

MODIFICATION NO. 3
to
MASTER AGREEMENT NO. B570250
between
LAWRENCE LIVERMORE NATIONAL SECURITY, LLC
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Office of the President

INTRODUCTION

This Modification No. 3 to Master Agreement No. B570250 is entered into by and between Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and The Regents of the University of California, Office of the President (hereinafter called "Subcontractor").

PURPOSE

The purpose of this Modification is to change the name of LLNS' safety document from Procured-Services Work Sheet (PWS) to Integration Work Sheet (IWS) in the Master Agreement and Subcontract.

AGREEMENT

The parties agree to modify the Subcontract in the following particular(s) only:

MODIFICATIONS TO THE MASTER AGREEMENT NO. B570250 AND SUBCONTRACT FORM

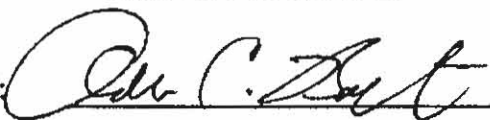
The Master Agreement and the Subcontract form are deleted in its entirety and replaced with the attached Master Agreement and Subcontract form dated 06/03/2011 including all incorporated documents.

All other terms, conditions, and provisions of the Subcontract shall remain in full force and effect.

The parties have executed this Modification No. 3 effective as of the date of LLNS' signature.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA
Office of the President**

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY: 

BY: 
Roy G. Bayani

TITLE: Contract & Order Officer

TITLE: Contract Administrator
LLNL Supply Chain Management
Department

DATE: 6/8/11

DATE: 6/8/11

Phone No.: (925) 424-5322

FAX No.: (925) 423-0450

E-Mail: bayani1@llnl.gov

**MASTER AGREEMENT
FOR
STANDARD RESEARCH
NO. B570250**



Lawrence Livermore National Laboratory
Supply Chain Management Department
P.O. Box 5012
Livermore, CA 94551

Subcontractor:

The Regents of the University of California
Office of the President
Attention: _____
1111 Franklin St.
Oakland, CA 94607-5200

LLNS Contract Administrator:

CA Name

Phone: (925) 42 - _____

Fax: (925) 42 - _____

E-Mail: _____@llnl.gov

Introduction

This is a Master Agreement (hereinafter called "Agreement") for unclassified basic and applied research and development work.

The parties to this Agreement are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and The Regents of the University of California (hereinafter called "Subcontractor").

This Agreement and any awarded Subcontracts are Subcontracts under Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called "Government"), represented by the Department of Energy National Nuclear Security Administration (hereinafter called "DOE/NNSA"), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL").

Agreement

The parties agree to perform their respective obligations in accordance with the terms and conditions of the attached SCHEDULE OF ARTICLES and any documents referenced or incorporated therein, which together with this Agreement Signature Page shall collectively constitute the entire Agreement and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY: _____

BY: _____

CA Name

TITLE: _____

TITLE: Contract Administrator

LLNL Supply Chain Management
Department

DATE: _____

DATE: _____

**SCHEDULE OF ARTICLES
FOR
MASTER AGREEMENT NO. B570250**

ARTICLE 1 - INCORPORATED DOCUMENTS

The following documents and forms are hereby incorporated as a part of this Agreement and are attached hereto:

Documents

GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS (GPs #300B; 06/03/11)

[THE FOLLOWING WILL APPLY TO ALL ON-SITE WORK]

SECURITY AND SITE ACCESS PROVISIONS (S&SAP; 06/03/11) *

SITE SERVICES REQUIREMENTS - UC (SSR-UC; 11/09/09)

INTEGRATION WORK SHEET (IWS) (Task-specific IWS to be included in Subcontract award document for ES&H WAL B or C work.)

Forms

SAMPLE SUBCONTRACT

[THE FOLLOWING WILL APPLY TO ORDERS \$25K OR MORE FOR WORK THAT IS ES&H WAL C, INVOLVES ACCESS TO CLASSIFIED INFORMATION, OR "L"/"Q" ACCESS AUTHORIZATION]

WORKPLACE SUBSTANCE ABUSE PROGRAM PLAN (WSAPP) CERTIFICATION (WITH WITH NO TDPs) *

* The documents and forms marked with an asterisk are available on-line at the following website: <http://supplychain.llnl.gov/> (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

ARTICLE 2 – PURPOSE AND NATURE OF MASTER AGREEMENT

- A. The purpose of this Agreement is to establish an agreement between the parties under which Subcontracts may be awarded by LLNS to The Regents of the University of California Campuses for performance of specific work by the Subcontractor in the nature of basic or applied research and development work, not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material.
- B. It is understood that this Agreement is not a contract, it does not obligate LLNS to award any Subcontracts to a Subcontractor, and submission of a proposal by a Subcontractor will not ensure award of a Subcontract.
- C. Under this Agreement, a Subcontractor will offer proposals on a cost reimbursement, no fee basis. All work performed under this Agreement must be specifically authorized by a written Subcontract awarded by LLNS, mutually agreeable to the Subcontractor, and executed by the parties.

- D. The provisions of this Agreement, each Subcontract, and each Subcontractor's proposals for research and development are intended to be mutually complementary. In case of any discrepancy between the provisions, this Agreement shall take precedence over the Subcontract and the Subcontract shall prevail over each Subcontractor's proposal.

ARTICLE 3 - STATEMENT OF WORK

A. General Statement of Work

1. The Subcontractor shall conduct certain unclassified research work, as authorized and specified in Subcontracts awarded under this Agreement.
2. The work is generally described as basic or applied research and development work. The Subcontracts will contain a detailed description of the work and delineate all deliverables and any other requirements necessary to complete the work. The work shall be performed at the Subcontractor's facilities, at the LLNL, and at other locations approved by LLNS, as specified in the Subcontracts.
3. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified in the Subcontracts to be furnished by LLNS. The Subcontractor shall deliver the items and reports specified in the Subcontracts. The work under the Subcontracts will involve activities at an LLNL site identified by LLNS as ES&H WAL A, B, or C.

B. Proposal Process

1. Prior to issuing a Subcontract, LLNS will request a proposal for work covered by this Agreement from the Subcontractor. Proposals submitted for each Subcontract shall also include, if requested, a technical description explaining how the Subcontractor proposes to perform the scope of work, including methodology and specific personnel assigned to the work. The proposal shall include a breakdown of all appropriate costs. These costs may include: (1) labor (by classification and the direct labor rates), (2) material, (3) indirect expense rates, (4) special equipment, (5) travel (identifying estimated transportation and per diem costs, number of travelers, travel itinerary, and purpose of the trip), (6) lower-tier subcontracts and consultants, and (7) other applicable information or documentation requested by LLNS, or considered necessary to evaluate the proposal.
2. Funds will not be available for the payment of bid and proposal expenses incurred in preparing, submitting, or supporting the proposals, and the proposals shall not include any amounts therefore.

C. Subcontracts

1. The specific work to be performed will be described in separately executed Subcontracts. LLNS will have no responsibility to the Subcontractor for the payment of any work performed by the Subcontractor which is not included in a fully executed Subcontract.

The execution of a Subcontract by both parties shall be the only authorization for work to be performed under this Agreement.

2. Each Subcontract will indicate: (1) a definitive scope of work; (2) the estimated cost, and allocated funding amount; (3) term for performance of the work; (4) method of payment if different than that provided herein; (5) specific deliverables and reports to be furnished; and (6) such other information and provisions as may be agreed upon by the parties.
3. All of the terms and conditions of this Agreement shall apply to each Subcontract, except as otherwise indicated in the Subcontracts, and the Subcontracts may include other work-specific terms and conditions. A sample Subcontract is attached, showing the anticipated document to be used for the issuance of Subcontracts under this Agreement. The Subcontracts may deviate from this sample.

D. Report Preparation Requirements

1. These instructions apply to all formal reports, including the final report, required by the Subcontract. It does not apply to letter reports or reports specifically identified as informal reports in the Milestones identified in the Subcontract, ARTICLE 3 – PERIOD OF PERFORMANCE.
2. The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.
3. Reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the subcontract; and (d) any other relevant information.

