LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR TIME & MATERIALS SUBCONTRACTS

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 - TECHNICAL DIRECTION AND CHANGES

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

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

C. The LLNS Technical Representative is not authorized to issue any technical direction which would: (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and

specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work, the fixed fee, or the time required for performance of the work; (5) change any expressed terms or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

Any such technical direction must first be authorized by a written change order to this Subcontract issued by the LLNS Contract Analyst, as provided in the clause of the GENERAL PROVISIONS entitled *CHANGES–TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS.*

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

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

CLAUSE 4 - APPROVAL OF TECHNICAL DATA

A. If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by LLNS prior to Subcontractor performance, the approval of the data by LLNS does not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval is at the Subcontractor's risk.

B. If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If LLNS approves any such variation(s), such approval will only be communicated via a change order to the Subcontract issued by the LLNS Contract Analyst.

C. Unless otherwise specified, LLNS requires a period of 10 business days from date of receipt to review and approve the data. If LLNS does not approve the data within the allotted time period, the parties will establish a new time period for review and approval of the data and, if necessary, the delivery schedule or completion date will be equitably adjusted.

CLAUSE 5 - 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 United States Government export control laws and regulations and shall not use or transfer technology and/or items procured from the Subcontractor in contravention of such laws and regulations. All goods that LLNS procures under the Prime Contract belongs to

DOE/NNSA and the United States Government. The goods being procured under this Subcontract are intended for use in support of the Prime Contract with DOE for the purposes of meeting LLNS' national security mission for NNSA. This clause serves as notice 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 ensure the provisions of this clause apply to its subcontractors.

CLAUSE 6 - 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 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 7 - 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 materials or supplies the same as new items.

B. LLNS will not accept any work involving the furnishing or use of materials or supplies, found by LLNS to not meet the minimum requirements of paragraph A, above; to be reconditioned; or to constitute suspect/counterfeit items, notwithstanding any inspection or acceptance of delivery by LLNS, unless such condition is specifically approved in writing by the LLNS Contract 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 8- SHIPMENTS FOR LLNS' ACCOUNT

Except as otherwise provided in the Subcontract, all shipments by the Subcontractor for LLNS' account shall be (1) shipped F.O.B. Destination (as defined in FAR 47.303) and marked as shipped "For the U. S. Department of Energy;" and (2) shipped at the maximum declared value for the lowest applicable transportation rate or classification, and the bill of lading shall so note. The Subcontractor shall mark all airway bills with the appropriate "Government Package" entry. LLNS may deduct from the Subcontractor's invoice(s) those shipping costs in excess of those authorized per the "Shipping Instructions" specified on the face of the Subcontract. Subcontractor may choose to insure the shipment, if it wishes to do so, but such insurance costs will not be allowable under this Subcontract, unless authorized in writing by the LLNS Contract Analyst.

CLAUSE 9- PACKAGING INSTRUCTIONS

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

CLAUSE 10 - PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR SUBCONTRACTS

LLNS will pay the Subcontractor as follows upon the submission of invoices approved by the LLNS Contract Analyst or designee:

A. Labor Rates

1. LLNS will pay the Subcontractor for labor at the labor rates prescribed in the Subcontract. The labor rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The amounts shall be computed by multiplying the appropriate labor rates in the Subcontract by the number of direct labor hours performed.
2. The labor rates shall be paid for all labor that meets the qualifications for the specified labor categories. Labor hours will not be paid to the extent the work is performed by personnel that do not meet the qualifications for the specified labor categories, unless specifically authorized by the LLNS Contract Analyst.
3. The labor rates in the Subcontract shall apply to work performed on an overtime basis unless otherwise specified in the Subcontract. If overtime is authorized in advance by the LLNS Contract Analyst, overtime rates shall be established in the Subcontract. The premium portion of the overtime rates shall be payable only to the extent the actual overtime work performed is approved by the LLNS Contract Analyst.

