LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR ARCHITECT - ENGINEER SERVICES

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.llnsllc.com/.
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- 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 4 - LABOR RATES AND REIMBURSABLE COSTS AND EXPENSES

A. Labor Rates. (Applies if the Subcontract indicates labor will be reimbursed at fixed fully burdened labor rates on a not-to-exceed basis)

1. The labor rates shall include wages, fringe benefits, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The amounts

shall be computed by multiplying the appropriate labor rates in the Subcontract by the number of direct labor hours performed.

2. The fixed fully burdened labor rates shall be paid for all labor that meets the qualifications for the specified labor categories. Labor hours will not be paid to the extent the work is performed by personnel that do not meet the qualifications for the specified labor categories, unless specifically authorized by the LLNS Contract Analyst.
3. The fixed fully burdened labor rates shall apply to work performed on an overtime basis unless otherwise specified in the Subcontract. If overtime is authorized in advance by the LLNS Contract Analyst, overtime rates shall be established in the Subcontract. The premium portion of the overtime rates shall be payable only to the extent the actual overtime work performed is approved by the LLNS Contract Analyst.

B. Types of Reimbursables (Applicable if Subcontract indicates reimbursables are not fix priced). In accordance with FAR Part 31, LLNS will reimburse the Subcontractor for certain costs and expenses associated with the architect-engineer work for which the Subcontractor has not otherwise been compensated, and which have been incurred with the prior written approval of LLNS. Such reimbursable costs and expenses shall not exceed the total of the aggregate for reimbursable costs, as set forth in the Subcontract. The following are the descriptive categories of work which may be considered for reimbursable costs:

1. Topographical and Other Field Survey Costs. Actual costs of labor, materials and equipment use; transportation of items and material as may be required and approved; lower-tier subcontracts as approved; preparation of maps; test borings if required by LLNS; and any subsurface investigations if required and approved by LLNS.
2. Labor/Material and Equipment Costs for Resident and Field Engineer - Inspector Expenses. The actual costs of labor, materials and equipment use, and part-time inspectors. Costs of the supporting field office force as required at construction project site for inspection of construction.
3. Expediting Costs/Expenses. Actual costs associated with labor and materials for expediting or inspecting material and equipment; checking or expediting shop drawings at vendors' plants, etc.
4. Expenses of Outside Technical Assistance. Actual compensation paid by the Subcontractor for outside expert technical assistance, including the services of materials testing laboratories, for performance of work or tasks required of the Subcontractor under this Subcontract.
5. Extra Copies of Drawings, Specifications, Etc. Actual costs of labor, materials and equipment use, or an allowance in lieu of such actual costs, at a rate or rates approved in advance by LLNS, for any extra copies of prints of drawings, specifications, invitations for bid, or other related documents, or revisions to any such documents, which are reproduced after LLNS approval of such material furnished by the Subcontractor for Title II Design Services. Such material may be required and specifically requested by LLNS on occasion. (NOTE: This specific reimbursable cost category does not include "as-built" record drawings and specifications as may be required for Title III Construction Services.)
6. Special Documents. Actual costs of labor, materials, and equipment use for copies of special documents that have been prepared with LLNS approval.
7. Travel Expenses. Allowable travel expenses will be reimbursed in accordance with the *Travel Expense Rules,* if included in the Subcontract.

C. Payment of Fixed Fully Burdened Rates and Reimbursables

1. LLNS will make payments to the Subcontractor for labor and costs/expenses which are reimbursable under the provisions of this Subcontract.
2. All invoices must identify in sufficient detail the work performed and tasks accomplished, the effort expended by labor category, the materials used, and other direct expenses incurred, and substantially comply with the requirements of the Subcontract. All invoices for labor shall be accompanied by individual daily job timekeeping records, labor distribution report, or other substantiation approved by the LLNS Contract Analyst. The Subcontractor shall maintain records which support all invoiced costs, including records evidencing actual payment, and provide them to LLNS upon request.
3. The Subcontractor shall notify LLNS in writing when 80 percent of the total "reimbursable costs/expenses" as set forth in the Subcontract have been expended. This written notification shall be furnished to the LLNS Contract Analyst and Technical Representative.