ARTICLE 4 – TERM OF AGREEMENT

- A. The term of this Agreement shall commence on October 1, 2007 and shall continue through September 30, 2012.
- B. Any Subcontract not completed during the term of this Agreement shall be completed by the Subcontractor within the term specified in the Subcontract, and this Agreement shall govern the Subcontractor's and LLNS' rights and obligations with respect to that Subcontract to the same extent as if the Subcontract were completed during the term of this Agreement.

ARTICLE 5 – SAFETY-RELATED REQUIREMENTS

A. General

The Subcontractor shall comply with, and assist LLNS and the DOE/NNSA in complying with, all ES&H requirements, training, and associated safety documents referenced, attached, or incorporated to the Subcontracts including, but not limited to, any ES&H requirements identified in the *IWS* incorporated into each Subcontract.

The Subcontractor shall comply with all instructions, controls, and precautions communicated to the Subcontractor by the LLNS Technical Representative, or designee, regarding any applicable area hazards associated with the Subcontractor's work at the LLNL site.

B. Worker Safety and Health Program Requirements

Work performed at LLNL sites may be subject to the *Worker Safety and Health Program* regulation at Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851). Subcontractor personnel performing work at LLNL worksites shall comply with the *LLNL Worker Safety and Health Program*. The Subcontractor may be subject to DOE enforcement actions for violations of 10 CFR 851.

C. Safety Standards and Testing

Any materials, supplies, and equipment furnished or used by the Subcontractor at the LLNL under a Subcontract shall meet nationally recognized safety standards or be tested by the Subcontractor in a manner demonstrating they are safe for use. Any electrical equipment, components, conductors, and other electrical material shall be of a type that is listed, labeled, or tested by a Nationally Recognized Testing Laboratory (NRTL) in accordance with Title 29, Part 1910, *Occupational Safety and Health Standards*, of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall notify the LLNS Contract Administrator and the LLNS Technical Representative, in writing, of any material, supplies, or equipment to be furnished or used under a Subcontract that does not meet these requirements.

D. Training

The Subcontractor and any lower-tier subcontractor personnel performing work at LLNL sites shall satisfactorily complete any training specified in the Subcontracts before commencing the on-site work.

ARTICLE 6 - INJURY AND ILLNESS REPORTING

- A. The Subcontractor shall immediately notify the LLNL Emergency Dispatch Center, at 925-422-7595 (or by phone on site dial 911 or by cell phone on site dial 925-447-6880) of any work-related injury to or illness of Subcontractor or lower-tier subcontractor personnel working at any LLNL site that results in a fatality, immediate in-patient hospitalization or immediate scheduled admittance, or any single occurrence that results in days away from work for three or more personnel.

- B. The Subcontractor shall provide the following written reports under this Agreement:

A report of all new recordable fatalities, injuries, and illnesses involving either Subcontractor or lower-tier subcontractor personnel working at LLNL sites. The report shall be submitted on DOE Form F 5484.3, *Individual Accident/Incident Report*, in lieu of OSHA Form 301, *Injury and Illness Incident Report*, within seven working days of a recordable work-related fatality, injury, or illness. DOE Form F 5484.3, modified for LLNL Subcontractor Reporting, is located at the following link:

https://supplychain.llnl.gov/poattach/docs/incident_report_form_mar2010.doc

A recordable work-related injury or illness is one that results in a fatality, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness, or diagnosis of a significant injury or illness by a physician or other licensed health care professional (29 CFR 1904).

This requirement to report recordable work-related injuries or illnesses includes all the requirements for recordable incidents as described in 29 CFR 1904. Privacy cases should be noted so appropriate steps can be taken to protect the privacy of injured personnel (29 CFR 1904.29).

- C. The reports shall be sent to the LLNL Hazards Control Department, Attention: Occupational Injury and Illness Records Manager, L-383, 7000 East Avenue, Livermore, CA 94550.
- D. The Subcontractor shall allow LLNS access to and review of the following:
1. Subcontractor's logs and summaries of all recordable occupational injuries and illnesses (OSHA No. 300 and 300A Forms or State Equivalent) maintained by the Subcontractor.
 2. Subcontractor's injury or illness prevention plans and written Injury and Illness Prevention Program (IIPP) established, or which are required by law to be established.
- E. These requirements are in addition to, and do not replace, the Subcontractor's injury and illness reporting or record-keeping obligations under other applicable regulations.

ARTICLE 7 – ESTIMATED COST AND ALLOCATED FUNDING

- A. Estimated Cost and Allocation of Funds

1. An estimated cost and allocated funding amount for the performance of the work shall be established in each Subcontract. There shall be no allocated funds or incurred costs under this Agreement.
2. The lesser of the estimated cost or the allocated funding amount specified in each Subcontract shall be the limit of LLNS' liability for each Subcontract under the Subcontract. LLNS shall not be obligated to reimburse the Subcontractor for any costs not authorized by a Subcontract or in excess of the allocated funding amount of each Subcontract.

3. The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work under any Subcontract to avoid exceeding the allocated funding amount of a Subcontract.

B. Revised Allocation of Funds

1. It is anticipated that LLNS will increase any incremental funding amount of a Subcontract up to the estimated cost amount as funding becomes available; however, LLNS shall not be obligated to do so. The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work to avoid exceeding the allocated funding amount specified in a Subcontract.
2. The allocated funding amount specified in each Subcontract may only be increased or decreased by a written unilateral modification to the Subcontract issued by the LLNS Contract Administrator. Modifications to a Subcontract shall not be considered as authorization to exceed the allocated funding amount specified in the Subcontract unless it contains a statement specifically increasing the allocated funding amount of the Subcontract.

C. Cost Information

The Subcontractor shall maintain, at all times while the work is in progress, current cost information adequate to reflect the cost of performing the work under each Subcontract and shall prepare and furnish to LLNS such written estimates of cost and information in support thereof as LLNS may request.

ARTICLE 8 – REIMBURSEMENT OF COSTS

A. Allowability

1. As provided by the *ALLOWABLE COST AND PAYMENT* clause of the GENERAL PROVISIONS, the allowability of cost shall be determined in accordance with OMB Circular A-21. Any travel costs shall be reimbursable in accordance with the Subcontractor's institutional travel policy and practices that represent reasonable and allocable costs, consistent with Section 31.205-46 of the Federal Acquisition Regulation (Title 48 of the Code of Federal Regulations).
2. All domestic travel not included in the Subcontractor's cost proposal incorporated in a Subcontract must be approved in advance by the LLNS Contract Administrator. All foreign travel must be approved in advance by the LLNS Contract Administrator, even if the cost is included in the Subcontractor's cost proposal for the Subcontract.
3. It is understood that audits of the Subcontractor's costs may be performed by LLNS or the U.S. Government. LLNS will endeavor to arrange for any audit conducted hereunder to be performed by the Subcontractor's cognizant government audit agency, through the DOE/NSA.

4. The Subcontractor is entitled to be reimbursed for sales tax it is charged for items with an acquisition cost of less than \$5,000 to which title vests in the Subcontractor. Unless otherwise indicated in a Subcontract, all other items acquired under this Subcontract shall be treated as for resale to the U.S. Government and exempt from California State Sales Tax. LLNS will provide the Subcontractor a California Resale Certificate, for use in acquiring such items, upon request.

B. Indirect Costs Rates

Unless otherwise indicated in a Subcontract, the parties agree to use the predetermined indirect rates approved by the Subcontractor's cognizant government audit agency to determine the allowable indirect costs under each Subcontract.

If the period covered by the Subcontractor's predetermined indirect cost rate agreement in effect as of the effective date of each Subcontract does not extend through the entire period of performance of the Subcontract, then, in accordance with OMB Circular A-21, the negotiated indirect cost rate(s) for the last year of such indirect cost rate agreement shall apply to the remaining period of performance of each Subcontract.

C. Facilities Capital Cost of Money

Facilities capital cost of money shall not be an allowable cost under this Agreement or any resulting Subcontracts.

ARTICLE 9 – INVOICES AND PAYMENT

- A. The invoicing and payment of costs incurred under each Subcontract shall be in accordance with the *ALLOWABLE COST AND PAYMENT* clause of the GENERAL PROVISIONS.
- B. Separate invoices shall be submitted for each Subcontract. All invoices shall provide the information required by the related Subcontract.
- C. LLNS will use its best efforts to process interim invoices for payment within 30 days of receipt. Final invoices will be processed for payment upon receipt of an Assignment and Release, as required by the *ALLOWABLE COST AND PAYMENT* clause of the GENERAL PROVISIONS, and completion of all closeout requirements. Payments made more than 30 days after receipt of the invoice shall not be subject to penalty, interest or late charges.