B. Materials

1. For the purposes of this clause:
   (a) Materials means: (1) direct materials; (2) lower-tier subcontracts for supplies and services for which there is not a labor category specified in the Subcontract; and (3) other direct costs (e.g., travel, computer usage charges, and other such incidental services for which there is not a labor category specified in the Subcontract).
   (b) Direct materials means those materials that are directly incorporated into the end product or that are consumed directly in connection with the furnishing of the end product or service, including supplies transferred between divisions, subsidiaries, or affiliates of the Subcontractor under a common control.
2. If the Subcontractor furnishes its own materials that meet the definition of commercial product in FAR 2.101, the price to be paid for such materials shall not exceed the Subcontractor's established catalog or market price, adjusted to reflect the quantities being acquired; and the actual cost of any modifications necessary because of Subcontract requirements.
3. Except as provided in Paragraph B.2 of this clause, LLNS will reimburse the Subcontractor for materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the effective date of the Subcontract, provided the Subcontractor has paid for the materials or will pay for the materials within 30 business days of submission of the Subcontractor's invoice to LLNS, per the terms of a contract or invoice for the materials. Reimbursement for travel expenses will be in accordance with the *Travel Expense Rules for Sellers/Subcontractors*, if included in the Subcontract. Profit or fee shall not be payable on materials except as provided for in FAR 31.205-26(e) and (f).
4. If the Subcontract stipulates that an indirect costs charge may to be applied to the cost of the materials, such indirect costs charge shall only apply to the extent it is: (a) comprised of costs that are clearly excluded from the labor rates; and (b) allocated in accordance with the Subcontractor's written or established accounting practices, and approved by LLNS Contract Analyst. Such indirect costs charge shall not be applied to lower-tier subcontracts that are paid at the labor rates prescribed in the Subcontract.
5. To the extent able, the Subcontractor shall (a) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (b) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, the Subcontractor shall promptly notify the LLNS Contract Analyst and give the reasons. The Subcontractor shall give credit to LLNS for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Subcontractor or would have accrued except for the fault or neglect of the Subcontractor.

C. Total Cost

It is estimated that the total cost to LLNS for the performance of the Subcontract will not exceed the ceiling price set forth in the Subcontract, and the Subcontractor agrees to use its best efforts to perform the work specified in the Subcontract and all obligations under the Subcontract within such ceiling price. If at any time during performing the Subcontract, the Subcontractor has reason to believe that the total cost to LLNS for performance of the Subcontract will be greater or substantially less than the then stated ceiling price, the Subcontractor shall so notify the LLNS Contract Analyst, giving a revised estimate of the total price for performing the Subcontract, with supporting reasons and documentation.

D. Ceiling Price

LLNS will not be obligated to pay the Subcontractor any amount in excess of the ceiling price stated in the Subcontract, and the Subcontractor shall not be obligated to continue performance if to do so

would exceed the ceiling price, unless and until the LLNS Contract Analyst issues a written unilateral Modification to the Subcontract specifically increasing the ceiling price. When and to the extent that the ceiling price has been increased, any hours expended and material costs incurred by the Subcontractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

E. Invoices

1. Invoices may be submitted to the LLNL office specified in the Subcontract once each month (or at more frequent intervals if stipulated in the Subcontract or approved by the LLNS Contract Analyst). All invoices must identify in sufficient detail the work performed and tasks accomplished, the effort expended by labor category, the materials used, and other direct expenses incurred, and substantially comply with the requirements of the attached T&M INVOICE FORM & INSTRUCTIONS. All invoices for labor shall be accompanied by individual daily job timekeeping records, labor distribution report, or other substantiation approved by the LLNS Contract Analyst. The Subcontractor shall maintain records which support all invoiced costs, including records evidencing actual payment, and provide them to LLNS upon request.
2. Invoices requesting reimbursement for any property acquired by the Subcontractor shall include a completed copy of the PROPERTY IDENTIFICATION LIST form included with the Subcontract.
3. The Subcontractor acknowledges under penalty of law that when the Subcontractor submits an invoice to LLNS for payment that the Subcontractor expects that the invoice will be paid by LLNS, and that LLNS will be reimbursed by the Federal Government through the U.S. Department of Energy. Therefore, based on personal knowledge and good faith belief, the Subcontractor certifies that invoices will be truthful and accurate, and that the costs and charges set forth in the invoices submitted to LLNS will be necessary for such matters contemplated pursuant to this Subcontract.

