



LAWRENCE LIVERMORE NATIONAL LABORATORY
GENERAL PROVISIONS COMMERCIAL SUPPLIES AND SERVICES –
FOREIGN

CLAUSE 1 - DEFINITIONS

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

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

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

"Government" means the U.S. Government.

"LLNL" means the Lawrence Livermore National Laboratory.

"LLNS" means Lawrence Livermore National Security, LLC.

"Ordered Items" or "Items" means the commercial items, components, or services ordered under the Purchase Order.

"Purchase Order" means the purchase order, subcontract, or agreement entered into with the Seller which includes these GENERAL PROVISIONS.

"Seller" means the party who entered into the Purchase Order with LLNS, as identified in the Purchase Order.

CLAUSE 2 - ACQUISITION OF COMMERCIAL ITEMS

The scope of this Purchase Order is limited to the acquisition of commercial items or commercial components, including services, as defined in FAR 2.101, and does not include any research, development, or demonstration work.

To the maximum practicable extent the Seller shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items, as defined in FAR 2.101, as components of items to be supplied under the Purchase Order.

This Purchase Order is entered into as a subcontract under LLNS' Prime Contract No. DE-AC52-07NA27344 with the Government, represented by the DOE/NNSA, for management and operation of the LLNL and the performance of certain research and development work.

CLAUSE 3 - ACCEPTANCE OF PURCHASE ORDER

The Seller's written acceptance of this Purchase Order or the performance of any portion of this Purchase Order constitutes the Seller's unqualified acceptance of this Purchase Order and all of the Purchase Order's terms and conditions. Any alterations made to the documents comprising this Purchase Order or any conditions imposed by the Seller upon its written acceptance of this Purchase Order are not acceptable and constitute a proposal for modification of the Purchase Order only and have no effect on the validity or the Seller's acceptance of this Purchase Order and its terms and conditions, anything to the contrary notwithstanding.

CLAUSE 4 - 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; BWXT Government Group, Inc; URS Corporation, an AECOM Company; Battelle Memorial Institute; GEM Technology International Corporation; Professional Project Services, Inc. (Pro2Serve); Dynamac Corporation; 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 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 Seller 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 Purchase Order without the advance written approval of the LLNS Contract Analyst.

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

CLAUSE 5 - SHIPMENTS FOR LLNS' ACCOUNT

Except as otherwise provided in the Purchase Order, all shipments by the Seller for LLNS' account shall be (1) shipped F.O.B Origin/Shipping Point and marked as shipped "For the U. S. Department of Energy;" (2) shipped at the maximum declared value for the lowest applicable transportation rate or classification, and the bill of lading shall so note; and (3) self-insured by LLNS and not insured by the Seller. The Seller shall mark all airway bills with the appropriate "Government Package" entry. LLNS may deduct from the Seller's invoice(s) those shipping costs in excess of those authorized per the "Shipping Instructions" specified on the face of this Purchase Order.

CLAUSE 6 - TITLE AND RISK OF LOSS

Unless otherwise provided in the Purchase Order, title to the Ordered Items purchased under the Purchase Order passes directly to the Government upon, and the risk of loss or damage to the Ordered Items remains with the Seller until:

If F.O.B. Origin: Completion of delivery to the carrier and any loading by the Seller.

If F.O.B. Destination: Completion of delivery at the delivery point.

CLAUSE 7 - PACKAGING INSTRUCTIONS

The Seller shall suitably package the Ordered Item(s) to prevent damage during handling and shipping and ensure all packaging complies with applicable domestic and international regulations. The Seller shall use biodegradable packaging materials, to the extent practicable. The Seller is responsible for any damage resulting from improper packaging, containerizing, or lack thereof, notwithstanding anything contrary contained in this Purchase Order. The Seller shall indicate the LLNS Purchase Order number on an itemized packing list and affix it to the outermost cover of each container or package.

CLAUSE 8 - INVOICES AND PAYMENT

A. The Seller shall submit its invoice at the time of final shipment of the Ordered Items or final completion of the services, unless otherwise provided in the Purchase Order. The Seller's invoices must reference the Purchase Order Number and include a complete description of the Ordered Items, prices, and ship dates, and the name of the LLNS Contract Analyst. Failure to comply with any of these requirements may result in a delay in payment of the invoices.