D. Audit. At any time before final payment under the Subcontract, LLNS may perform an audit of the invoices and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by LLNS not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments.

E. Assignment and Release. If requested by the LLNS Contract Analyst, the Subcontractor, and any assignees, shall execute and deliver, as a condition precedent to final payment under the Subcontract, in form and substance satisfactory to the LLNS Contract Analyst or a designee, an assignment to LLNS of refunds, rebates, credits, or other amounts (including interest, if any) arising out of the performance of the said Subcontract and due to LLNS, together with all rights of action accrued or which may thereafter accrue; and a release discharging LLNS, its officers, agents, and employees of and from all liabilities, obligations, and claims, and demands arising out of or under the Subcontract.

CLAUSE 5 - USE AND RELEASE RESTRICTIONS FOR PROTECTED INFORMATION

A. The Subcontractor shall not reference LLNS in any news releases, advertisements, marketing materials, websites, or any other public releases of information which either states or implies that LLNS is Subcontractor’s customer, or that LLNS endorses, is affiliated with, or sponsors the Subcontractor or its products/services.

B. While in the performance of this Subcontract, the Subcontractor may be exposed to information that is identified as confidential, proprietary or business sensitive, Controlled Unclassified Information (CUI), 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 Subcontractor receives or is exposed to Protected Information in performance of this Subcontract, the Subcontractor shall: (1) safeguard the Protected Information in accordance with the appropriate procedures applicable to the type of Protected Information that are designed to protect against any unauthorized use, publication or disclosure of such information, (2) restrict access to such Protected Information to only those individuals or entities needing such access to perform as required under this Subcontract, (3) refrain from using such 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 2 or higher, (5) provide immediate written notice to the LLNS Contract Analyst in the event of any suspected or

confirmed unauthorized use, publication, or disclosure of such Protected Information, and (6) provide assistance with any investigation and mitigation of harm. If the Subcontractor requires instructions about appropriate procedures applicable to the Protected Information, the Subcontractor shall contact the LLNS Technical Representative and/or Contract Analyst.

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 at the time of the cancellation, expiration or earlier termination. Destruction of physical/hardcopy CUI documents may be achieved by shredding the documents to a shred size of 1mm x 5mm or by complete burning. If Subcontractor cannot destroy the physical/hardcopy CUI document to these standards, Subcontractor shall mail the CUI to the LLNS Technical Representative with the marking "Open by Addressee Only" clearly written on the envelope. Notwithstanding the foregoing, the Subcontractor's obligations with respect to such information shall continue in full force and effect and survive the cancellation, expiration, or earlier termination of this Subcontract for as long as the information in question is protected.

E. As described in the specifications of the Subcontract, if any, the Subcontractor shall comply with applicable requirements of DOE Order 243.1C, RECORDS MANAGEMENT PROGRAM.

F. This Clause does not amend or otherwise modify in any manner the rights and responsibilities of LLNS and/or the Subcontractor as otherwise provided in FAR 52.227-14, or as otherwise required for the type of information in question.