ARTICLE 10 – PROPERTY

- A. The Subcontractor shall acquire and LLNS shall furnish for use the materials, equipment, supplies, and/or tangible personal property items identified in each Subcontract, if any.
- B. As provided in Alternate II of the *GOVERNMENT PROPERTY* clause of the GENERAL PROVISIONS, title to equipment and other tangible personal property acquired by the Subcontractor with an acquisition cost of less than \$5,000 shall vest in the Subcontractor upon acquisition, provided the acquisition has been authorized in the Subcontract or approved in writing by the LLNS Contract Administrator. The Subcontractor agrees that no charge will be

made to LLNS or the Government for use of any equipment, title to which vests in the Subcontractor, for use under any existing or future LLNS or Government contract or subcontract, or any related depreciation or amortization.

- C. Purchases of equipment or other tangible personal property, which are not identified in the Subcontractor's cost proposal for a Subcontract, but for which the Subcontractor is entitled to be reimbursed as a direct item of cost, shall be approved in advance by the LLNS Contract Administrator.
- D. All property acquired by the Subcontractor as a direct cost under a Subcontract, title to which vests in the Government, or furnished by LLNS shall be identified, accounted for, controlled and protected as required by the *GOVERNMENT PROPERTY* clause of the GENERAL PROVISIONS. Disposition of such property upon completion of the Subcontract shall be as directed by the LLNS Contract Administrator or a LLNS Property Representative.

ARTICLE 11 – COORDINATION AND ADMINISTRATION

- A. The designated LLNS Contract Administrator for this Agreement and the LLNS Contract Administrator designated for each Subcontract will represent LLNS in all matters relating to the non-technical interpretation, administration, and performance of this Agreement. The Subcontractor shall direct all non-technical notices and requests for approval to the LLNS Contract Administrator, and any notices or approvals from LLNS to the Subcontractor shall only be issued by the LLNS Contract Administrator.
- B. The LLNS Technical Representative designated in each Subcontract will represent LLNS only in matters relating to the technical performance of the work under the Subcontract, by interpreting the technical requirements and providing technical direction to the Subcontractor in the conduct of the work.
- C. The term "technical direction" is defined to include directions to the Subcontractor within the scope of work of the Subcontract which: (1) clarifies the desired work emphasis between work areas or tasks; (2) directs the pursuit of certain lines of inquiry; (3) assists in the interpretation of drawings, specifications, or technical portions of the work description; or (4) fills in details necessary to perform and complete the scope of work.
- D. 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) increase the estimated cost for performance of the work or the time required for performance of the work; (4) change any expressed term or condition of the Subcontract; or (5) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

ARTICLE 12 – DELIVERY SITE ACCESS REQUIREMENTS

Delivery personnel and vehicles will be subject to search and refused site access if they are (1) not U.S. citizens, (2) in possession of any prohibited items (alcoholic beverages; illegal drugs; explosives;

firearms or other dangerous weapons, instruments or materials; binoculars or telescopes; cameras; recording devices; pepper spray or mace, etc. or (3) accompanied by companions or pets.

ARTICLE 13 – ACCESS TO LLNL COMPUTER RESOURCES

- A. The performance of the Subcontracts may require Subcontractor personnel (including lower-tier subcontractor personnel) to use or connect with LLNL computer resources (i.e., computers or computer networks). Any such access and use shall be in accordance with and subject to LLNL Cyber Security Program (LLNL CSP) requirements, including the following:
1. Approval to access specific LLNL computer resources shall be obtained from the appropriate LLNL Information Systems Security Officer (ISSO), through the LLNS Technical Representative.
 2. Access to LLNL computer resources by Subcontractor personnel is only permitted as required to perform the work authorized under a Subcontract. Classified computer resources or information shall not be accessed or attempted to be accessed without specific written authorization from the LLNL CSP. Personal and non-work-related use of LLNL computer resources by Subcontractor personnel is prohibited.
 3. Only Subcontractor personnel who are U.S. citizens may access or use LLNL computer resources, unless specific written authorization is granted for each non-U.S. citizen by the LLNL CSP.
 4. Only the approved Virtual Private Network (VPN) or Open Terminal Server (OTS) modem pool methods shall be used to access unclassified LLNL resources via modems. All unclassified computer systems with modems other than facsimile machines must be configured with auto-answer turned off. Modems are prohibited on classified systems.
 5. All software used by Subcontractor personnel on LLNL computer resources must be appropriately acquired and used according to the applicable licensing agreements.
 6. All information or data furnished by LLNS or obtained from or developed on a LLNL computer resource by Subcontractor personnel shall be treated as confidential and protected by the Subcontractor to prevent disclosure to any persons other than those authorized by LLNS.
 7. Computer passwords used by Subcontractor personnel for LLNL computer resources shall comply with the applicable rules and be protected to prevent disclosure to other persons. If a computer password is disclosed, or disclosure is suspected, the Subcontractor shall immediately notify the LLNS Technical Representative and arrange for replacement of the password.
 8. The use at the LLNL of any non-LLNL computing or video conferencing equipment with electronic data transfer capabilities (e.g., personal computers, including portables, laptops, electronic notebooks, personal digital assistants, and handhelds) may not be connected to or used to communicate with any LLNL computer resources without the written approval of the LLNS Technical Representative and the LLNL CSP.

- B. These requirements shall be applicable whether such access is at the LLNL, at the Subcontractor's facility, or elsewhere; and shall be applicable to lower-tier subcontractors and their personnel whose work requires access to LLNL computer resources. The Subcontractor shall report any suspected or actual computer security incident as soon as possible to the appropriate ISSO or, if the ISSO is not available, then directly to the LLNL CSP.
- C. LLNS may monitor the use of LLNL computer resources by network operating software, reviewing the contents of all LLNL computer resources and any computers used to access LLNL computer resources, and other appropriate means.
- D. If the Subcontractor does not comply with the provisions of this article, LLNS may withdraw the Subcontractor's access to LLNL computer resources. Misuse of LLNL computer resources may be a violation of law and could result in appropriate action, including termination for default and/or criminal prosecution.

ARTICLE 13 – DEBARMENT ELIGIBILITY CERTIFICATION

By entering into this Agreement, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

ARTICLE 14 – GENERAL PROVISIONS

- A. The attached GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS shall apply to this Agreement and to all Subcontracts issued under this Agreement, except as may otherwise be provided herein. The clauses listed in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall be applicable to the Subcontracts based on the value of the Subcontract and the nature and location of the work as indicated in the GENERAL PROVISIONS.
- B. Alternate IV of the *RIGHTS IN DATA – GENERAL* clause of the GENERAL PROVISIONS (52.227-14) shall only apply to a Subcontract when LLNS determines that software is not specified for delivery and no other special circumstances exist, as indicated in the Subcontract.
- C. The *ORDER OF PRECEDENCE* clause of the GENERAL PROVISIONS is hereby replaced with the following:

“Any inconsistencies in the documents comprising this Agreement or a Subcontract shall be resolved by giving precedence in the following order: (a) this Agreement’s Signature Page and Schedule of Articles; (b) the GENERAL PROVISIONS; (c) the Subcontract’s Signature Page and Schedule of Articles; (d) the additional incorporated documents of the Subcontract, excluding any referenced cost proposal or statement of work; (e) any incorporated statement of work of the Subcontract; and (f) any incorporated cost proposal of the Subcontract.”

ARTICLE 15 – ALLOCATION OF RISK AND INSURANCE

The following clauses shall apply to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under the Subcontracts at the LLNL and its Site 300, or at any other location except Subcontractor or lower-tier subcontractor facilities.

A. Allocation of Risk

Each party shall be responsible for claims and demands arising under the Subcontract in proportion to its fault in the events giving rise to such claims and demands as determined by the law and judicial precedent and as limited by any federal or state law applicable to one or the other of the parties.

The Subcontractor shall promptly notify LLNS in writing of any claim or demand of which the Subcontractor becomes aware that is related to performance of the Subcontract. The Subcontractor shall cooperate with LLNS in the defense of claims and demands described in this clause.

