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 - COST PRINCIPLES APPLICABLE TO CHANGE ORDER ADJUSTMENTS

The Subcontractor shall estimate all costs used for change order price adjustments, at any tier, consistent with the contract cost principles and procedures for construction contracts in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by the Department of Energy Acquisition Regulation Part 931 (48 CFR Part 931) in effect as of the date of signature-execution of this Subcontract.

CLAUSE 4 - PERFORMANCE AND PAYMENT BONDS

A. If the total price of this Subcontract exceeds $150,000, the Subcontractor shall, upon execution of this Subcontract, furnish to LLNS the following bonds, unless otherwise provided in the Subcontract:

1. A Performance Bond, guaranteeing the faithful performance of this Subcontract, and

2. A Payment Bond, guaranteeing the payment of claims of material suppliers and others.

The Subcontractor shall furnish said bonds in the forms identified in the Subcontract and with sureties approved by LLNS. The Subcontractor shall pay all bond premiums.

B. The Subcontractor shall assure the penal amounts of the Performance and the Payment Bonds each remain commensurate with the total Subcontract price, encompassing design and/or build scope as described in the Subcontract for the term of the Subcontract.

C. LLNS shall approve any surety company which, at the time of execution of this Subcontract, is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

D. The Subcontractor shall promptly furnish additional security if LLNS determines such additional security is necessary to protect the interest of LLNS and the Government, and of persons supplying labor or materials under this Subcontract.

E. For Subcontracts valued between $25,000 and $150,000, the Subcontractor shall comply with payment protection requirements as described in the Subcontract and consistent with 48 CFR §28.102.

CLAUSE 5 - LIENS AND CLAIMS FOR LABOR OR MATERIALS

A. The Subcontractor shall, at any time upon request of LLNS, submit a sworn statement setting forth the work performed or material furnished by its lower-tier subcontractors and suppliers, and the amount due to become due to each, and that before final payment called for hereunder, the Subcontractor will, if requested, submit to LLNS a complete set of vouchers showing what payments have been made for material and labor used in connection with the work under this Subcontract.

B. The Subcontractor shall promptly notify LLNS in writing of any claims, demands, causes of action, or suits arising out of or related to the furnishing of material or labor in connection with the work under this Subcontract brought to its attention. The Subcontractor shall forward with notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits, and, at the request of LLNS, shall do all things and execute and deliver all appropriate documents and assignments in favor of LLNS or the Government of all the Subcontractor's rights and claims growing out of such asserted claims, as

will enable LLNS and the Government to protect their respective interests by litigation or otherwise.

C. Neither the final payment nor any part of any retained percentage shall become due until the Subcontractor, if required, delivers to LLNS a complete release of all liens arising out of this Subcontract, or receipts in full in lieu thereof, as LLNS may require, and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Subcontractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to LLNS to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to LLNS all amounts that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

D. Any lower-tier subcontractor or supplier or anyone else having any claim against the Subcontractor for or on account of work done or material furnished for the performance of the work provided for hereunder may give written notice of said claim and the amount thereof to LLNS, who may, but shall not be obliged to, thereupon withhold from payments due or to become due thereafter to the Subcontractor an amount equal to such claims until such claims are adjusted and paid. The provisions of this clause shall not lessen or diminish, but shall be in addition to, the right or duty of LLNS to withhold any payments under the provisions of this Subcontract or the laws of the State of California respecting the withholding of sums due to the Subcontractor.

CLAUSE 6 - PERMITS, RESPONSIBILITIES, AND ASSUMPTION OF RISK

The Subcontractor shall, without additional expense to LLNS, be responsible for obtaining any necessary licenses for itself and its lower-tier subcontractors, and coordinate with LLNS prior to obtaining permits for work required by this Subcontract either on or off Federal property. The Subcontractor is further responsible for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Subcontractor shall be responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence. The Subcontractor assumes all risk and responsibility for damage to any materials used or work done in connection with the work from any cause or causes whatsoever, including fire, earthquake and storm, prior to the completion and acceptance of the work, and shall at Subcontractor's own cost and expense, repair and/or replace any work or materials damaged or destroyed. Since no form of property insurance is carried by LLNS, it will be the responsibility of Subcontractor to provide its own protection in this respect, and the cost of such protection is deemed to be included in the Subcontract price.

CLAUSE 7 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROLS

A. The Subcontractor shall comply with all applicable U.S. export control laws and regulations in the performance of this Subcontract and the distribution and use of resulting work products. The Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Subcontractor shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person 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 8 - ENVIRONMENTAL AFFIRMATIVE PROCUREMENT PROGRAM REQUIREMENTS

A. In the performance of this Subcontract, the Subcontractor shall comply with the requirements of the U.S. Department of Energy Affirmative Procurement Program Guidance. This guidance includes requirements concerning the use of sustainable environmental practices, including the acquisition of environmentally preferable, energy efficient, water-efficient, recycled content, and biobased products. This guidance is available on the Internet at https://sustainabilitydashboard.doe.gov/.