LLNS will make payment for Ordered Items delivered to the specified delivery destination, and for services completed and accepted by LLNS. Unless otherwise provided in the Purchase Order, the terms of payment are 30 business days after receipt of the Seller's properly submitted invoice. LLNS will take any offered discount if payment is made within the discount period indicated by the Seller. LLNS may make payments by check or electronic funds transfer. Payment is deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

CLAUSE 9 - RESPONSIBILITY FOR EXPORT CONTROLS

A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. The Seller 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 Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, 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. All goods that LLNS procures under the Prime Contract belongs to DOE/NNSA and the United States Government. The goods being procured under this Subcontract are intended for use in support of the Prime Contract with DOE for the purposes of meeting LLNS' national security mission for NNSA. This clause serves as notice to LLNS' mission and export control compliance and shall be considered an appropriate end-user statement to the Subcontractor for export controls and compliance purposes. The Subcontractor shall not request a representative of LLNS to provide any additional end-use statements or certifications relative to the goods procured under this Subcontract.

C. The Seller shall ensure that the provisions of this clause apply to its subcontractors.

CLAUSE 10 - SUSTAINABLE ACQUISITION

A. In the performance of this Subcontract, the Seller 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 Purchase Order or jeopardizing the intended end use of the Ordered Items or services to be furnished under this Purchase Order.

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 Purchase Order shall be no less than 30 percent post-consumer material.

C. The Seller shall notify the LLNS Contract Analyst in writing if an "EPA-designated item," as defined in 48 CFR 23.401, used in performing this Purchase Order does not contain at least the percentage of recovered material required by any applicable specification of this Purchase Order. 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 - INSPECTION

- A. Prior to delivery and upon reasonable advance notice, LLNS or a qualified third party may perform a preliminary inspection of the Ordered Items at the Seller's or lower-tier subcontractor facilities during design, fabrication, assembly or testing in a manner that does not unduly delay Seller performance. Prior to any preliminary inspection, the Seller shall perform a complete inspection and document the results. The Seller shall furnish, and shall require lower-tier subcontractors to furnish, all reasonable facilities and assistance, including access to Seller or lower-tier subcontractor inspection or testing records, to LLNS for purposes of conducting such preliminary inspection. Any such preliminary inspection does not waive LLNS right to inspect and accept or reject any Ordered Items upon delivery.
- B. LLNS reserves the right to inspect the Ordered Items during and after completion of performance. LLNS is not obligated to inspect the Ordered Items, and neither the inspection nor the lack of inspection by LLNS will relieve the Seller of its responsibility for providing the Ordered Items in accordance with the terms and conditions of the Purchase Order. The inspection or use of or payment for an Ordered Item under the Purchase Order, either wholly or in part, may not be construed as an acceptance.
- C. If any Ordered Item or any part thereof is not in accordance with the terms and conditions of the Purchase Order, LLNS shall notify the Seller that the Ordered Item is rejected. Thereupon, the Seller shall, at its own expense, take the necessary corrective action. LLNS shall reject performance or revoke its acceptance of an Ordered Item: (1) within a reasonable time after a defect is discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the Ordered Item, unless the change is due to a defect in the Ordered Item.

CLAUSE 12 - CHANGES

LLNS may direct the Seller to make changes within the general scope of this Purchase Order to (1) any Ordered Items to be specifically manufactured or assembled for LLNS, or their method of shipment, packaging, or place of delivery; and (2) any services to be performed or their time and place of performance. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Purchase Order, the LLNS Contract Analyst shall make an equitable adjustment in the Purchase Order price, the delivery schedule, or both, by a written modification to the Purchase Order. The Seller must submit any claim for an equitable adjustment within 30 calendar days from receipt of a directed change, or by such other time as the LLNS Contract Analyst may permit. Changes to the terms and conditions of this Purchase Order may be made only by the written agreement of the parties.

CLAUSE 13 - PRICING OF ADJUSTMENTS

If costs are a factor in determining any price adjustment pursuant to a change made to this Purchase Order, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented by DEAR Part 931(48 CFR Part 931) in effect as of the date of award of this Purchase Order. LLNS reserves the right to review the Seller's records to verify that such price adjustments conform to these requirements. The review may be performed by LLNS personnel or a designee.

CLAUSE 14 - QUALITY OF ORDERED ITEMS

- A. The Ordered Item(s), including any materials and supplies furnished or used by the Seller in the performance of any services, shall as a minimum: (1) conform to the requirements of this Purchase Order 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 Seller shall not furnish reconditioned Ordered Items unless specified in the Purchase Order or approved by the LLNS Contract Analyst. The Seller shall warrant any reconditioned Ordered Items the same as new items.
- B. LLNS will not accept any Ordered Items, including any services 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 Analyst. The Seller shall promptly replace such items at its expense with conforming items.
- C. LLNS will impound any suspect/counterfeit items furnished or used under this Purchase Order 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 Seller, supplier, distributor, or manufacturer. Types of known suspect or 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 15 - WARRANTY

The Seller warrants that the Ordered Items and services furnished will be as specified in the descriptions and specifications of this Purchase Order and free from defects in workmanship, material, and Seller's design or engineering contributions. The Seller shall correct any nonconformance with this warranty discovered within either the Seller's standard commercial warranty period or one year after acceptance or initial use of the supplies or services, whichever is longer.

