LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR COST PLUS FIXED FEE SUBCONTRACTS

INDEX

1. SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES
2. TECHNICAL DIRECTION AND CHANGES
3. RELEASE OF INFORMATION
4. RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL
5. SUSTAINABLE ACQUISITIION
6. QUALITY OF MATERIALS AND SUPPLIES
7. NOTICES
8. COST ACCOUNTING STANDARDS (CAS) LIABILITY
9. ASSIGNMENTS
10. DISPUTES
11. CLAUSES INCORPORATED BY REFERENCE
12. LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS
13. RETENTION OF RECORDS
14. LAWS AND REGULATIONS
15. REPORTING FRAUD, WASTE , AND ABUSE AND OTHER SIGNIFICANT PROBLEMS
16. GOVERNING LAW AND VENUE
17. ORDER OF PRECEDENCE

CLAUSE 1 – SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

A. As used in this clause:

1. Team Member means any of the following entities: Bechtel National, Inc.; The Regents of the University of California; Babcock & Wilcox Technical Services Group, Inc.; URS Corporation; Battelle Memorial Institute; GEM Technology International Corporation; Professional Project Services, Inc. (Pro2Serve); Dynamac Corporation; TerranearPMC, LLC (TPMC); and Texas A&M University System.
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 Administrator.

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

CLAUSE 2 - TECHNICAL DIRECTION AND CHANGES

A. Performance of the work under this Subcontract shall be subject to the technical direction of the LLNS Technical Representative identified in the Subcontract. The Subcontractor shall promptly proceed with the performance of technical direction of the nature prescribed by this article issued by the LLNS Technical Representative.

B. The term "technical direction" is defined to include directions to the Subcontractor within the scope of work of the Subcontract which: (1) clarifies the desired work emphasis between work areas or tasks; (2) directs the pursuit of certain lines of inquiry; (3) assists in the interpretation of drawings, specifications, or technical portions of the work description; or (4) fills in details necessary to perform and complete the scope of work. All technical direction must be issued in writing by the LLNS Technical Representative.

C. The LLNS Technical Representative is not authorized to issue any technical direction which would: (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work, the fixed fee, or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

D. If the LLNS Technical Representative issues technical direction that falls within one of the types described in Paragraph C, above, the Subcontractor shall not act on such technical direction, and shall promptly notify the LLNS Contract Administrator.

E. Upon receipt of a notification from the Subcontractor, the LLNS Contract Administrator shall promptly advise the Subcontractor either: (1) the technical direction is within the general scope of the Subcontract and does not constitute a change under the *CHANGES-COST REIMBURSEMENT* clause, and to act on such technical direction; or (2) the technical direction is not within the general scope of the Subcontract or would constitute a change under the *CHANGES-COST REIMBURSEMENT* clause, and to not act on such technical direction unless and until the LLNS Contract Administrator issues a written change order.

CLAUSE 3 - RELEASE OF INFORMATION

A. The Subcontractor shall not reference LLNS in any news releases, advertisements, marketing materials, or any other public releases of information concerning this Subcontract without the prior written consent of the LLNS Contract Administrator.

B. While in the performance of this Subcontract, the Subcontractor may be exposed to information that is identified as "proprietary information," "Unclassified Controlled Information (UCI)", "Unclassified Nuclear Controlled Information (UCNI)" as well as "Personally Identifiable Information (PII)" defined as information that is associated with any individual (who is an employee, independent contractor, visitor or guest at LLNL) such as such individual's name, address, telephone number, social security number, place of birth, date of birth, mother's maiden name, biometric records (such as fingerprint, iris scan or DNA), medical history information, criminal history, employment history, financial information, or security clearance history or related information.

C. In the event the Subcontractor receives such information in performance of this Subcontract, the Subcontractor shall: (1) safeguard such information in accordance with the procedures that are provided against any unauthorized use, publication or disclosure, (2) restrict access to such information to only those individuals or entities needing such access to perform as required under this Subcontract, (3) refrain from using such information except for the purposes for which such information was originally disclosed, (4) encrypt any electronic information when at rest in accordance with Federal Information Processing Standard (FIPS) 140-2 Level 1 or higher, and (5) provide immediate written notice to the LLNS Contract Administrator in the event of any unauthorized use, publication, or disclosure of such information.

D. The Subcontractor agrees, upon cancellation, expiration, or earlier termination of this Subcontract, or upon the written request of LLNS, whichever is earlier, to promptly deliver to LLNS (or, at LLNS' option, to destroy) all tangible or electronic information described above in the possession of Subcontractor. Notwithstanding the foregoing, the Subcontractor's obligations with respect to Unclassified Controlled Information shall continue in full force and effect and survive the cancellation, expiration, or earlier termination of this Subcontract.

CLAUSE 4 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

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 in the performance of this Subcontract, including instances where the work is to be performed at the Lawrence Livermore National Laboratory (LLNL), where the foreign person will have access to any information, technology, or software subject to export control.