B. Insurance or Program of Self-Insurance

1. The Subcontractor shall provide and maintain during the entire period of performance of the Subcontract insurance or program of self-insurance in amounts sufficient to cover the perils to which the Subcontractor is exposed and to protect LLNS' and the Government's interests, but, in no event less than the kinds and minimum amounts of insurance or program of self-insurance required by this clause. The Subcontractor's liability is not limited by the kinds and minimum amounts of insurance or program of self-insurance required by this clause.

2. The following kinds and minimum coverage limits of insurance or program of self-insurance are required:

a. Commercial General Liability Insurance or Program of Self-Insurance

	<u>Minimum Limit</u>
• Per Occurrence	\$ 5,000,000
• Products/Completed Operations	\$ 5,000,000
• Personal and Advertising Injury	\$ 1,000,000

b. Business Automobile Liability Insurance

	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000

The automobile liability insurance or program of self-insurance shall cover liability to third parties related to the Subcontractor's use of owned, scheduled, non-owned, or hired vehicles. This shall include the Subcontractor's use of any LLNS-furnished U.S. Government owned vehicles, and liability to LLNS as a third-party for any loss or destruction of, or damage to, LLNS-furnished U.S. Government owned vehicles provided such loss, destruction or damage is due to the negligent acts or omissions of the Subcontractor.

- c. Workers' Compensation (As required under California State law or other applicable State law for any work not performed in California). The workers' compensation insurance or program of self-insurance shall include the following minimum coverage:

	<u>Minimum Limit</u>
• Coverage B – Employer's Liability, Per Accident	\$ 1,000,000
• Bodily Injury by Disease, Per Employee	\$ 1,000,000

3. Certificates of Insurance or Program of Self-Insurance, Endorsements and Other Conditions

With the exception of the Workers' Compensation and Occupational Disease policy or policies and the Employer's Liability policy, each general liability insurance policy or program of self-insurance shall name the Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government as **“additional insureds”** for the work and completed operations.

The general liability insurance or program of self-insurance and workers' compensation insurance or program of self-insurance shall include a **“waiver of subrogation”** provision in favor of LLNS and its member and affiliates and the U.S. Government.

All such insurance coverage or program of self-insurance shall be primary and shall not participate with or apply in excess of any other valid, collectible insurance or program of self-insurance of LLNS or U.S. Government.

The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A: VII or better, or an equivalent Standard & Poor's rating of AA or better, or Moody's rating of Aa or better.

Before commencing the Subcontract work, the Subcontractor shall provide the LLNS Contract Administrator a copy of certificates or policies of insurance or program of self-insurance required by this clause. The certificate(s) of insurance or program of self-insurance and endorsements shall be sent to the LLNS Contract Administrator at the following address:

Lawrence Livermore National Laboratory
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

The general liability insurance or program of self-insurance and workers' compensation insurance or program of self-insurance shall include an endorsement to the effect that any cancellation or any material change adversely affecting LLNS' or the Government's interests shall not be effective:

- a. For such period as the laws of the state in which the Subcontract is to be performed prescribe; or

- b. Until 30 days after the insurer or the Subcontractor gives written notice to the LLNS Contract Administrator, whichever period is longer.

The insurance or program of self-insurance shall not be subject to a deductible of \$100,000 or more without the written approval of the LLNS Contract Administrator.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Subcontractor.

4. The Subcontractor shall insert the substance of this clause, including this paragraph 4, in lower-tier cost-reimbursement subcontracts under the Subcontract. The Subcontractor shall maintain copies of all Subcontractors' proofs of required insurance and shall provide copies to the LLNS Contract Administrator upon request.

ARTICLE 16 - E-VERIFY PROGRAM ENROLLMENT VERIFICATION

This Agreement is subject to the requirements of the *EMPLOYMENT ELIGIBILITY VERIFICATION* clause of the GENERAL PROVISIONS (FAR 52.222-54).

By acceptance of this Agreement, the Subcontractor certifies that FAR 52.222-54 will be included in lower-tier subcontracts for Services or Construction in accordance with paragraph (e) of the clause. The Subcontractor is responsible to ensure appropriate lower-tier subcontractors enroll as a *Federal Contractor* in the E-Verify System, which is located at: <https://e-verify.uscis.gov/enroll> and, if requested by the LLNS Contract Administrator, provide a copy of the lower-tier subcontractor's 'Maintain Company' page printed directly from the E-Verify System.

Additionally, within 30 calendar days after award, the Subcontractor shall demonstrate that it has enrolled as a *Federal Contractor* in the E-Verify System by providing the LLNS Contract Administrator a copy of the Subcontractor's 'Maintain Company' page printed directly from the E-Verify System.

(END OF SCHEDULE OF ARTICLES)

SAMPLE

SUBCONTRACT NO. B _____ <i>(Under Master Agreement No. B570250)</i>	 Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551
Subcontractor: The Regents of the University of California [Campus Name] Attention: Attention Address City, California, Zip Code	LLNS Contract Administrator: CA Name Phone: (925) 42 - _____ Fax: (925) 42 - _____ E-Mail: _____@llnl.gov

Introduction

The parties to this Subcontract are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and The Regents of the University of California, [Campus Name] (hereinafter called "Subcontractor").

This Subcontract is for certain unclassified research and development work under Master Agreement No. B570250 between the parties, generally described as [Insert description].

Agreement

The parties agree to perform their respective obligations of this Subcontract in accordance with the terms and conditions of the Master Agreement and of the attached SCHEDULE OF ARTICLES, including any documents incorporated by reference, which together with this Subcontract Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether written or oral.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
[CAMPUS NAME]**

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY: _____	BY: _____ CA Name
TITLE: _____	TITLE: Contract Administrator LLNL Supply Chain Management Department
DATE: _____	DATE: _____

SAMPLE

**SCHEDULE OF ARTICLES
FOR
SUBCONTRACT NO. B _____
UNDER
MASTER AGREEMENT NO. B570250**

ARTICLE 1 – INCORPORATED DOCUMENTS

The incorporated documents of the Master Agreement shall apply to this Subcontract. The following additional documents and forms shall also apply to, and are hereby incorporated as a part of, this Subcontract and are referenced, or attached hereto:

[ADD/DELETE AS APPROPRIATE]

Documents

[INCLUDE IF A SOW IS TO BE INCORPORATED]

STATEMENT OF WORK, entitled _____ (Date)

[INCLUDE IF > \$650K AND THERE ARE SUBCONTRACTING OPPORTUNITIES]

SMALL BUSINESS SUBCONTRACTING PLAN (Date)

[INCLUDE TASK-SPECIFIC IWS FOR ES&H WAL B OR C ON-SITE WORK]

INTEGRATION WORK SHEET (IWS) (Date)

[ADD/DELETE AS APPROPRIATE]

Forms

[INCLUDE IF THERE IS SAP WITH AN ACQUISITION COST OF \$5,000 OR MORE]

SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST – UC (10/12/07) *

* The documents and forms marked with an asterisk, as well as links to Federal and State Tax Forms websites, are available on-line at the following website: <http://supplychain.llnl.gov/> (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

ARTICLE 2 – SCOPE OF WORK

- A. The Subcontractor shall conduct certain unclassified research and development work, generally described as **[Insert description]**. The work is more specifically described in the attached STATEMENT OF WORK. **[Y/N]This work is a continuation of the work commenced under Intra-University Memorandum Agreement B _____.**
- B. The work shall be performed by the Subcontractor at the Subcontractor's facility located at _____, at _____, at the LLNL, and at other locations approved by LLNS.
- C. All travel not included in the Subcontractor's Cost Proposal must be approved in advance by the LLNS Contract Administrator. All foreign travel must be approved in advance by the LLNS Contract Administrator, even if the cost is included in the Subcontractor's Cost Proposal.

SAMPLE

- D. The Principal Investigator assigned by the Subcontractor for the performance of the research is **[PI's name]**. If for any reason the Principal Investigator becomes unavailable, the Subcontractor shall notify the LLNS Technical Representative and LLNS Contract Administrators and a mutually acceptable successor shall be assigned.
- E. The Subcontractor shall furnish all personnel, supervision, materials, supplies, facilities, transportation, testing, and other items and services necessary for performance of this work, except as specified in this Subcontract to be furnished by LLNS.