G. Subject to Sub-section F above, to the extent that Subcontractor is otherwise required or requested to provide LLNS with information incidental to: (1) contract administration, such as financial, administrative, cost or pricing, or management information, or (2) subcontract performance, such as through site visits to inspect its facility, or production/manufacturing techniques, which Subcontractor believes is confidential/proprietary (collectively, "Subcontractor Proprietary Information"), LLNS will maintain such Subcontractor Proprietary Information in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as LLNS exercises with its own proprietary information to prevent its unauthorized disclosure or misuse. Subcontractor agrees that: (a) for tangible forms of information which it provides to LLNS, Subcontractor shall mark all such documents/records which embody the information as "Proprietary Information," or use some similar legend; and (b) for intangible forms of information which it provides to the LLNS, the Subcontractor shall identify at the time of initial disclosure that the Subcontractor believes that such information qualifies as Subcontractor Proprietary Information, and then confirm, in writing, within thirty (30) days of initial disclosure that the information disclosed in intangible form was Subcontractor Proprietary Information under this Subcontract. LLNS may provide such Subcontractor Proprietary Information to its own employees, agents, consultants or subcontractors, and to any other individuals who are assisting LLNS with the Subcontract; provided that such individuals are under a duty of confidence applicable to Subcontractor Proprietary Information disclosed to them. LLNS may also disclose Subcontractor Proprietary Information to: (A) Government employees who are subject to the statutory provisions against unauthorized disclosure of Subcontractor Proprietary Information set forth in the Trade Secrets Act (18 USC 1905), or (B) if required to do so under legal process, provided that the Subcontractor has sufficient notice and is afforded a reasonable opportunity to seek a protective order or otherwise prevent disclosure, or (C) other DOE/NNSA contractors with similar requirements to procure the kinds of good and/or services specified in the Subcontract. Notwithstanding the foregoing, the term "Subcontractor Proprietary Information" shall not include any information that is: (i) already lawfully

in the possession of or known to the recipient as of the date such information is received, but without any obligation of LLNS or those acting on its behalf to keep and maintain such information in confidence; (ii) already in the public domain at the time of disclosure, or which, after such disclosure, enters into the public domain through no fault of LLNS or those acting on its behalf; (iii) lawfully furnished or disclosed to LLNS or those working on its behalf without any obligation of confidentiality and through no wrongful act of LLNS; or (iv) independently developed by LLNS or those working on its behalf without the use of Subcontractor Proprietary Information.

H. This Clause governs the use and disclosure obligations related to Protected Information disclosed between the Subcontractor and LLNS after the effective date of this Subcontract. To the extent that prior to the effective date of this Subcontract, the Subcontractor and LLNS have entered into a Non-Disclosure Agreement (NDA) (or similar document), this Clause shall supersede and replace such NDA for purposes of governing Protected Information used and/or disclosed between the parties of this Subcontract after the effective date of the Subcontract as applicable to performance under the Subcontract.

I. 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.

CLAUSE 6 - 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. LLNS complies with all applicable 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 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 of 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 Subcontractor shall include the substance of this clause in all of its lower tier subcontracts and purchase orders.

CLAUSE 7 - SUSTAINABLE ACQUISITION

A. To the maximum extent possible, 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, unless such products and services conflict with the technical requirements of the Subcontract or jeopardize 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 Analyst in writing if an "EPA-designated item," as defined in 48 CFR 23.101, 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 8 - MODIFICATION OF SUBCONTRACT

The requirements, terms and conditions of this Subcontract may only be changed by a written change order or modification issued by the LLNS Contract Analyst in accordance with the clause of these GENERAL PROVISIONS entitled *CHANGES – FIXED PRICE*. If the Subcontractor implements any changes to this Subcontract at the direction of anyone other than the LLNS Contract Analyst, such action will be considered to be unauthorized and the Subcontractor will be solely liable for any delays, damages or costs incurred by LLNS and the Subcontractor as a result of said unauthorized changes.

CLAUSE 9 - NON-WAIVER OF DEFAULT

Any failure by either party 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 either party to avail itself of such remedies for any breach or breaches of such terms or conditions.

CLAUSE 10 - 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 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 11 – 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 Subcontract.

B. Definitions

1. A "Claim," as used in this clause, means a certified, written demand or written assertion by one of the contracting parties, seeking as a matter of right, with Adequate Supporting Data, the payment of money in a sum certain, the adjustment or interpretation of subcontract terms or other relief arising under or relating to this subcontract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim. The submission may be converted

to a Claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

2. "Adequate Supporting Data," as used in this clause, means a detailed statement of the basis and supporting reasons for the asserted entitlement, schedule analyses and an itemized breakdown of any adjustment or compensation sought.