CLAUSE 16 - LAWS AND REGULATIONS

The Seller shall ensure Ordered Items are designed, produced, sold, and delivered 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 17 - USE AND RELEASE RESTRICTIONS FOR PROTECTED INFORMATION

- A. The Seller shall not reference LLNS in any news releases, advertisements, marketing materials websites, or any other public releases of information concerning this Purchase Order without the prior written consent of the LLNS Contract Analyst.
- B. While in the performance of this Purchase Order, the Seller may be exposed to information that qualifies identified as confidential, proprietary or business sensitive, Official Use Only, Export Controlled, 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, collectively referred to herein as "Protected Information."
- C. In the event the Seller receives or is exposed to Protected Information in performance of this Purchase Order, the Seller shall: (1) safeguard the Protected Information in accordance with the appropriate procedures applicable to the type of Protected Information that are designated to protect against any unauthorized use, publication or disclosure of such information, (2) restrict access to Protected Information to only those individuals or entities needing such access to perform as required under this Purchase Order, (3) refrain from using Protected 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 Analyst in the event of any unauthorized use, publication, or disclosure of Protected Information.
- D. The Seller agrees, upon cancellation, expiration, or earlier termination of this Purchase Order, 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 copies of the Protected Information described above which is in the possession of Seller at the time of the cancellation, expiration or earlier termination. Notwithstanding the foregoing, the Seller's obligations with respect to Protected Information shall continue in full force and effect and survive the cancellation, expiration, or earlier termination of this Purchase Order.
- E. This Clause does not amend or otherwise modify in any manner the rights and responsibilities of LLNS and/or the Seller as otherwise provided in FAR 52.227-14.
- F. This Clause governs the use and disclosure obligations related to Protected Information disclosed between the Seller and LLNS after the effective date of this Purchase Order. To the extent that prior to the effective date of this Purchase Order, the Seller and LLNS have entered into a Non-Disclosure Agreement (NDA) (or similar document), the NDA shall not govern the use and/or disclosure of Protected Information which is first disclosed or exchanged between or among LLNS and the Seller after the effective date of the Purchase Order.
- G. Nothing in this Clause is intended to prevent Subcontractor's employees from disclosing proprietary/confidential information to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent that prior contracts with LLNS prohibited Subcontractor employees from disclosing proprietary/confidential information to report, fraud, waste or abuse to designated investigative or law enforcement representations of a Federal department or agency authorized to receive such information, such prior contracts are no longer in effect, but only to the extent that they prohibited Subcontractor employees from making such disclosures to the designated officials.

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CLAUSE 18 - TAX ASSESSMENT NOTIFICATION

The Seller shall notify LLNS of any State, provincial, or local law tax, fee or charge levied or purported to be levied on or collected from the Seller in connection with this Purchase Order for which an exemption is claimed by LLNS or concerning which the Seller has reason to believe or LLNS has advised the Seller that such tax, fee, or charge is or may be inapplicable or invalid. The Seller 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 Seller in any proceedings for the recovery thereof or to sue for recovery in the Seller's name.

CLAUSE 19 - ASSIGNMENTS

- A. LLNS may assign this Purchase Order to the Government or its designee(s).
- B. Except as to assignment of payment due hereunder, the Seller has no right, power or authority to sell, mortgage, transfer or assign this Purchase Order, 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 20 - DISPUTES

- A. Except as otherwise provided in the Purchase Order, any claim for an equitable adjustment under the Purchase Order not resolved in the ordinary course of business shall be referred in writing to the LLNS Contract Analyst within 30 calendar days of the act, event, or order giving rise to the claim. The Seller must submit its claim for an equitable adjustment, if any, within 30 calendar days from receipt of the directed change, or by such other time as the LLNS Contract Analyst may permit. 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 Seller shall proceed diligently with the performance of the Purchase Order, in accordance with its terms and conditions.
- B. Any unresolved dispute with a value under \$100,000 relating to the Purchase Order (whether contract, tort, or both), or the breach of the Purchase Order may be arbitrated at LLNS' discretion 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 Purchase Order 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 *CLAUSE 30, GOVERNING LAW AND VENUE*, of these GENERAL PROVISIONS.

CLAUSE 21 - EXCUSABLE DELAYS

The Seller will be liable for default unless non- performance is caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Seller shall notify LLNS in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give LLNS written notice of the cessation of such occurrence.