ARTICLE 3 – PERIOD OF PERFORMANCE

- A. The period of performance for this Subcontract is from the signature-execution of this Subcontract by both parties through _____. The Subcontractor shall use its reasonable efforts to complete the work during this period.

[Y/N]

The following milestones are scheduled for completion by the indicated dates:

Milestone
[Description]

Completion Date
[Date]

- B. Neither party guarantees that the stated period of performance is sufficient for completion of the work, and the Subcontractor shall cease performance of the work on the last day mentioned above until the Subcontract is modified by the parties to extend the period of performance for such period of time as is appropriate for completion of the work.

ARTICLE 4 – SAFETY-RELATED REQUIREMENTS

[Y/N-INCLUDE IF THERE IS SPECIFIC SAFETY TRAINING.]

- A. Training

The safety training requirements **[SELECT THE FOLLOWING IF SPECIFIC TRAINING AND EFFORT HOURS ARE IDENTIFIED IN IWS]** [in the IWS] **[OR IF NOT SPECIFIED IN IWS]** [below] are specific to the facility in which, or the LLNL area where, the work will be done. All Subcontractor and lower-tier subcontractor personnel working on-site shall satisfactorily complete the training before commencing work on-site. The Subcontractor shall coordinate the scheduling and location for this training with the LLNS Technical Representative.

[IF NOT SPECIFIED IN IWS][List course number, name, course hours, etc.]

SAMPLE

[Y/N-Select the following if Subcontractor or Lower-Tier Subcontractor Personnel will be performing on-site work at Site 300.]

HS-0096W, Valley Fever (a web based training course or its equivalent)

[Y/N-Include if there is Work at an Off-Site Location OTHER THAN a Subcontractor or Lower-Tier Subcontractor Facility.]

B. Off-Site Work Locations

Upon arrival at the work location, the Subcontractor must report its presence to the work location Point of Contact (POC) indicated below. The Subcontractor shall comply with all safety directions as required by the work location POC.

Work Location(s)

POC

Telephone Number

ARTICLE 5 – ESTIMATED COST AND ALLOCATED FUNDING

A. Estimated Cost

The estimated cost for the Subcontractor's performance of this Subcontract is \$_____.

[SELECT ONE OF THE FOLLOWING TWO VERSIONS OF PARAGRAPH B.]
[IF FULLY FUNDED]

B. Fully Funded

This Subcontract is fully-funded and is subject to the *LIMITATION OF COSTS* clause of the GENERAL PROVISIONS. The funding amount currently allocated to this Subcontract is equal to the estimated cost amount identified in Paragraph A., above.

[OR-IF INCREMENTALLY FUNDED]

B. Incrementally Funded

This Subcontract is incrementally funded and is subject to the *LIMITATION OF FUNDS* clause of the GENERAL PROVISIONS. The funding amount currently allocated to this Subcontract is \$_____ and covers _____. **[Describe what period or work the incremental funding covers.]**

It is contemplated that further allocations of funds, up to the total of the estimated cost identified above, will be made by LLNS, by a written unilateral modification to this Subcontract. Modifications shall not be considered as authorization to exceed the estimated cost or the allocated funding amount unless they contain a statement increasing the estimated cost or funding amount.

The allocated funding amount specified above for the payment of allowable costs shall be the limit of LLNS' liability for all costs under this Subcontract, any other provision of this Subcontract notwithstanding, and shall not be exceeded by the Subcontractor.

SAMPLE

The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work to avoid exceeding the allocated funding amount specified above.

ARTICLE 6 - INVOICES AND PAYMENT

- A. All invoices shall identify the Master Agreement number and Subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or facility and administration costs.
- B. Invoices shall also bear the following certification signed by a responsible official of the Subcontractor:

“The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work.”

- C. All invoices shall be submitted to the LLNS Subcontract Administration Support Section (“SASS”) at the following address:

Lawrence Livermore National Laboratory
Attention: SASS Group, L-650
P.O. Box 5012
Livermore, CA 94551

Or electronically by E-Mail at: sass@llnl.gov

[Y/N-Include D. if any SAP of \$5K or more is identified in the "Property" Article]

- D. All invoices requesting reimbursement for any property acquired by the Subcontractor with an acquisition cost of \$5,000.00 or more shall be accompanied by a completed copy of the attached SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST.

[Y/N – IF FEDERAL FORM W-9 IS NOT LISTED IN IDOCMAN/STELLENT, SELECT THE FOLLOWING TAX FORM PARAGRAPH. (See Tax Forms Decision Chart.)]

- E. Federal Tax Forms

Prior to issuing the initial invoice under this Subcontract, the Subcontractor shall submit Federal Tax Form W-9, *Request for Taxpayer Identification Number and Certification*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference B_____ on all correspondence. NOTE: Unless LLNS receives a completed Tax Form W-9, payments for services performed under this Subcontract shall be subject to federal backup withholding, currently at a rate of 28 percent.

SAMPLE

[Y/N – IF CA FORM 590 IS NOT LISTED IN iDOCMAN/STELLEN, SELECT THE FOLLOWING TAX FORM PARAGRAPH. (See Tax Forms Decision Chart.)]

F. California Tax Forms

Prior to issuing the initial invoice under this Subcontract, the Subcontractor shall submit California Tax Form 590, *Withholding Exemption Certificate*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference B _____ on all correspondence. NOTE: Unless LLNS receives a completed Tax Form 590, payments for services performed under this Subcontract shall be subject to California backup withholding, currently at a rate of 7 percent.

[INCLUDE THE FOLLOWING FOR ALL SERVICES]

G. Location of Services

If work will be performed within California and outside of California, separately identify on each invoice (by percentage of effort) the amount(s) being invoiced for work performed in California, and the amount(s) being invoiced for each other state in which work was performed.

ARTICLE 7 – PROPERTY

- A. The Subcontractor is authorized to acquire for use under this Subcontract the equipment and other tangible personal property identified in the Subcontractor's cost proposal of this Subcontract, including the property items identified below, if any:

Subcontractor Acquired Property (Items with an estimated acquisition cost of \$5,000 or more to be reimbursed as direct item of cost)

[List / Describe (name, make, model, etc.) or "NONE"]

Other purchases of equipment or other tangible personal property for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract require the LLNS Contract Administrator's prior written approval.

- B. LLNS shall furnish to the Subcontractor the materials, equipment, supplies, and/or tangible personal property items identified below, if any, for use under this Subcontract:

LLNS Furnished Government Property

[List / Describe (name, make, model, etc.) or "NONE"]

SAMPLE

[Y/N – INCLUDE ARTICLE 8 IF ANY SHIPMENTS WILL BE RECEIVED.]

ARTICLE 8 – SHIPPING AND DELIVERY SITE ACCESS INSTRUCTIONS

A. All shipments shall be sent to the following address:

[Revise as Appropriate]

Lawrence Livermore National Laboratory

For the U.S. Department of Energy

Subcontract No. _____

7000 East Avenue

Livermore, CA 94550

Deliveries must be made by 3:30 p.m. Pacific Time.

B. All shipments shall be shipped F.O.B. **Destination OR Shipping Point.**

C. **[IF F.O.B. Destination]** All shipments to LLNS shall be shipped by Subcontractor's vehicles or licensed common carriers selected by the Subcontractor. **[IF F.O.B. Shipping Point]** All shipments to LLNS shall be shipped via _____. **[See the Shipping Addresses & Instructions document.]**

D. **[IF F.O.B. Destination]** Shipping charges shall be for the account of the Subcontractor. **[IF F.O.B. Shipping Point]** Shipping charges shall be for the account of LLNS. Ship via _____, freight collect. Mark Bill of Lading: Bill Recipient's Account No. _____.

E. Vehicles will be subject to search and delivery personnel will be refused access to the site if they are: (1) not U.S. citizens, (2) in possession of any prohibited items (alcoholic beverages; illegal drugs; explosives; firearms or other dangerous weapons, instruments or materials; binoculars or telescopes; cameras; recording devices; pepper spray or mace, etc.), or (3) accompanied by companions or pets. Individuals entering LLNL will be required to show a valid driver's license, identify themselves as U.S. citizens, and provide other identifying information such as a social security number.