C. Submittal of Subcontractor Claim

1. Subcontractor shall provide an advance written notice of an upcoming Claim at least 10 calendar days before submission.
2. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the Claim. The certification shall state as follows: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the Subcontract compensation for which the Subcontractor believes LLNS is liable."
3. Decision of LLNS: LLNS will decide the claim within 60 business days of the date a Claim is received or notify the Subcontractor in writing of the date by which the decision will be made. If a decision is not issued on any Claim within 60 business days or unless the Subcontractor is otherwise notified of a new date a Claim shall be considered to have been denied. Until LLNS issues a decision denying Subcontractor's Claim, no mediation or legal action may be initiated.
4. LLNS' decision denying a Subcontractor's Claim shall be final unless the Subcontractor, within 15 calendar days of the date of the decision, notifies LLNS in writing (by certified mail, return receipt requested) that the Subcontractor disputes the decision.

D. Initial Dispute Resolution Step

1. As an initial step, any disputed Claim shall be elevated to the senior management of each party for resolution. LLNS will elevate the Claim to its Department Head for Procurement and the Subcontractor will elevate the matter to its equivalent or higher. If elevated, each party's senior management will have thirty (30) business days to coordinate together to resolve the matter in accordance with the following procedures:
    a. Each party may prepare and exchange communications and memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place, and attaching relevant documents.
    b. All communications, whether oral or written, related to the foregoing meeting shall be deemed to have been made as part of effort to resolve the Claim and may not be admissible as evidence in any subsequent Claims proceedings.
2. If the parties cannot agree on a resolution of the matter, either party may pursue the disputed Claim through the process described in the balance of this clause

E. Mediation

If the disputed Claim cannot be resolved pursuant to paragraph D above of this clause, then the Subcontractor and LLNS agree to mediate the disputed Claim as a pre-condition to either party initiating a legal action in the appropriate courts listed in the GOVERNING LAW AND VENUE clause of these GENERAL PROVISIONS. Either party may initiate mediation by delivering written notice to the other party. Both parties shall attend and participate in the mediation in good faith. Unless both parties agree otherwise, the mediation shall be conducted by a JAMS mediator in the San Francisco Bay area and shall be conducted in accordance with the JAMS mediation procedures then in effect. The costs of the mediation shall be shared equally by the parties.

F. Litigation

In the event that a disputed Claim is not resolved through mediation, then it shall be resolved in the appropriate courts listed in the GOVERNING LAW AND VENUE clause of these GENERAL PROVISIONS. Neither party can initiate litigation until a time period of fifteen (15) calendar days have passed after the termination of the mediation.

G. Continuance of Performance

Notwithstanding the existence of a Claim or a disputed Claim that is in the process of mediation or litigation (including in the appeal process), the Subcontractor shall proceed diligently and expeditiously with the performance of its obligations under this Subcontract, and not to stop or delay any of its work under this Subcontract.

H. Other Dispute Resolution Terms

1. In the event of litigation, each party shall be solely responsible for paying its own attorney's fees (whether these attorneys' fees are characterized as damages or costs).
2. To the extent interest may be requested and/or awarded with respect to a Claim either as of right or in the court's discretion, interest will be calculated in accordance with the interest rate set forth in the Contract Disputes Act (41 U.S.C. section 7109).

CLAUSE 12 - ASSIGNMENTS

A. LLNS may assign this Subcontract to the 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 13 - 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 Subcontractor 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 14 - EXCUSABLE DELAYS

Neither party shall be liable to the other for default if non-performance is caused by an occurrence beyond its reasonable control, such as: acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity, such as, but not limited to government shut-down, lapses in appropriation, or similar matters of federal appropriations law; fires; flood; epidemics; quarantine; restrictions imposed due to public safety; strikes; unusually severe weather; or delays of common carriers. The delayed party shall notify the other party 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 written notice of the

cessation of such occurrence. This Excusable Delays clause is in addition to any other similar clause in this Agreement and should be interpreted as supplementing any such other clause or provision.

CLAUSE 15 – 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. An electronic version of the clauses may be found at https://www.ecfr.gov/.