F. Payments

1. LLNS will make interim payments by the 30^{th} day after receipt of a substantiated invoice, or as otherwise provided in the Subcontract, unless an audit or other review is required to ensure compliance with the terms and conditions of the Subcontract.
2. LLNS may unilaterally withhold up to five percent of the amounts payable to the Subcontractor for labor until a reserve is set aside in an amount that the LLNS Contract Analyst considers necessary to protect LLNS' interests, but the total amount withheld for the Subcontract shall not exceed $50,000. The amounts withheld may be retained until the Subcontractor executes and delivers an Assignment and Release as required by Paragraph H of this clause.
3. LLNS will make final payment under the Subcontract after: (a) receipt and approval of the Subcontractor's invoice designated as the "final invoice", with supporting documentation; (b) an Assignment and Release as required by Paragraph H; and (c) upon compliance by the Subcontractor with all the terms and conditions of the Subcontract, including, without limitation, those related to patents, property, and security. The final invoice, with supporting documentation, shall be submitted by the Subcontractor as soon as practicable following completion of the work under the Subcontract, but in no event later than one year from the date of completion or such longer period as the LLNS Contract Analyst may approve in writing.
4. Payments are subject to (1) LLNS' acceptance of the work based on the requirements of the Subcontract and a high professional standard of quality; (2) receipt and LLNS acceptance of any required deliverables; and (3) applicable credits, tax withholds, retentions, offsets, rebates, and refunds. Payments shall not be subject to the Prompt Payment Act or any late payment interest or charges.

5. If the Subcontractor enters into any lower-tier subcontract that requires consent under the *SUBCONTRACTS* clause of these GENERAL PROVISIONS (FAR 52.244-2) without obtaining such consent, LLNS shall not be required to reimburse the Subcontractor for any costs incurred under the lower-tier subcontract prior to the date the Subcontractor obtains the required consent, and any such reimbursement shall be at the sole discretion of LLNS.

G. Audit

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

H. Assignment and Release

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

(a) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Subcontractor.

(b) Claims, together with reasonable incidental expenses, based upon the liabilities of the Subcontractor to third parties arising out of performing the Subcontract, that are not known to the Subcontractor on the date of the execution of the release, and of which the Subcontractor gives notice in writing to the LLNS Contract Analyst not more than six years after the date of the release or the date of any notice to the Subcontractor that LLNS is prepared to make final payment, whichever is earlier.

(c) Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of LLNS or the U.S. Government against patent liability), including reasonable incidental expenses, incurred by the Subcontractor under the terms of the Subcontract relating to patents.

CLAUSE 11 - PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a Subcontract price adjustment pursuant to the "Changes" clause or any other provision of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by DEAR Part 931(48 CFR Part 931) then in effect. LLNS reserves the right to review the Subcontractor's records to verify that such price adjustments conform to these requirements. The review may be performed by LLNS personnel or a designee.

CLAUSE 12 - COST ACCOUNTING STANDARDS (CAS) LIABILITY

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

If the Subcontract is subject to either FAR 52.230-2 or FAR 52.230-6, notwithstanding the provisions of the clause, or of any other provision of this Subcontract, the Subcontractor 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 13 - INSPECTION

A. LLNS reserves the right to inspect and test all materials furnished and services performed under this Subcontract, to the extent practicable, at all places and times, including the period of performance, and in any event before acceptance. LLNS may also inspect the plant or plants of the Subcontractor or any subcontractor engaged in Subcontract performance. LLNS shall perform the inspections and tests in a manner that will not unduly delay the work. LLNS shall reject performance or revoke its acceptance within a reasonable time after a defect is discovered and before any substantial change occurs in the condition of the materials furnished or services performed, unless the change is due to a defect therein.

B. If any materials or services are not in accordance with the terms and conditions of the Subcontract, LLNS shall notify the Subcontractor that the materials or services are rejected, which may also be inferred by the circumstances. Thereupon, the Subcontractor shall, at its own expense, take the necessary corrective action.