ARTICLE 9 – COORDINATION AND ADMINISTRATION

A. The LLNS Contract Administrator for this Subcontract is _____, or designee. All matters relating to the non-technical interpretation, administration, and performance of this Subcontract shall be directed to the LLNS Contract Administrator. The Subcontractor shall direct all notices and requests for approval to the LLNS Contract Administrator, and any notices or approvals from LLNS to the Subcontractor shall be issued by the LLNS Contract Administrator.

B. The LLNS Technical Representative for this Subcontract is _____, or designee. The LLNS Technical Representative will provide technical direction as described in the Master Agreement and will represent LLNS in matters relating to the technical performance of the Scope of Work described herein.

SAMPLE

[MODIFY AS APPROPRIATE]

ARTICLE 10 - REPORTS

A. Type of Reports

The Subcontractor shall prepare and submit the following reports to LLNS:

1. Quarterly Progress Reports (Type A)

Quarterly progress reports summarizing progress on work being performed under this Subcontract shall be submitted to the LLNS Technical Representative within two weeks following the end of each calendar quarter from the commencement of performance and may be informal letter summaries in a format approved by the LLNS Technical Representative. These reports should contain a description of work performed during the quarter reported and work planned for the succeeding quarter.

2. Final Report (Type B)

A final report shall be submitted upon completion of the work. When requested by the LLNS Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The LLNS Technical Representative need not approve the Subcontractor's reported conclusions of the research.

B. Final Report Preparation Requirements

- 1.** These instructions apply to all formal final reports required by the Subcontract. It does not apply to quarterly reports.
- 2.** Final reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the Subcontract; and (d) any other relevant information.
- 3.** The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the Subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.

SAMPLE

C. Distribution of Reports

Distribution of reports shall be separately addressed and transmitted to:

Lawrence Livermore National Laboratory
Attention: (Intended Recipient; see below)
P.O. Box 808
7000 East Avenue
Livermore, CA 94551

<u>Type Report</u>	<u>No. of Copies</u>	<u>Recipient</u>	
A & B	1	[Name]	L- __, ____ @llnl.gov
A & B	X	[CA Name]	L- __, ____ @llnl.gov

ARTICLE 11 - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

ARTICLE 12 - GENERAL PROVISIONS

[SELECT]

A. ALTERNATE IV of the *RIGHTS IN DATA-GENERAL* clause (FAR Clause 52.227-14) referenced in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall apply, since software is not specified for delivery and no other special circumstances exist.

[OR]

A. ALTERNATE IV of the *RIGHTS IN DATA-GENERAL* clause (FAR Clause 52.227-14) referenced in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall not apply, since software is specified for delivery or other special circumstances exist.

[Y/N][Select if CAS applies.]

B. Cost Accounting Standards apply to this Subcontract. Accordingly, the following clauses listed in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS, under the "Applicable if the Subcontract exceeds \$650,000" section shall apply.

FAR 52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (OCT 2010), excluding Paragraph (b)
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

(END OF SCHEDULE OF ARTICLES)

LAWRENCE LIVERMORE NATIONAL LABORATORY

SECURITY AND SITE ACCESS PROVISIONS

The following provisions are applicable to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under this Subcontract at any U.S. Government location managed or operated by Lawrence Livermore National Security, LLC (hereinafter "LLNS"), including the Lawrence Livermore National Laboratory (hereinafter "LLNL") and its Site 300. LLNL is located at 7000 East Avenue, Livermore, CA; Site 300 is located off Corral Hollow Road, four miles south of Interstate 580 and ten miles SW of Tracy, CA. As used herein, the term "Subcontract" means "Agreement" or "Purchase Order;" the term "Subcontractor" also means "Seller" and includes all lower-tier subcontractors; and the term "Subcontractor personnel" means the "Subcontractor" and all "Subcontractor and any lower-tier subcontractor, employees, or agents."

1.0 Security Areas

"PROPERTY PROTECTION" AREAS. LLNL and Site 300 are enclosed by a perimeter fence establishing a "Property Protection" Area. This includes the East Avenue Corridor located between LLNL and Sandia National Laboratory along East Avenue between Vasco and Greenville roads.

"GENERAL ACCESS" AREAS are certain areas outside the "Property Protection" Area of LLNL that are open to the public, Monday through Friday, during varying business hours depending on the location. Some "General Access" Areas are accessible to the public at all times, except during emergencies.

"LIMITED" AND "EXCLUSION" AREAS are security areas within the "Property Protection" Areas enclosed by eight-foot high security fences, access to which is controlled by guarded entry/exit posts or electronic access control booths, turnstiles, or doors.

"PROTECTED" (SUPERBLOCK) AREA is a security area within the "Limited" Area of LLNL enclosed by complex delay and detection systems, access to which is controlled by electronic access control booths, metal detectors, and vehicle sally ports.

2.0 Security Access Requirements

"PROPERTY PROTECTION" AREAS. Certain unescorted Subcontractor personnel within the "Property Protection" Area of LLNL must execute an LLNL Site Access Security Questionnaire (SASQ), undergo a security screening process, and be issued a badge, as further described in section 2.0, below.

- (a) Naturalized citizens must provide proper evidence of their naturalization.
- (b) Foreign nationals (non U.S. citizens) are not permitted within the "Property Protection" Area of LLNL without written approval obtained through the LLNS Host/Technical Representative under applicable DOE security regulations.

- (c) LLNS will inspect all trucks making deliveries to LLNL at the Delivery Vehicle Inspection Station on East Avenue unless otherwise approved by the LLNL Security Director, or designee. Subcontractors should allow one to four hours for trucks to undergo this inspection. Special time-sensitive deliveries such as asphalt and concrete may be handled at an alternate gate upon approval by LLNS. Subcontractors shall provide LLNS five days advance notice for all time sensitive deliveries.
- (d) Personnel making normal truck deliveries for vendors shall be United States citizens and carry a current operator's license. Such personnel will be issued a temporary truck pass, and security processing may not be required.

"GENERAL ACCESS" AREAS. All Subcontractor personnel working in "General Access" Areas of LLNL must be badged. Subcontractor personnel who are only making deliveries of equipment or material within the "General Access" Areas are not required to be badged.

"LIMITED" AND "EXCLUSION" AREAS. In addition to the requirements for access to the "Property Protection" Areas, any work within a "Limited" or "Exclusion" Area shall also be conducted under LLNS-provided LLNL Security Organization security escort. Therefore, the Subcontractor shall provide LLNS at least 48 hours notice to the LLNS Technical Representative, or designee, prior to the Subcontractor's scheduled entry into a "Limited" or "Exclusion" Area at either LLNL or Site 300. The Subcontractor's notice must include an estimate of the amount of time required to complete the work therein.

To be allowed unescorted access to any "Limited" or "Exclusion" security areas, or access to any classified information or special nuclear material (SNM), (1) the Subcontractor must possess a DOE Facility Clearance, which includes a foreign ownership, control, and influence (FOCI) certification, and (2) Subcontractor personnel must possess a DOE Access Authorization (clearance) appropriate for the access level.

"PROTECTED" (SUPERBLOCK) AREA. The Subcontractor shall conduct any work performed within the "Protected" (Superblock) Area by personnel who (1) have executed a SASQ, (2) have had a preliminary background investigation completed, and (3) have received an approval for Superblock access from the Central Clearance and Security Awareness Section.

Any work within the "Protected" (Superblock) Area shall be conducted under LLNS-provided LLNL Security Organization security escort. Therefore, the Subcontractor shall provide at least 48 hours notice to the LLNS Technical Representative, or designee, prior to the Subcontractor's scheduled entry into the "Protected" (Superblock) Area. The Subcontractor's notice shall include an estimate of the amount of time required to complete the work therein.

To be allowed unescorted access to any "Protected" security areas, or access to any classified information or special nuclear material (SNM), (1) the Subcontractor must possess a DOE Facility Clearance, which includes a foreign ownership, control, and influence (FOCI)

certification, and (2) Subcontractor personnel must possess a DOE Access Authorization (clearance) appropriate for the access level.

3.0 Security Processing and Badging

3.1 In order to obtain a badge, the Subcontractor shall provide the following information to the LLNS Technical Representative, or designee, 48 hours prior to initial entry to LLNL or Site 300. Note, for Construction Subcontracts, the Subcontractor shall submit a completed "Lower Tier Subcontractor Information" form to the LLNS Contractor Administrator for further processing.

