LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS
(Domestic Educational Institutions & Nonprofit Organizations)

CLAUSE 1 - DEFINITIONS

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

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

“DEAR” means the Department of Energy Acquisition Regulations.

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

“FAR” means the Federal Acquisition Regulations.

"Government" means the U.S. Government.

"LLNL" means the Lawrence Livermore National Laboratory.

“LLNS” means Lawrence Livermore National Security, LLC.

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

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

CLAUSE 2 - SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

A. As used in this clause:
   1. Team Member includes the entities identified at https://www.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 - ACADEMIC PUBLICATIONS

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

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

CLAUSE 4 – SCIENTIFIC INTEGRITY

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

1. When expressing opinions on policy matters to the public and media, Subcontractor and its personnel must make it clear when they are expressing their personal views, rather than those of LLNS, the Department of Energy (DOE) or the U.S. Government.
2. The Subcontractor may not suppress or alter scientific or technological findings, nor intimidate or coerce its personnel, subcontractors, or others to alter or censor scientific or technological findings or conclusions. The Subcontractor must also not suppress or alter the social media posts of personnel that express scientific and technical opinions or related policy opinions.
3. The Subcontractor must provide its personnel an opportunity to review, prior to publication or release, any public communication that substantially relies on their research or is related under their name.
4. Subcontractor may not publicly represent LLNS, DOE, or the U.S. Government's position or policies without advance written approval from DOE.

CLAUSE 5- ASSIGNMENTS

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

CLAUSE 6- DISPUTES

A. All disputes arising under or otherwise 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. Notwithstanding any provision in this Subcontract, the Subcontractor shall proceed diligently with performance of this Subcontract, pending final resolution of any dispute hereunder.

B. To help resolve disputes in the most efficient and cost-effective process possible, all disputes arising under or otherwise relating to this Subcontract must proceed through the following stages of dispute resolution:
   1. Stage 1: If either party believes that the other is or will not be able to perform as required under this Subcontract, it may raise such concern with the other party at any time. If the dispute is not resolved after thirty (30) calendar days of first being raised, then either party may escalate the matter to Stage 2.
   2. Stage 2: Under Stage 2, the matter is elevated to the respective management of both parties for resolution. LLNS will elevate the matter to its Department Head for Procurement and the other party will elevate the matter to its equivalent or higher. Management of both parties will have thirty (30) calendar days to resolve the matter or to mutually agree upon a plan to resolve the matter. If the parties' respective managements cannot agree on a resolution of the matter, either party may further elevate the matter to Stage 3.
   3. Stage 3: Under Stage 3, the parties agree to mediate the dispute as a pre-condition to either party initiating litigation. 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.

4. Stage 4: In the event that the dispute is not resolved through the mediation conducted pursuant to Stage 3, then either party may provide written notice that the mediation is terminated and it intends to pursue litigation pursuant to the *GOVERNING LAW AND VENUE* clause of these GENERAL PROVISIONS. Neither party can initiate litigation until fifteen (15) calendar days have passed after delivery of the notice of the termination of the mediation.

CLAUSE 7 – GOVERNING LAW AND VENUE

The Subcontract shall be interpreted in accordance with the substantive laws of the State of California, except for: (A) the FAR and DEAR clauses incorporated by reference, which shall be interpreted in accordance with the substantive law of federal government contracts; or (B) if Subcontractor is a State Agency, State University or College, or other state or local government agency, and that State requires that such agencies, colleges or universities only be bound by the laws of the particular state, LLNS agrees that this Subcontract will be interpreted in accordance with the substantive and procedural laws of that State. Any action at law or judicial proceeding arising from or in connection with the Subcontract shall be brought exclusively in the state or federal courts serving Alameda County, California or, if the underlying dispute arises from activity occurring at LLNL's Site 3030, San Joaquin County, California.

CLAUSE 8- 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 or entity in the performance of this Subcontract, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.

B. LLNS complies with all applicable United States Government export control laws and regulations and shall not use or transfer technology and/or items procured from the Subcontractor in contravention of such laws and regulations.

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

CLAUSE 9 – SUSTAINABLE ACQUISITION

A. In the performance of this Subcontract, the Subcontractor shall utilize environmentally preferable products and services and recovered material as defined in 48 CFR 2.101 and 11.301 (i.e., products and services that have a lesser or reduced effect on human health and the environment, including those that are energy efficient (ENERGY STAR or FEMP-designated), water efficient, bio-based, environmentally preferable, EPEAT registered, non-ozone depleting, and less toxic) to the maximum extent possible without conflicting with the technical requirements of the Subcontract or jeopardizing the intended end use of the Ordered Items or services to be furnished under this Subcontract.

B. To the extent practicable, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Subcontract shall be no less than 30 percent post-consumer material.

C. The Subcontractor shall notify the LLNS Contract Analyst in writing if an "EPA-designated item", as defined in 48 CFR 23.101, 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 10- TAX ASSESSMENT NOTIFICATION

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

CLAUSE 11- COST ACCOUNTING STANDARDS (CAS) LIABILITY

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

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

CLAUSE 12- LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS

Generally, delivery of Limited Rights Data or Restricted Computer Software, as defined in FAR 52.227-14 (a), should not be necessary. If any Limited Rights Data will be furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to paragraph (g) 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 13- RECORDS MANAGEMENT PROGRAM

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

CLAUSE 14- SECURITY REQUIREMENTS

A. This Subcontract is intended for unclassified, publicly releasable research or development work. LLNS does not expect that results of the research project will involve classified information or Unclassified Controlled Nuclear Information (UCNI) (See 10 CFR part 1017). However, LLNS may review the work generated under this Subcontract at any time to determine if it requires classification or control as UCNI.