C. The Subcontractor shall provide and maintain an inspection system acceptable to LLNS covering the material, fabricating methods, work, and services under this Subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to LLNS during Subcontract performance and for as long afterwards as the Subcontract requires.

D. If LLNS performs inspection or test on the premises of the Subcontractor or a subcontractor, the Subcontractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. LLNS is not obligated to inspect the materials furnished and services performed, and neither the inspection nor the lack of inspection by LLNS shall relieve the Subcontractor of its responsibility for providing the materials and services in accordance with the terms and conditions of the Subcontract. The inspection or use of or payment for any materials or services under the Subcontract, either wholly or in part, may not be construed as an acceptance.

CLAUSE 14 - WARRANTY

A. The Subcontractor warrants that the supplies and services furnished under this Subcontract shall be: (1) free from defects in workmanship, material, and Subcontractor's design or engineering contributions; and (2) of the most suitable grade and exactly as specified in the descriptions and specifications of this Subcontract and the affirmations and promises made by the Subcontractor in its proposal. The Subcontractor further warrants that the data and documentation provided by the Subcontractor or its suppliers shall be complete and accurate and may be relied upon by LLNS.

B. The Subcontractor shall correct any nonconformance with this warranty discovered within one year after formal acceptance or initial use of the supplies and services. Such corrective action shall be at the Subcontractor's expense, including any related transportation costs. The limited warranty period shall not apply in the case of latent defects, specific failure to comply with the terms of this Subcontract, or fraud or such gross mistakes as amount to fraud.

CLAUSE 15 – 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 16 – 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 available 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 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 Subcontractor shall comply with applicable requirements of DOE Order 243.1C, RECORDS MANAGEMENT PROGRAM.

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

G. This Clause does not amend or otherwise modify the responsibilities of Subcontractor as provided in FAR 52.204-21.

H. 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.

I. 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.

J. 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 17- 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 18 - ASSIGNMENTS

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

B. Except as to assignment of payment due hereunder, the Subcontractor has no right, power, or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of LLNS.

CLAUSE 19 – 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 parties may elevate the matter 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 pursue dispute resolution through the process described in the balance of this Clause.
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 a 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 20 - 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 21 - 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 term "Government" means LLNS, and the term "Contracting Officer" means LLNS Contract Analyst, except in FAR clauses 52.204-21, 52.227-1, 52.227-3, and 52.227-14, 52.227-19, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, 970.5227-4, 970.5227-5, 970.5232-3, and 970.5245-1, in which clauses "Government" means the U. S. Government and "Contracting Officer" means the DOE/NNSA Contracting Officer for Prime Contract DE-AC52- 07NA27344 with LLNS. As used in DEAR clauses 970.5227-8 and 970.5232-3, the term "DOE" means DOE/NNSA or LLNS.

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

APPLICABLE TO ALL SUBCONTRACTS:

FAR 52.202-1	DEFINITIONS (JUN 2020)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a LLNS controlled site or at DOE owned or leased sites.

FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) Applies if: (1) the Subcontract is for a commercial product or commercial service, (2) the Subcontractor will have Federal contract information residing in or transiting through its information system and, (3) the Subcontractor is not providing commercially available off-the-shelf items.
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021), EXCLUDING PARAGRAPH (b)(2)
FAR 52.204-27	PROHIBITION ON BYTEDANCE COVERED APPLICATION (JUN 2023)
FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS (DEC 2023) WITH ALTERNATE I (DEC 2023)
DEAR 952.209-72 & ALT I	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
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), PARAGRAPHS (d)-(h)
FAR 52.216-15	PREDETERMINED INDIRECT COST RATES (APR 1998). Applies if the Subcontractor is an educational institution and predetermined rates are to be used.
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)
FAR 52.227-3	PATENT INDEMNITY (APR 1984). Applies if the Subcontract is not for research, development, or demonstration (RD&D) work.

DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002). Applies if "royalties" are paid under the Subcontract by the Subcontractor or any lower-tier subcontractor.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014), with ALTERNATES II (DEC 2007), III (DEC 2007), & V (DEC 2007) and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000). (Also see the *LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS clause, below.).* Applies to data other than commercial computer software.
DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998) Applies if the Subcontractor is other than a domestic small business or non-profit organization.
FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies to commercial computer software.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) Applies if the Subcontract is based upon a proposal containing technical data.
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023). Applies if the Subcontractor is a small business.
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), with ALTERNATE I (APR 1984)
FAR 52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
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)
DEAR 970.5245-1	PROPERTY (AUG 2016)
FAR 52.246-26	REPORTING NON-CONFORMING 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. The clause does not apply to subcontracts for commercial products or medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.
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)
FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004), with ALTERNATE IV (SEP 1996)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2024) (NNSA CLASS DEVIATION FEB 2022), Paragraphs (a) through (h), excluding paragraph (d). Applies if costs incurred are a factor in determining the amount payable to the subcontractor. (Note: for full text version of clause, see https://www.llnsllc.com/#prime).

APPLICABLE IF THE SUBCONTRACT EXCEEDS $2,500:

FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018). Applies if the Subcontract is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.
FAR 52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022). Applies if the Subcontract is subject to the Service Contract Labor Standards.
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) Applies if the Subcontract is subject to the Service Contract Labor Standards.

APPLCABLE 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 FAR E-Verify Clause) at time of Subcontract award, the Subcontractor shall demonstrate that it has enrolled as a Federal Contractor (with FAR E-Verify Clause) within 30 calendar days after award, by providing the LLNS Contract Analyst a copy of the Subcontractor's 'Company Information' page printed directly from the E-Verify System. The Subcontractor is also responsible for ensuring appropriate lower-tier subcontractors enroll as a Federal Contractor (with FAR E-Verify Clause) in the E-Verify system.

APPLICABLE IF THE SUBCONTRACT EXCEEDS $10,000:

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

APPLICABLE IF THE SUBCONTRACT EXCEEDS $15,000:

FAR 52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (JUN 2020). Applies if the Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment.
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
FAR 52.225-1	BUY AMERICAN ACT-SUPPLIES (NOV 2021)

APPLICABLE IF THE SUBCONTRACT EXCEEDS $45,000:

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

APPLICABLE IF THE SUBCONTRACT EXCEEDS $200,000:

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

APPLICABLE IF THE SUBCONTRACT EXCEEDS $350,000:

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020). Applies if Subcontract involves performance of acquisition functions closely associated with inherently governmental functions unless the Subcontract is with a self-employed individual and the self-employed individual will perform the 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.
FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (AUG 2018). Applies if FAR Clause 52.222-41 applies and the PO is for multiple years or includes options to renew.
FAR 52.222-44	FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MAY 2014). Applies if FAR Clause 52.222-41 applies and the PO is not for multiple years and does not include options to renew.
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:

DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (DEC 2024). Applies unless the Subcontract is for "commercial products" or "commercial services", as defined by FAR 2.101.
DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000). Applies unless the Subcontract is for "commercial products" or "commercial services," as defined by FAR 2.101.

APPLICABLE IF THE SUBCONTRACT EXCEEDS $900,000

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities.
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (SEP 2021). Applies if
FAR 52.242-5	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 52.230-6	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), Applies if the period of performance exceeds 120 calendar days.

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

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

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

DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) Paragraph (a), in place of Clause FAR 52.227-1. Applies if the Subcontract exceeds $350,000.
FAR 52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007). Applies if the Subcontract also involves classified information.
37 CFR 401.14	STANDARD PATENT RIGHTS. Applies only if the Subcontractor is a "small business firm" per 37 CFR 401.14(a)(5), which refers to small business concerns as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632), or a "non-profit organization" per 37 CFR 401.14(a)(6), which refers to universities, or other institutions of higher education or a 501(c)(3) entity.

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

CLAUSE 22 - 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 23 - 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 24 - LAWS AND REGULATIONS

The Subcontractor shall perform all work and provide all goods in accordance with all applicable laws, rules, regulations, and executive orders, including, but not limited to, those relating to wages, hours, employment discrimination, 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 25 - 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 26 - 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 27 - GOVERNING LAW AND VENUE

This Subcontract shall be interpreted in accordance with the substantive and procedural 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 300, San Joaquin County, California.

CLAUSE 28- 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 29 - 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)