- Full names (last, first, and middle) and social security numbers for each individual requiring site access,
- Subcontractor's company name,
- Subcontractor's Subcontract number, and
- Country of citizenship.

3.2 At the time of initial entrance to LLNL, all Subcontractor personnel shall report to the LLNL Westgate Badge Office in Building 071, located on Westgate Drive, for security processing.

3.2.1 All personnel appearing at the Badge Office for entry processing shall present the following information:

- Subcontractor's company name,
- Location of work site,
- Subcontractor's Subcontract number,
- Subcontractor's contact name, and
- Current original photo identification (identity source document), e.g., current state issued driver's license or current federal, state, or government issued identification card. (Note: A valid driver's license is required at time of badging to be granted on-site driving privileges.)

3.2.2 LLNS will provide Subcontractor personnel immediate access to the "General Access" Areas and "Property Protection" Areas with the understanding the continued presence of Subcontractor personnel at LLNL is subject to review by LLNS based upon the fully executed SASQ and a check of appropriate records of law enforcement agencies.

3.2.3 Subcontractor personnel shall wear badges above the waist and in plain sight at all times while working within the limits of LLNL unless the badge will cause a hazardous condition. In that case, Subcontractor personnel shall keep the badge on their person and available for display when requested. Subcontractor personnel shall not leave badges in vehicles while on-site and shall protect badges from theft while off-site.

- 3.3 LLNS will supply badges to the Subcontractor at no cost. The badges remain the property of the government. Upon completion of this Subcontract or termination of assignment at LLNL, Subcontractor personnel shall return the badges to either the LLNL Westgate Badge Office or at the final security checkpoint. Subcontractor personnel may be denied future access to LLNL if badges are not returned as required.
- 3.4 LLNS will provide security processing for Subcontractor personnel without charge to the Subcontractor. LLNS will not reimburse the Subcontractor for the Subcontractor personnel's "lost time" incurred during the security processing.

3.5 Site Access Orientation

3.5.1 Site Access Brochure: Subcontractor personnel receiving a badge to access the site will receive a brochure providing basic safety, security and emergency preparedness information and a map of the LLNL site. Subcontractor personnel shall familiarize themselves with the content of this brochure prior to accessing the LLNL site.

3.5.2 Subcontractor Site Access Safety and Security Orientation: Subcontractor personnel who access the LLNL site for more than 14 calendar days in a 12 month period shall complete an approximate 45 minute, web-based site access orientation course "HS0016-W, Site Access Safety and Security Orientation." The web-based course is available on the external network and is, therefore, accessible via a standard internet connection at the Subcontractor's or other off-site facility. The course can be found by clicking on the following link:

[Site Access Training HS0016 - External](#)

The Site Access Safety and Security Orientation is a one-time course. Subcontractor personnel who have previously completed the course are not required to complete the course as part of this Subcontract.

4.0 Subcontractor Responsibilities to Notify of Changes in Need for Clearances

- 4.1 Subcontractor personnel assigned to work at LLNL and requiring access to classified information or SNM must obtain and maintain a DOE Access Authorization (clearance). The determination for the access authorization will be made by the cognizant LLNS Technical Representative. The LLNS Technical Representative will notify the LLNL Security Organization to process the required Subcontractor personnel for the access authorization(s). Subcontractor personnel with clearances shall take all required training courses (e.g., Annual Security Refresher Briefing) and fulfill applicable reporting requirements.
- 4.2 All cleared Subcontractor personnel shall immediately notify the LLNS Contract Administrator and the LLNL Security Organization in the event one of the following occurs:

- 4.2.1 Employment by the Subcontractor is terminated.
- 4.2.2 Access authorization (clearance) is no longer required (for example, the Subcontract work is completed or an individual transfers to a position not requiring such access).
- 4.2.3 An individual is on a leave of absence or an extended "leave of absence" that exceeds 90 consecutive working days. For purposes of this requirement, "leave of absence" refers to vacations, illnesses, sabbaticals, teaching and research leaves, maternity leaves, leave without pay, leave with pay, family and medical leaves (FMLA), workers' compensation (injury), and military leaves.
- 4.2.4 Access to classified matter or SNM is no longer required due to an individual being transferred to a position not requiring such access.
- 4.2.5 The individual leaves for foreign travel, employment, assignment, education or residence of more than three months duration not involving official United States Government business. (Note: This requirement applies even if the individual remains employed by the Subcontractor.)
- 4.2.6 Notification must be made in writing to the LLNS Contract Administrator at the address indicated in the Subcontract and the LLNL Security Organization at the following address:

Personnel Security Division
Attention: Terminations
7000 East Avenue, L-504
Livermore, CA 94550

5.0 Testing Requirements for Testing Designated Positions (TDPs)

- 5.1 All Subcontractor personnel in a TDP as defined in 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites*, including, without limitation, all Subcontractor personnel requiring "L" or "Q" access authorization, are subject to applicant, random, reasonable suspicion, and occurrence drug testing.
- 5.2 Subcontractor personnel who have a confirmed positive test result may be denied access to LLNL, prohibited from further work under this Subcontract, and be subject to any other appropriate legal consequences.
- 5.3 Subcontractor personnel who do not consent to a requested drug test pursuant to this Subcontract, or who otherwise falsify or tamper with any specimens, will be deemed to have a confirmed positive test and may be denied access to LLNL, prohibited from further work under this Subcontract, and be subject to any other appropriate legal consequences.

6.0 Work Conditions and Restrictions

- 6.1 All Subcontractor personnel assigned for work at LLNL shall be professional, competent to perform the work assigned, unimpaired, and fit for duty.
- 6.2 Subcontractor personnel shall access only those LLNL work site area(s) specified in this Subcontract, or as otherwise approved by the LLNS Technical Representative. Subcontractor personnel working on outside projects are prohibited from entering any buildings within the area of work, except when granted permission by the LLNS Technical Representative.
- 6.3 All personal belongings of Subcontractor personnel, including briefcases, lunch boxes, handbags, and vehicles driven by Subcontractor personnel, are subject to random search for prohibited and controlled items, upon entering and leaving LLNL, at the discretion of the LLNL Security Organization.
- 6.4 Except as otherwise specified in this Subcontract, work operations shall be limited to the hours between 7:30 a.m. and 5:00 p.m., Monday through Friday, at LLNL, and between 7:00 a.m. and 5:30 p.m., Monday through Thursday, at Site 300, except on LLNS holidays. The Subcontractor shall submit requests for approval to work at times other than the time stated herein to the LLNS Technical Representative 48 hours in advance.
- 6.5 Unless otherwise approved by the LLNS Technical Representative, the Subcontractor shall ensure materials, parked vehicles or equipment, trailers, or temporary storage buildings are not located within 50 feet of any existing fence, or within 25 feet of power poles or manholes.
- 6.6 The Subcontractor shall conduct the work in a manner that minimizes interference with the activities at LLNL.
- 6.7 Subcontractor personnel may use privately owned cellular phones, with or without internal cameras or other imaging capability, in "General Access" Areas, and "Property Protection" Areas; however, the camera function shall not be used within the limits of LLNL without proper written authorization. Subcontractor personnel may use cellular phones that do not contain internal cameras outdoors in "Limited" Areas. Certain other restrictions apply to cellular phones when taken into "Limited" Areas and are not permitted in "Limited" Area buildings. Subcontractor personnel shall review a copy of the LLNL cellular phone rules when they receive their badges.

7.0 Prohibited or Controlled Items

7.1 Prohibited Items

Except as otherwise provided herein, Subcontractor personnel shall not bring the following items within the limits of LLNL unless necessary to perform the work and

the Subcontractor obtains prior written approval from the LLNS Contract Administrator in accordance with paragraph 7.3 below.

- Dangerous weapons,
- Explosives,
- Instruments or material likely to produce substantial injury to persons or damage to persons or property,
- Controlled substances, e.g., illegal drugs and associated paraphernalia, except prescription medicines in their original containers,
- Alcoholic beverages,
- Poisonous or corrosive solids, liquids, or gasses,
- Any other items prohibited by law (see 10 CFR 860 and 41 CFR 101-20.3).

7.2 Controlled Items

Subcontractor personnel shall not bring the following items within "Limited," "Exclusion," and "Protected" Areas unless necessary to perform the work and the Subcontractor obtains the prior written approval from the LLNS Contract Administrator in accordance with paragraph 7.3 below.