B. If, subsequent to the date of this Subcontract, a review reveals that classified information or UCNI is being or may be generated under this Subcontract, then the Subcontractor shall use its best efforts to protect the information, and LLNS may direct a change to the security requirements of this

Subcontract. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Subcontract, the Subcontract shall be subject to an equitable adjustment as if the changes were directed under the *CHANGES* clause of this Subcontract.

C. If the security requirements are changed, the Subcontractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Subcontract in compliance with the change in the security requirements. If the Subcontractor determines that continuation of the work under this Subcontract is not practicable because of the change in security requirements, the Subcontractor shall notify the LLNS Contract Analyst in writing. Until the LLNS Contract Analyst provides direction, the Subcontractor shall protect the material as directed by LLNS.

D. After receiving the written notification, the LLNS Contract Analyst shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow the Subcontractor to continue performance of work under this Subcontract.

E. Within 15 business days of receiving the written notification of the Subcontractor's stated inability to proceed, the LLNS Contract Analyst must determine whether (1) these security requirements do not apply to this Subcontract, or (2) a mutually satisfactory method for continuing performance of work under this Subcontract can be agreed upon. If this determination is not made, the Subcontractor may request the LLNS Contract Analyst to terminate the Subcontract in whole or in part. The LLNS Contract Analyst shall terminate the Subcontract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the *TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT* clause.

CLAUSE 15 - 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 16- 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).

CLAUSE 17- LAWS AND REGULATIONS

The Subcontractor shall comply with all applicable State and Federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment discrimination, 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 - 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 19 - 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 20 - CLAUSES INCORPORATED BY REFERENCE

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

As used in the clauses, the term "contract" means this Subcontract; the term "Contractor" means the Subcontractor; the term "subcontractor" means the Subcontractor's subcontractor; the term "Government" means LLNS, and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.227-14, 52.227-19, and 52.227-23 and DEAR clauses 970.5227-4, 952.227-11, 952.227-13, 970.5227-5 and 970.5232-3, in which clauses the term "Government" remains unchanged and "Contracting Officer" means the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in FAR clause 52.245-1 and its Alternate II with respect to title, the term "Government" remains unchanged. As used in DEAR clause 970.5227-8, the term "DOE" means DOE/NNSA or LLNS.

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

APPLICABLE TO ALL SUBCONTRACTS, AS INDICATED:

FAR 52.202-1 DEFINITIONS (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 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 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies if the Subcontract is for unclassified research involving nuclear technology.
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010). Applies if cost or pricing data or pre- or post-award cost determinations subject to FAR Part 31 are required.
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018). In Paragraph (a), substitute Subpart 31.2 with Subpart 31.3 for educational institutions and Subpart 31.7 for non-profit organizations.
FAR 52.216-15	PREDETERMINED INDIRECT COSTS RATES (APR 1998). Applies if the Subcontractor is an educational institution.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2018). Applies if the Subcontract involves the use of laborers or mechanics.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016) (NOTE: Download the EEO Poster at: https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (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 52.225-13	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.
37 CFR 401.14	STANDARD PATENT RIGHTS. Applies only if the Subcontractor is 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 "non-profit organization" per 37 CFR 401.14(a)(6).
FAR 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014) with ALTERNATES II (DEC 2007), III (DEC 2007), IV (DEC 2007), & V (DEC 2007) and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000). (Also see the above LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS clause). Applies to data other than commercial computer software. Note that pursuant to DEAR 927.409(a)(1), Alternate IV is not available for universities, colleges or other institutions of higher learning, for research and development subcontracts when Software is specified for delivery in the applicable Statement of Work. The term "Software" is as defined in DEAR 927.409(a)(2).
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 containing technical data.
FAR 52.232-20	LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 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).
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
FAR 52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989) and ALTERNATE I (APR 1984)
FAR 52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) and ALTERNATE V (APR 1984)
FAR 52.244-2	SUBCONTRACTS (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 52.244-5	COMPETITION IN SUBCONTRACTING (AUG 2024)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

FAR 52.245-1	GOVERNMENT PROPERTY (SEP 2021) and ALTERNATE II (APR 2012)
FAR 52.246-9	INSPECTION Of RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies if the Subcontract involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (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 52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (AUG 2016)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $3,500

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025). Applies if the Subcontract is for construction or services in the United States, excluding commercial services purchased with a commercially available off-the-shelf (COTS) item or a COTS item with minor modifications. If the Subcontractor is not enrolled as a Federal Contractor (with E-Verify Clause) at time of subcontract award, the Subcontractor shall demonstrate that it has enrolled as a Federal contractor (with 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 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). Applies if the Subcontract requires delivery of end products.

APPLICABLE IF THE PO 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 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 PO involves performance of acquisition functions closely associated with inherently governmental functions unless the PO is with a self-employed individual and the self-employed individual will perform the acquisition functions entirely.
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 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) PARAGRAPH (a)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2024)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $500,000:

FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $900,000

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021). Applies unless 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)
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 52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (JUN 2020), excluding Paragraph (b). Applies if the Subcontractor is an Educational Institution and not a FFRDC.
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

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

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

CLAUSE 21 - 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 22 - 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.

(END OF GENERAL PROVISIONS)