the Department of Energy Orders DOE O 221.1A, *Reporting Fraud, Waste and Abuse to the Office of Inspector General* and DOE O 221.2A, *Cooperation with the Office of Inspector General*. The Subcontractor shall encourage, support and require its employees to report any fraud, waste and abuse to an appropriate authority such as the DOE Office of the Inspector General. The Subcontractor shall require its employees to provide interviews and briefings and provide affidavits or sworn statements if required by an employee of the Office of Inspector General. The Subcontractor shall not retaliate against such employees.
- B. In accordance with DOE Order 442.1B, the Subcontractor shall also notify its employees that they have the right and responsibility to raise any employee concern related, but not limited to, the environment, safety, health, security, quality, and management of DOE facilities and operations, as well as harassment, intimidation, retaliation/reprisal, or discrimination, to the LLNS Employee Concerns Program (<https://llnl.alertline.com/gcs/welcome>) or the Department of Energy Employee Concerns Program (<https://www.energy.gov/ehss/services/doe-employee-concerns-program>).

CLAUSE 18- LAWS AND REGULATIONS

The Subcontractor shall comply with all applicable State and Federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, safety (including those pertaining to worker safety and health), export control, and environmental protection. The Subcontractor shall ensure the provisions of this clause apply to its subcontractors.

CLAUSE 19- NON-WAIVER OF DEFAULT

Any failure by LLNS to strictly enforce performance of any of the terms or conditions of this Subcontract does not constitute a waiver of such terms or conditions and does not affect or impair such terms or conditions in any way nor the right of LLNS to avail itself of such remedies for any breach or breaches of such terms or conditions.

CLAUSE 20- CLAUSES INCORPORATED BY REFERENCE

The Federal Acquisition Regulation (FAR) and U.S. Department of Energy Acquisition Regulation (DEAR) clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and apply as prescribed below. The referenced FAR and DEAR clauses are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations.

As used in the clauses, the term "contract" means this Subcontract; the term "Contractor" means the Subcontractor; the term "subcontractor" means the Subcontractor's subcontractor; the term "Government" means LLNS, and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.227-14 and 52.227-23 and DEAR clauses 970.5227-4, 952.227-11, 952.227-13, 970.5227-5 and 970.5232-3, in which clauses the term "Government" remains unchanged and "Contracting Officer" means the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in FAR clause 52.245-1 and its Alternate II with respect to title, the term "Government" remains unchanged. As used in DEAR clause 970.5227-8, the term "DOE" means DOE/NNSA or LLNS.

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

APPLICABLE TO ALL SUBCONTRACTS, AS INDICATED:

- FAR 52.202-1 DEFINITIONS (NOV 2013)
- FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a LLNS-controlled site or DOE owned or leased sites.
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
- DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies if the Subcontract is for unclassified research involving nuclear technology.
- FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010). Applies if cost or pricing data or pre- or post-award cost determinations subject to FAR Part 31 are required.
- FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013). In Paragraph (a), substitute Subpart 31.2 with Subpart 31.3 for educational institutions and Subpart 31.7 for non-profit organizations.
- FAR 52.216-15 PREDETERMINED INDIRECT COSTS RATES (APR 1998). Applies if the Subcontractor is an educational institution.
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
- FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2014). Applies if the Subcontract involves the use of laborers or mechanics.
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (NOTE: Download the EEO Poster at: <https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm>)
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)
- FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with Alternate I (JUL 1995). Applies if the Subcontract involves delivery of hazardous materials.
- DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2.
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002). Applies if "royalties" are paid under the Subcontract by the Subcontractor or any lower-tier subcontractor.
- DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). Applies only if the Subcontractor is a non-profit organization per FAR 27.301. (If the Subcontractor does not qualify, it may request a patent waiver pursuant to 10 CFR 784.)

DEAR 952.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies only if the Subcontractor is not a non-profit organization per FAR 27.301.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014) with ALTERNATES II, III, IV, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000). Alternate IV applies only if so indicated in the Subcontract.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the Subcontract is based upon a proposal containing technical data.
FAR 52.232-20	LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2012), Paragraphs (a) through (h), excluding Paragraph (d).
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989) and ALTERNATE I (APR 1984)
FAR 52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) and ALTERNATE V (APR 1984)
FAR 52.244-2	SUBCONTRACTS (OCT 2010). Paragraph (d) insert is: “Any subcontract or purchase order for supplies or services exceeding \$100,000 that are not a “commercial item” (as defined by FAR 2.101) or for any work at a LLNS-controlled site.”
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)
FAR 52.245-1	GOVERNMENT PROPERTY (APR 2012) and ALTERNATE II (APR 2012)
FAR 52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies if the Subcontract involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the Subcontract involves ocean transportation of supplies other than "commercial items", except as described in paragraph (e)(4) of the clause.
FAR 52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (AUG 2016)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$3,500

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015). Applies if the Subcontract is for construction or services in the United States, excluding commercial services purchased with a commercially available off-the-shelf (COTS) item or a COTS item with minor modifications.
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$10,000:

FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$15,000:

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 1998)
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APPLICABLE IF THE PO EXCEEDS \$35,000:

FAR 52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) PARAGRAPH (a)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$150,000:

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)

- FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011). Applies if Subcontract (or to that portion of the Subcontract thereof) involves performance of acquisition functions closely associated with inherently governmental functions for, or on behalf, of a Federal agency or department, unless the Subcontract is with a self-employed individual and the self-employed individual will perform the acquisition functions entirely.
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- FAR 52.222-37 EMPLOYMENT REPORTS VETERANS (FEB 2016)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$250,000:

- FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:

- FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$700,000

- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017). Applies unless there are no subcontracting possibilities.
- FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999). Applies if FAR 52.219-9 applies.
- FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2,000,000:

- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
- FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015), excluding Paragraph (b). Applies if the Subcontractor is subject to full CAS coverage per 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
- FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015 excluding Paragraph (b). Applies if the Subcontractor is eligible for and elects to use modified CAS-coverage per 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
- FAR 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (AUG 2016), excluding Paragraph (b). Applies if the Subcontractor is an Educational Institution and not a FFRDC.
- FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$5,500,000:

- FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015), if the period of performance exceeds 120 calendar days.

(END OF GENERAL PROVISIONS)