B. In complying with the above requirements, the Subcontractor shall coordinate its activities with the LLNS Contract Analyst. The Subcontractor shall immediately advise the LLNS Contract Analyst if it is unable to procure required products identified in paragraph A above because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements.

C. The Subcontractor shall prepare and submit reports, at the end of the federal fiscal year and by subcontract completion, on matters related to the acquisition by the Subcontractor of items with recovered/recycled content, as designated in EPA's Comprehensive Procurement Guidelines. The reports shall be submitted to the LLNS Contract Analyst in a manner and at a time or times acceptable to both parties.

CLAUSE 9 - 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 in writing by the LLNS Contract Analyst. The Subcontractor shall warrant any reconditioned items 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 Analyst. 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. An item is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or national consensus standards or whose documentation, appearance, performance, material, or other characteristics may have been misrepresented by the vendor, supplier, distributor, or manufacturer. A counterfeit item is one that has been copied or substituted without legal right or authority or whose material, performance, or characteristics have been misrepresented by the vendor, 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.

E. Under its DOE Prime Contract, LLNS is required to notify its Contracting Officer and submit a report to the Government-Industry Data Exchange Program (GIDEP) of any suspect/counterfeit items or common items that have major or critical nonconformance as required by FAR 52.246-26, Reporting Nonconforming Items.

CLAUSE 10 - 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 qualifies 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 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 copies of the Protected Information described above which is 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 Protected 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 Seller 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 11 - 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 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 shall have 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 - 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 and other proposal information or content consistent with LLNS' Change Order Procedures.

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 sixty (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 fifteen (15) calendar days of the date of the decision, notifies LLNS in writing (by certified mail, return receipt requested) that Subcontractor disputes the decision.

D. Initial Dispute Claim 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 14 - 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 "Contractor" means the entity (hereinafter "Subcontractor") who entered into the Subcontract with LLNS; the term "subcontractor" means the Subcontractor's subcontractor, the terms "Government" means LLNS and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.227-1, 52.227-4, 52.227-14, 52.227-19, and DEAR clauses 970.5227-5, 970.5232-3, 952.227-11, and 952.227-13 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 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)
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 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 952.203-70	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 52.215-15	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 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2018)
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)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), with ALTERNATE I (JUL 1995). Applies if the Subcontract involves delivery of hazardous materials.
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2.
FAR 52.225-9	BUY AMERICAN ACT-CONSTRUCTION MATERIALS (NOV 2021)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
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.
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies to commercial computer software.
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023). Applies if the Subcontractor is a small business.
FAR 52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
FAR 52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)
FAR 52.236-5	MATERIALS AND WORKMANSHIP (APR 1984)
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 52.243-4	CHANGES (JUN 2007)
FAR 52.244-2	SUBCONTRACTS (JUN 2020). Paragraph (d) insert is: "Any subcontract or purchase order for supplies or services exceeding $100,000 that are not a "commercial product" or "commercial service" (as defined by FAR 2.101) or for any work at a LLNS-controlled site."
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
FAR 52.245-1	GOVERNMENT PROPERTY (APR 2012), 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 52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
FAR 52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994), with ALTERNATE I (APR 1984)
FAR 52.246-26	REPORTING NONCONFORMING ITEMS (NOV 2021). Applies if the Subcontract is for 1) items subject to higher-level quality standards in accordance with FAR 52.246-11, Higher-Level Contract Quality Requirement; 2) items determined to be critical items for which use of the clause is appropriate; or 3) for services, if the Subcontractor will furnish, as part of the service, any items that meet the criteria specified herein.
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 (NOV 2021). Applies if the Subcontract involves ocean transportation of supplies other than "commercial products", except as described in paragraph (e)(4) of the clause.
FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012), with ALTERNATE I (SEP 1996)
FAR 52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2024 – NNSA CLASS DEVIATION FEB 2022), Paragraph (a) through (h), excluding Paragraph (d). Applies if costs 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 TO DESIGN SCOPE FOR DESIGN-BUILD

FAR 52.227-3	PATENT INDEMNITY (APR 1984)
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) Applies if the Subcontract is based upon a proposal containing technical data.
FAR 52.236-23	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)
FAR 52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $2,000:

FAR 52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018) (Note: Download the Davis-Bacon Poster (WH-1321) at: https://www.dol.gov/whd/programs/dbra/wh1321.htm
FAR 52.222-7	WITHHOLDING OF FUNDS (MAY 2014)
FAR 52.222-8	PAYROLLS AND BASIC RECORDS (JUL 2021)
FAR 52.222-9	APPRENTICES AND TRAINEES (JUL 2005)
FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
FAR 52.222-12	CONTRACT TERMINATION - DEBARMENT (MAY 2014)
FAR 52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)

FAR 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018). No price adjustment is provided.