As used in the clauses, the term "contract" means the Subcontract; the term "Subcontractor" 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 52.227-1, 52.227-3, 52.227-14, 52.227-19, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, 970.5227-4, 970.5227-5, and 970.5232-3, in which clauses the term "Government" remains unchanged and "Contracting Officer" means the Department of Energy National Nuclear Security Administration (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 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, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS:

FAR 52.202-1	DEFINITIONS (JUN 2020)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
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 at 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 (DEC 2023)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021), excluding paragraph (b)(2).
FAR 52.204-27	PROHIBITION ON BYTEDANCE COVERED APPLICATION (JUN 2023)
FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS (DEC 2023) WITH ALTERNATE I (DEC 2023)

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.
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 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
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 (NOV 2021)
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 (FEB 2021)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
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 (MAY 2014), with ALTERNATES II (DEC 2007), III (DEC 2007), & V (DEC 2007) and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (Also see the *LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS* clause, below.). Applies to data other than commercial computer software.
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 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies to commercial computer software.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the Subcontract is based upon a proposal which includes technical data.
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
FAR 52.232-10	PAYMENTS UNDER FIXED PRICE ARCHITECT-ENGINEER CONTRACTS (APR 2010)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023). Applies if the Subcontractor is a small business.
FAR 52.236-22	DESIGN WITHIN FUNDING LIMITATIONS (APR 1984) (Regarding Paragraph (c), see the Subcontract for the estimated construction subcontract price.)
FAR 52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
FAR 52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

FAR 52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
DEAR 952.236-71	INSPECTION IN ARCHITECT-ENGINEER CONTRACTS (APR 1994)
FAR 52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)
FAR 52.242-14	SUSPENSION OF WORK (APR 1984)
FAR 52.243-1	CHANGES—FIXED PRICE (AUG 1987), with ALTERNATE III (APR 1984)
FAR 52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
FAR 52.245-1	GOVERNMENT PROPERTY (SEP 2021), with ALTERNATE I (APR 2012). Applies if any Government property is furnished or the Subcontractor acquires property for use that is titled in the Government.
FAR 52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2024) (NNSA CLASS DEVIATION FEB 2022), Paragraphs (a) through (h), excluding Paragraph (d). Applies if costs incurred are a factor in determining the amount payable to the subcontractor. (Note: for full text version of clause, see https://www.llnsllc.com/#prime).

APPLICABLE IF THE SUBCONTRACT EXCEEDS $3,500:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025). If the Subcontractor is not enrolled as a Federal Contractor (with FAR E-Verify Clause) at time of subcontract award, the Subcontractor shall demonstrate that it has enrolled as a Federal Contractor (with FAR E-Verify Clause) within 30 calendar days after award, by providing the LLNS Contract Analyst a copy of the Subcontractor's 'Company Information' page printed directly from the E-Verify System. The Subcontractor is also responsible for ensuring appropriate lower-tier subcontractors enroll as a Federal Contractor (with FAR E-Verify Clause) in the E-Verify system.

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 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
FAR 52.225-1	BUY AMERICAN ACT - SUPPLIES (NOV 2021)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $45,000:

FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $200,000:

FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020), excluding Paragraph (c)(1).
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020).
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $350,000:

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020). Applies if Subcontract involves performance of acquisition functions closely associated with inherently governmental functions unless the Subcontract is with a self-employed individual and the self-employed individual will perform the acquisitior functions entirely.
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUN 2020)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2024)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $500,000:

FAR 52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016). Reports required by FAR 52.204-14(f) at the thresholds established in FAR 4.1703, as applicable.
DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (DEC 2024). Applies if the Subcontract is not for commercial products or services.
DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000). Applies unless the Subcontract is for commercial products or services.

APPLICABLE IF THE SUBCONTRACT EXCEEDS $900,000:

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (SEP 2021). 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 $2,500,000:

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
FAR 52.230-2	COST ACCOUNTING STANDARDS (JUN 2020), excluding Paragraph (b). (DEVIATION) 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 (JUN 2020), 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 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $7,500,000:

FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021), if the period of performance exceeds 120 days.