B. The Subcontractor shall ensure the provisions of this clause apply to its subcontractors.

CLAUSE 5 - SUSTAINABLE ACQUISITION

A. 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 items or services to be furnished under this Subcontract.

B. To the extent available, 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 Administrator 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 6 - QUALITY OF MATERIALS AND SUPPLIES

A. Any materials or supplies furnished or used by the Subcontractor shall as a minimum: (1) conform to the requirements of this Subcontract and be as warranted; (2) be new and not be of such age or so deteriorated as to impair their usefulness or safety; and (3) not contain any counterfeit/suspect items. The Subcontractor shall not furnish reconditioned materials or supplies unless specified in the Subcontract or approved by LLNS Contract Administrator. The Subcontractor shall warrant any reconditioned materials or supplies the same as new items.

B. LLNS will not accept any work involving the furnishing or use of materials or supplies, found by LLNS to not meet the minimum requirements of paragraph A, above; to be reconditioned; or to constitute suspect/counterfeit items, notwithstanding any inspection or acceptance of delivery by LLNS, unless such condition is specifically approved in writing by the LLNS Contract Administrator. The Subcontractor shall promptly replace such items at its expense with conforming items.

C. LLNS will impound any suspect/counterfeit items furnished or used under this Subcontract and may provide such items to the appropriate authorities for investigation. LLNS reserves the right to withhold payment for the suspect/counterfeit items pending the results of any such investigation.

D. A suspect item is any material, part, or component that visual inspection, testing, or other information indicates may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute made without legal right or authority or whose material, performance, or characteristics are knowingly misrepresented by the Subcontract, supplier, distributor, or manufacturer. Types of known suspect/counterfeit items include, but are not limited to: fasteners, circuit breakers, valves, piping components, electrical devices, plate, bar, shapes, and channel members. Such items may be falsely labeled as a different class of part, or be used or refurbished parts that are falsely represented as new parts.

CLAUSE 7 - NOTICES

A. The Subcontractor shall immediately notify the LLNS Contract Administrator in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim against the Subcontractor, the cost or expense of which is allowable under the terms of this Subcontract.

B. If, during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize its performance of all or any portion of this Subcontract, it shall immediately notify the LLNS Contract Administrator in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to enable the Subcontractor to fulfill its performance obligations under this Subcontract.

CLAUSE 8 - COST ACCOUNTING STANDARDS (CAS) LIABILITY
(Applicable if the Subcontract is subject to full or modified CAS)

Reference is made to the clause of these GENERAL PROVISIONS entitled *COST ACCOUNTING STANDARDS* if the Subcontract is subject to full CAS or *DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES* if the Subcontract is subject to modified CAS. Notwithstanding the provisions of the clause, or of any other provision of this Subcontract, the Subcontractor is 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 9 - ASSIGNMENTS

A. LLNS may assign this Subcontract to the U.S. Government or its designee(s).

B. Except as to assignment of payment due hereunder, the Subcontractor has no right, power or authority to sell, mortgage, transfer or assign this Subcontract, 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 10 - DISPUTES

A. Except as otherwise provided in the Subcontract, any claim for an equitable adjustment under the Subcontract not resolved in the ordinary course of business shall be referred in writing to LLNS Contract Administrator within 30 calendar days of the act, event, or order giving rise to the claim. The representatives of the parties, or their designees, shall then attempt in good faith to resolve the dispute by negotiations. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations, for the purposes of application of rules of evidence. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of the Subcontract, in accordance with its terms and conditions.

B. Any unresolved dispute with a value under $100,000 relating to the Subcontract (whether contract, tort, or both) or the breach of the Subcontract shall be arbitrated by and in accordance with the then existing commercial arbitration rules of the American Arbitration Association (AAA). Judgment on the award rendered by the arbitrator may be entered in any court in Alameda County, CA, having jurisdiction.

C. Any dispute arbitrated under this Subcontract shall be subject to the following modifications to the AAA rules: (1) the arbitrator shall be neutral and appointed by the AAA; (2) the location for all arbitration proceedings shall be in Alameda

County; and (3) each party to the arbitration shall pay its pro rata share of the arbitrator's fees, not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

D. The parties shall consider the use of a form of alternate disputes resolution (ADR), including non-binding mediation and binding arbitration, for any unresolved dispute with a value of $100,000 or more. In the event that ADR fails or is not used for such disputes, the parties may thereafter pursue any remedy they may have at law or in equity, in a court of competent jurisdiction, in accordance with the provision of these GENERAL PROVISIONS entitled *GOVERNING LAW AND VENUE*.