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

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 Seller 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 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

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

APPLICABLE IF THE SUBCONTRACT EXCEEDS $15,000:

FAR 52.222-3 CONVICT LABOR (JUN 2003)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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 $100,000:

FAR 52.227-4 PATENT INDEMNITY-CONSTRUCTION CONTRACTS (DEC 2007)

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 acquisition 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 commercial services.
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 $2,000,000:

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 COST OR PRICING DATA (AUG 2011)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

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 SUBCONTRACT INCLUDES ACCESS TO 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 DESIGN-BUILD AND FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION WORK OR NON-STANDARD DESIGN WORK:

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). Applies 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.
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)

CLAUSE 15 - 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 16 - 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 17 - LAWS AND REGULATIONS

The Subcontractor shall perform all work and provide all goods 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 18 - 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 19 – SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS

In addition to the obligations, remedies or rights described elsewhere in this Subcontract, the following shall apply:

A. Equitable Adjustments

Subcontractor agrees that requests for equitable adjustment shall be submitted within the shorter of the timeframes described in the FAR provisions incorporated into this Subcontract and thirty days from the occurrence of the act or event that forms the basis for the request for equitable adjustment. Untimely submission of any request for equitable adjustment constitutes independent grounds for denial of the request.

B. Inspection and Audit

1. The Subcontractor shall make the work and all materials accessible at all reasonable times for inspection by LLNS. The Subcontractor shall furnish LLNS with full reports of the progress of the work at any place where materials covered by this Subcontract are in the process of preparation or manufacture, in such detail as may be required by LLNS. Upon request, LLNS shall be allowed access to all of the Subcontractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certified payroll and similar documentation relating to this Subcontract and the Subcontractor's performance of work thereunder. The Subcontractor agrees to preserve and maintain all such documentation for a period of three years after Subcontractor completes its work, or for such longer period as may be required by law. The Subcontractor shall promptly provide LLNS with copies of all of Subcontractor's daily and/or weekly logs and jobsite reports related to Subcontractor's work under the Subcontract. The Subcontractor shall include the substance of this clause in all its lower-tier subcontracts and purchase orders.

2. LLNS may by written notification to the Subcontractor, require that the Subcontractor submit a plan to replace or correct work found by LLNS not to conform to subcontract

requirements. The Subcontractor shall provide the plan, or replace or correct the work, within three business-days after notification. If the Subcontractor does not provide the plan or replace or correct the work within the three-business-day period after notification, LLNS may consider the Subcontractor to be in default.

C. Suspension of Work

Upon receipt of written notification from LLNS to delay, suspend or interrupt work, the Subcontractor shall unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities with respect to suspended work other than to the extent required in the notice;

3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to LLNS of all order, subcontracts, and rental agreements to the extent they relate to performance of the suspended work;

4. Continue to protect and maintain the existing work performed under this Subcontract including those portions on which work has been suspended;

5. Take all other reasonable steps to minimize costs associated with the suspension; and

6. Provide LLNS with proposed suspension costs within ten business-days of the written notification of the end date for suspension of work

D. Default

1. Notwithstanding any other provisions of this Subcontract or to the applicable FAR clauses incorporated herein, Subcontractor shall be considered in default of its contractual obligations under this Subcontract if it:

   a. Following a request by LLNS, fails to timely correct nonconforming work and/or continues to perform work which fails to conform to the requirements of this Subcontract;

   b. Fails to make progress so as to endanger timely completion of this Subcontract;

   c. Abandons or refuses to proceed with any of the work subject to this Subcontract, including work discussed in modifications or Change Orders to the Subcontract;

   d. Following requests by LLNS, fails to timely provide adequate assurance acceptable to LLNS of Subcontractor's ability to meet the quality standards, or the Subcontract milestones, or its financial capability in relation to this Subcontract, or adequate third-party security acceptable to LLNS;

e. Fails to comply with LLNS safety and security requirements;

f. After receiving a notice from LLNS, fails to immediately correct an unsafe condition for which it is responsible or cease an unsafe act;

g. Fails or refuses to supply enough properly skilled workers or proper materials to meet Subcontract milestones;

h. Fails to make payments to its subcontractors and supplier for work performed or materials supplied under this Subcontract;

i. Fails to perform Subcontract work in accordance with applicable laws, statutes, ordinances codes, rules and regulations, or lawful orders of a public authority; or

j. Fails to fulfill or comply with any of the other terms of this Subcontract.