CLAUSE 22 - TERMINATION

- A. The Purchase Order may be terminated by LLNS at any time, at will, with or without cause, with or without the giving of any reasons, and by giving notice to the Seller at least 15 calendar days before the termination is to be effective.
- B. In the event of a termination by LLNS, LLNS will pay the Seller, subject to the terms and conditions of the Purchase Order, a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of termination, plus any reasonable charges resulting from the termination which the Seller can substantiate to the satisfaction of LLNS, using the Seller's standard record keeping system; provided, however, that the total thereof may not exceed the Purchase Order price. LLNS is not responsible for paying the Seller for any work performed or costs incurred which reasonably could have been avoided.
- C. If a default occurs under the Purchase Order, and if within 30 calendar days after the non-defaulting party has given the defaulting party notice of the event of default the defaulting party has not cured the default or, if the default cannot be reasonably cured within such time period, if the defaulting party has not commenced the cure within such time period, diligently continued to pursue such cure, and completed it within 45 calendar days after such notice, the non-defaulting party may, at its option, terminate the Purchase Order at any time thereafter upon written notice to the defaulting party. In the event of a termination for default, the non-defaulting party 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 23 - NOTICES

The Seller 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 Seller arising out of the performance of this Purchase Order; (2) any third party claim against the Seller, the cost and expense of which may be allowable under the terms of this Purchase Order; (3) any proceedings related to bankruptcy the Seller enters into; and (4) any circumstances whatsoever that the Seller becomes aware of during the performance of the Purchase Order which may jeopardize its fulfillment of the agreed performance of all or any portion of the Purchase Order.

CLAUSE 24 - NON-WAIVER OF DEFAULT

Any failure by LLNS to strictly enforce performance of any of the terms or conditions of this Purchase Order 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 25 - 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 Purchase Order; the term "Contractor" means the Seller; the term "subcontractor" means the Seller's subcontractor; the term "Government" means LLNS, and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, and 52.227-23 and DEAR clause 952.227-14, 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 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 do not apply to the extent they would affect the U.S. Government's rights. The Seller shall include the listed clauses in its subcontracts at any tier for the Ordered Items, including any of its components, to the extent applicable.

APPLICABLE TO ALL PURCHASE ORDERS (POS), AS INDICATED:

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006), with ALTERNATE I (OCT 1995). Applies if the PO exceeds \$100,000.
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014), excluding Paragraph (c)(1). Applies if the PO exceeds \$150,000.
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010). Applies if the PO exceeds \$150,000.
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014). Applies if the PO exceeds \$150,000.
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
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.
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with ALTERNATE I (JUL 1995). Applies if the PO involves delivery of hazardous materials.
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011). Applies if the subcontact exceeds \$3,000.
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015), if the period of performance exceeds 120 calendar days.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007). Applies if the PO exceeds \$100,000.
FAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002). Applies if the PO exceeds \$100,000.
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002). Applies if "royalties" are paid under the PO by the Seller or any lower-tier subcontractor.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014), with Alternates II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the <i>LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS</i> clause, below.)

DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998)
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the PO is based upon a technical proposal.
FAR 52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS (DEC 2013). Applies if the Seller is a small business.
FAR 52.244-2	SUBCONTRACTS (OCT 2010). Paragraph (d) insert is: "Any subcontract or purchase order for supplies or services exceeding \$100,000 or for any work at a LLNS-controlled site."
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR 52.245-1	GOVERNMENT PROPERTY (APR 2012), with ALTERNATE I. Applies if any Government property is furnished or the Seller acquires property for use that is titled in the Government.
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies if the PO involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006). Applies only as described in paragraph (e)(4) of the clause.

CLAUSE 26 - 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 Seller or a lower-tier subcontractor pursuant to paragraph (g) 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 Purchase Order 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 27 - PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT

The Seller shall indemnify LLNS and the Government and their officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Purchase Order, provided the Seller is reasonably notified of such claims and proceedings.

CLAUSE 28 - REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS

This Purchase Order 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 Seller 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 Seller 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 Seller shall not retaliate against such employees.

CLAUSE 29 - ENTIRE AGREEMENT

This Purchase Order consists of the Purchase Order document, these GENERAL PROVISIONS, and any other incorporated documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

CLAUSE 30 - ORDER OF PRECEDENCE

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

CLAUSE 31 - DOCUMENTS OF SELLER

The provisions of any quotation or other documents of the Seller referenced in or incorporated as a part of this Purchase Order are referenced or incorporated only for the purpose of specifying the nature of the materials, supplies, or services ordered. Any terms and conditions contained in such referenced or incorporated documents do not apply.

CLAUSE 32 - GOVERNING LAW AND VENUE

The Purchase Order 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 Purchase Order 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).

(END OF GENERAL PROVISIONS)