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

DEAR 952.204-2	SECURITY (DEC 2024)
DEAR 952.204-70	CLASSIFICATION / DECLASSIFICATION (DEC 2024)
DEAR 952.204-73	FACILITY CLEARANCE (DEC 2024)
DEAR 952.204-74	COUNTERINTELLIGENCE (DEC 2024)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010).

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 $350,000.
FAR 52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007), if the Subcontract involves classified information
37 CFR 401.14	STANDARD PATENT RIGHTS. Applies only if the Subcontractor is a "small business firm" per 37 CFR 401.14(a)(5), which refers to small business concerns as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632), or a "non-profit organization" per 37 CFR 401.14(a)(6), which refers to universities, or other institutions of higher education or a 501(c)(3) entity.

DEAR 952.227-13	PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies if the Subcontractor is not a "small business firm" or a "non-profit organization" per 37 CFR 401.14(a)(5) and 37 CFR 401.14(a)(6), respectively.
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)

CLAUSE 16 - 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) of the FAR 52.227-14 *RIGHTS IN DATA – GENERAL* clause of these GENERAL PROVISIONS, LLNS, the Government, and those acting on their behalf, 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) Use (except for manufacture) by support service contractors and other subcontractors participating in the overall Government program to which this subcontract may be a part.
(B) Evaluation by nongovernment evaluators.
(C) Emergency repair or overhaul work.
(D) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

CLAUSE 17 - RETENTION OF RECORDS AND AUDIT

The following applies if DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION applies.

A. 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 and three months after final payment under this Subcontract or otherwise disposed of in such manner as may be agreed upon by LLNS and the Subcontractor.
B. LLNS or its authorized representative shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. The Subcontractor shall make available at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction. The Subcontractor shall fully cooperate with all audit activities, including by responding promptly to inquiries, providing requested materials in a usable format, facilitating interviews with relevant personnel, and granting reasonable access to premises, systems, or other suppliers involved in carrying out the Subcontractor's obligations. If any audit identifies non-compliance, overcharges, or deficiencies, the Subcontractor shall, at its own cost: (i) promptly remedy the issue; (ii) reimburse LLNS for any overpayments and (iii) implement corrective actions reasonably requested by LLNS.
C. The Subcontractor shall include the substance of this clause in all its lower-tier subcontracts and purchase orders.

CLAUSE 18 - LAWS AND REGULATIONS

The Subcontractor shall provide all services in accordance with all applicable laws, ordinances, statutes, codes, rules, regulations, and executive orders, including, but not limited to, those relating to wages, hours, employment discrimination, workers' compensation, immigration, safety (including those pertaining to

worker safety and health), export control, and environmental protection. The Workers' Compensation insurance policy shall endorse to the policies a "waiver of subrogation" provision in favor of LLNS and its members and affiliates and the U.S. Government. The Subcontractor shall, upon reasonable request by LLNS, provide satisfactory evidence of compliance. The Subcontractor shall ensure the relevant provisions of this clause apply to its subcontractors.

CLAUSE 19 - REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS

A. This Subcontract shall be subject to the Department of Energy Orders DOE O 221.1B, *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).

C. DOE Orders are available at https://www.directives.doe.gov/.

CLAUSE 20 - 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 21- INFORMATION TECHNOLOGY USING INTERNET PROTOCOL TECHNOLOGY

A. In order to facilitate the widescale adoption of IPv6 and in accordance with the Office of Management and Budget Memorandum 21 07 (M 21 07), if this Subcontract involves the acquisition of Information Technology (IT), as defined in Federal Acquisition Regulation 2.101, that uses Internet Protocol (IP) technology, the Subcontractor agrees that: (1) all IT hardware deliverables that use IP will comply with current IPv6 standards as defined in http://www-x.antd.nist.gov/usgv6/index.html and interoperate with both IPv6 and IPv4 systems and products; and (2) it has technical support for IPv6 equivalent to that provided for IPv4.

B. Should the Subcontractor find that the statement of work or specifications of this Subcontract do not conform to the IPv6 standard, it must notify the LLNS Contract Analyst of such nonconformance and act in accordance with instructions thereafter provided.

(END OF GENERAL PROVISIONS)