2. In cases where the Subcontractor asserts that unusually severe weather caused a delay, LLNS may consider the Subcontractor to be in default if the Subcontractor fails to demonstrate with relevant data, documentation and daily construction reports, that the weather conditions were: (i) abnormal for the period of time and location, based upon independent, nationally recognized sources for seasonal weather data, (ii) could not have been reasonably anticipated, and (iii) prevented work on critical path activities for 50% or more of the Subcontractor's scheduled work day.

3. Excess Costs

Subcontractor and its sureties, if any, shall be liable for all costs in excess of the Subcontract price for such terminated work reasonably and necessarily incurred in the completion of the work, including but not limited to all fees and costs in exercising any remedy, and all costs incurred by LLNS for Subcontractor's breach of this Subcontract. Subcontractor shall not be entitled to any payment for the terminated work. Upon termination of this Subcontract, payment of all amounts due Subcontractor for work performed under this Subcontract may be withheld pending completion of the work, and may be used to offset liabilities of Subcontractor under this Subcontract. If the re-procurement costs, completion costs and damages exceed the balance of the Subcontract Price, the Subcontractor shall promptly pay the excess amount to LLNS.

E. Cure or Termination

Upon the occurrence of any items listed in section D – Default of this clause 21, LLNS may elect to either request that the Subcontractor cure or LLNS may elect to terminate the Subcontract immediately upon written notice.

1. Cure: LLNS will notify Subcontractor in writing of the nature of the breach or failure and will demand a cure or a plan to cure from the Subcontractor. If the Subcontractor does not cure the failure within ten days or fails to provide a plan to cure that is

satisfactory to LLNS for doing so and executes that plan so the breach is cured, LLNS may terminate this Subcontract for default.

2. Termination: LLNS may terminate the Subcontract immediately upon written notice without any cure period. In the event of termination under this Clause, LLNS may complete the work contemplated under this Subcontract by any method deemed expedient. LLNS may utilize Subcontract's craft labor and may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property of any kind (including intellectual property and computer software) used by the Subcontractor and necessary to complete the work contemplated within this Subcontract.

F. Subcontractor Responsibilities When Terminated for Default

Upon termination for default, the Subcontractor shall:

1. Immediately and safely discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated work under this Subcontract;

2. Inventory, maintain and turn over to LLNS all collateral and all data, designs, licenses, equipment, materials, plant, tools, and property furnished under the Subcontractor or provided by LLNS for performance of the terminated work;

3. Upon LLNS written direction, either (i) promptly cancel, upon terms satisfactory to LLNS, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or (ii) assign those agreements and Subcontractor's rights under those agreements to LLNS or a third part selected by LLNS.

4. Cooperate with LLNS in the transfer of data, designs, licenses and information and disposition of work in progress to mitigate damages;

5. Comply with other reasonable requests from LLNS regarding the terminated work; and

6. Continue to perform in accordance with all the terms and conditions of this Subcontract such portion of the work that is not terminated.

G. Miscellaneous

1. If after termination pursuant to this Clause, it is determined for any reason that Subcontractor was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to a termination of convenience.

2. For excusable delays not caused by LLNS or the Government, the sole remedy shall be equitable adjustments to the period of performance.

CLAUSE 20 – SUPPLEMENTAL WARRANTY FOR CONSTRUCTION

A. In addition to the requirements described elsewhere in the Subcontract (including but not limited to incorporated Division 01 Construction Specifications - General Requirements), the period for the warranty obtained in FAR 52.246-21, Warranty for Construction, shall also continue for a period longer than one year, if and as required by law.

B. All warranty work performed by the Subcontractor shall be subject to all applicable Subcontract requirements including, without limitation, those pertaining to safety, security and insurance, inclusive of all LLNS provided updates to the foregoing, prior to commencing such work.

CLAUSE 21 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

A. The Subcontractor’s attention is called to the EQUAL OPPORTUNITY and AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION clauses of the GENERAL PROVISIONS.

B. The goals for minority and female participation, expressed in percentage terms for the Subcontractor's aggregate work force in each trade on all construction work in the covered area, are as follows.

Goal for Minority Participation for each trade	Goal for Female Participation for each trade
25.6% - Alameda County 24.3% - San Joaquin County	6.9% - All Counties

These goals are applicable to all the Subcontractor's construction work performed in the covered area. If the Subcontractor performs construction work in a geographical area located outside the covered area, the Subcontractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

C. The Subcontractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR Part 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION clause, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Subcontract, and in each trade. The Subcontractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Subcontractor's goals shall be a violation of this

Subcontract, Executive Order 11246, as amended, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

D. The Subcontractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within ten working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under this Subcontract. The notification shall list the name, address, and telephone number of the subcontractor, employer's identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the subcontract will be performed.

E. As used in this clause, the "covered area" is that county in which the work will be performed.

CLAUSE 22 – 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 23 - GOVERNING LAW AND VENUE

This 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 24 - 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.

CLAUSE 25 - 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.

(END OF GENERAL PROVISIONS)