CLAUSE 11 - CLAUSES INCORPORATED BY REFERENCE

The FAR and 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 the Subcontract; the term "Contractor" means the Subcontractor; the term "subcontractor" means the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" mean LLNS, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, and 52.227-23 and DEAR clauses 952.227-11, 952.227-13, 952.227-14, 970.5227-4, 970.5227-5, 970.5232-3, and 970.5245-1, in which clauses "Government" means the U.S. Government and "Contracting Officer" means the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in DEAR clauses 970.5227-8 and 970.5232-3, 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 do 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, as applicable.

APPLICABLE TO ALL SUBCONTRACTS:

FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the Subcontract involves any work at a LLNS-controlled site.
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 (DEC 2002), as supplemented by DEAR Subpart 931.2
FAR 52.216-8	FIXED FEE (MAR 1997)
DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984). Applies if the Subcontract involves leased space that is reimbursed.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005). Applies if the Subcontract involves the use of laborers or mechanics.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007) (NOTE: Download the EEO Poster at: http://www.dol.gov/ofccp/)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
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.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-3	PATENT INDEMNITY (APR 1984), if the Subcontract is not for research, development, or demonstration (RD&D) work.
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.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007), with ALTERNATES II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the *LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS* clause, below.)
DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998). Applies if the Subcontractor is other than a domestic small business or non-profit organization.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the Subcontract is based upon a technical proposal.
FAR 52.232-20	LIMITATION OF COST (APR 1984), if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984), if the Subcontract is incrementally funded.

FAR 52.242-15	STOP-WORK ORDER (AUG 1989), with ALTERNATE I (APR 1984)
FAR 52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987), with ALTERNATE II (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 (DEC 2010)
DEAR 970.5245-1	PROPERTY (DEC 2000)
FAR 52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT (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 52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004)
FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), Paragraphs (a) through (h), excluding Paragraph (d).

APPLICABLE IF THE SUBCONTRACT EXCEEDS $2,500:

FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007). Applies if the Subcontract is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.

APPLICABLE IF THE SUBCONTRACT EXCEEDS $3,000:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009). 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.
FAR 52.225-1	BUY AMERICAN ACT–SUPPLIES (FEB 2009)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $10,000:

FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $15,000:

FAR 52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010). Applies if the Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment.
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

APPLICABLE IF THE SUBCONTRACT IS FOR $25,000 OR MORE:

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.

APPLICABLE IF THE SUBCONTRACT EXCEEDS $100,000:

FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
FAR 52.222-37	EMPLOYMENT REPORTS VETERANS (SEP 2010)
FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

APPLICABLE IF THE SUBCONTRACT 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 & ALT 1	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.

APPLICABLE IF THE SUBCONTRACT EXCEEDS $500,000:

DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997). Applies if the Subcontract is not for "commercial items".
DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $650,000:

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN1999). Applies if FAR 52.219-9 applies.
FAR 52.230-2	COST ACCOUNTING STANDARDS (OCT 2010), 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 2008). 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 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $700,000:

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 2010)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNESCORTED ACCESS TO "LIMITED" OR "EXCLUSION" SECURITY AREAS:

DEAR 952.204-2	SECURITY (AUG 2009)
DEAR 952.204-70	CLASSIFICATION / DECLASSIFICATION (SEP 1997)
DEAR 952.204-73	FACILITY CLEARANCE (MAY 2002)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000). Applies if the Subcontract is for $25,000 or more.

APPLICABLE IF THE SUBCONTRACT INDICATES IT IS FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION:

DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) Paragraph (a) in place of Clause FAR 52.227-1. Applies if the Subcontract exceeds $100,000.
FAR 52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007). Applies if the Subcontract involves classified information.
DEAR 952.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). Applies if the Subcontractor is a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301.
DEAR 952.227-13	PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301.
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
FAR 52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT (MAY 2001), in place of Clause 52.246-5.

CLAUSE 12 - 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. If any Limited Rights Data will be furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to paragraph (g)(2) of the FAR 52.227-14 *RIGHTS IN DATA – GENERAL* clause of these GENERAL PROVISIONS, LLNS may disclose the data for the following purposes, which disclosure purposes shall be inserted in the Limited Rights Notice to be affixed to the data:

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 13 - 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 three 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 14- LAWS AND REGULATIONS

The Subcontractor shall perform all work and provide all goods in accordance with all applicable laws, rules, regulations, and executive orders, 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.

CLAUSE 15 - REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS

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.

CLAUSE 16 - GOVERNING LAW AND VENUE

The Subcontract shall be interpreted in accordance with the substantive and procedural 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 instituted by either party pertaining to the Subcontract shall be instituted in the State of California in the Superior Court of Alameda County (or in the Superior Court of San Joaquin County if the underlying action occurred at LLNL's Site 300).

CLAUSE 17 - ORDER OF PRECEDENCE

The parties shall resolve any inconsistencies in the documents comprising the Subcontract by giving precedence in the following order: (a) the Subcontract document; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

(END OF GENERAL PROVISIONS)