- Recording equipment (audio, data or video),
- Mace or pepper spray,
- Optical devices (binoculars and telescopes),
- Computers and associated media (requires Cyber Security approval for use inside "Limited" Area buildings).
- RF transmitting equipment,
- Electronic equipment with a data exchange port capable of connection to LLNS owned automated system equipment,
- Cellular phones with or without cameras or other imaging capability may be used outdoors in "Limited" Areas without a permit; however, the camera function or other imaging capability of a cellular phone may not be used within the limits of LLNL without proper written authorization,
- Cameras (require a permit) (See above rules for cellular phones that contain cameras or other imaging capability),

LLNS may confiscate prohibited or controlled items if the Subcontractor is using such items in violation of the terms of this Subcontract (including these Security and Site Access Provisions) or for purposes other than those required to perform the work.

7.3 If the Subcontractor desires to bring prohibited or controlled items into LLNL, the Subcontractor shall submit a written request to the LLNS Contract Administrator for each prohibited or controlled item brought into LLNL at least two days prior to the date the Subcontractor desires to bring the prohibited or controlled items into LLNL.

7.3.1 The Subcontractor's request shall include a statement of need, the period of time the item will be on the LLNL site, and the person responsible for its use.

7.3.2 The LLNS Contract Administrator will coordinate with the LLNL Security Organization and the LLNS Technical Representative and advise the Subcontractor whether the request has been approved and of any required restrictions.

7.3.3 The Subcontractor shall comply with the approved request and remove the prohibited and controlled items from LLNL immediately upon termination of its need or termination of the period stated in the Subcontractor's approved request.

8.0 Revoking LLNL Site Access

8.1 LLNS may revoke any Subcontractor personnel access to LLNL if Subcontractor personnel violate these Security and Site Access Provisions.

8.2 The Subcontractor will not be compensated or receive any time extension if Subcontractor personnel are denied access to LLNL in accordance with paragraph 8.1 above.

9.0 Fence Penetrations

9.1 Subcontractor personnel shall not penetrate over, under, or through existing security fences located within or on the perimeter of LLNL without the permission of LLNS.

9.2 If any security penetrations are required, Subcontractor personnel shall:

9.2.1 Conduct such penetrations under LLNL Security Organization security escort.

9.2.2 Install temporary barricades for all penetrations when work is not in progress. The Subcontractor shall locate its temporary barricades at the existing fence line, use panel inserts supplied by LLNS or other LLNS-approved materials, and ensure the barricades provide the same degree of protection as afforded by the existing fence.

9.2.3 The Subcontractor shall obtain prior written approval from the LLNS Technical Representative who will coordinate with the LLNL Security Organization prior to installing the temporary barricades.

10.0 Use of Existing Roads

10.1 Subcontractor personnel shall comply with posted speed limits and all other signs and posted notices.

10.2 The LLNS Technical Representative will designate points of access to the work for vehicles and personnel.

- 10.3 Only vehicles with pneumatic tires are allowed on existing roads.
- 10.4 The Subcontractor shall equip all motorized equipment with mufflers. The Subcontractor shall equip all motorized equipment to be used on unpaved surfaces with spark arresters. The Subcontractor shall obtain approval from the LLNS Technical Representative for use of motorized vehicles equipped with catalytic converters on unpaved areas.
- 10.5 The Subcontractor shall limit its use of LLNL roads for heavy traffic.
- 10.6 LLNS will designate the existing roads within the LLNL for the Subcontractor's use. The Subcontractor shall not use other roads without first obtaining permission from the LLNS Technical Representative.
- 10.7 The Subcontractor shall keep all LLNL roads open at all times. When obstructions on existing LLNL roads are required because of the work, the Subcontractor shall obtain approval from the LLNS Technical Representative and establish complete detours or other temporary measures prior to the start of other work.
- 10.8 Subcontractor personnel shall provide and maintain the following:
 - 10.8.1 Suitable temporary barricades, fences, or other structures as required for the protection of the public, traffic, and personnel about the work site. All barricades shall have battery-operated warning lights during hours of darkness.
 - 10.8.2 Walks around any obstruction made in public places.
 - 10.8.3 Sufficient light on or near the work-area, as necessary, to protect workers, travelers, and other personnel from injury during all hours of darkness. Subcontractor personnel shall not use lighting with open flames.
- 10.9 The Subcontractor is responsible for all damage to utilities, streets, curbs, and gutters resulting from its work, and shall, at no cost to LLNS, repair all such damage at the completion of this work, or sooner if directed by LLNS.

11.0 Parking

11.1 Subcontractor Vehicles

- 11.1.1 Unless otherwise approved in writing by LLNS, Subcontractor personnel shall park vehicles and equipment only in areas completely off the existing LLNL roads, or in areas designated for parking within the work-area limits.
- 11.1.2 Subcontractor personnel shall keep cranes, booms, drilling rigs, and similar tall equipment clear of overhead electrical conductors. The Subcontractor is

responsible and shall hold LLNS harmless for any damage or injury caused by unsafe acts of its operators.

11.2 Personal Vehicles

Parking space for the private vehicles of Subcontractor personnel will be available within the established parking lots of LLNL, or entirely off the LLNL site. No private vehicles are allowed into any other areas of LLNL, except as specifically specified in this Subcontract or with the permission of LLNS. The Subcontractor shall transport its personnel to the job site/work-area in Subcontractor vehicles.

12.0 Additional Work Requirements for Site 300

12.1 Site 300 is an area where high explosives are processed, transported and tested. All Subcontractor personnel are considered to be unacquainted with the operations of the site. Therefore, Subcontractor personnel shall treat all areas as hazard areas.

12.1.1 Because of the nature of the operation activities at Site 300, all security and safety regulations are strictly enforced by LLNS and Subcontractor personnel shall comply with these regulations at all times.

12.1.2 Smoking is not permitted in vehicles during the posted fire season. Smoking may be limited to certain areas, as designated by LLNS, depending on the hazard as determined by LLNS. Smoking is not permitted within any facility.

12.1.3 When approached by a vehicle with headlights on and displaying explosives signs, Subcontractor personnel shall pull to the right side of the road, slow down, and yield the right of way. Subcontractor personnel may increase speed only after such a vehicle has passed. No passing of vehicles transporting explosives is permitted unless a signal to do so is given by the driver.

12.2 The Subcontractor shall not bring, haul, or move explosives into, within or away from the boundaries of Site 300 without first obtaining permission in writing from the LLNS Technical Representative who will coordinate with the DOE/NNSA Livermore Site Office.

12.2.1 The Subcontractor shall obtain approval from the LLNS Technical Representative 24 hours in advance for every haul or move required, and all explosives shall be removed at the end of each working day.

12.2.2 LLNS will check and record the quantities and type of all explosives delivered to Site 300, quantities used for each detonation, and quantities removed from Site 300 at the end of each working day.

12.2.3 The Subcontractor shall properly mark all vehicles used for hauling explosives and shall comply with the applicable State of California highway safety requirements.

12.3 Work Area Limits for Roads and Underground Utilities

12.3.1 The work-area limits for road work shall extend 100 feet from the top of all cuts and the toe of all fills on each side of the road.

12.3.2 The work-area for underground utilities and overhead power lines shall extend 100 feet on each side of the service to be installed. This shall apply when the utility or power line extends beyond a designated building work-area limit.

12.4 Blasting and Hauling of Explosives

Blasting of rock and other materials is not permitted at the LLNL and is not contemplated at Site 300. However, if it becomes evident the use of explosives at Site 300 is required, the Subcontractor shall notify LLNS 24 hours in advance of each blasting operation, stating the quantities and type of explosives proposed and shall obtain approval from LLNS for each blasting operation. Explosives exceeding six pounds for each detonation will not be permitted. All blasting operations shall be conducted in accordance with the requirements of the State of California CCR Title 8, Chapter 4 Subchapter. 7 - General Industry Safety Orders.

12.5 Fire Breaks

12.5.1 Prior to the start of any work at the site, the Subcontractor shall provide a fire break around the work area. The fire break shall be at least eight feet wide and free from all flammable materials and natural growth. The Subcontractor may not commence any construction-related work until the fire break has been reviewed and approved by the Site 300 Fire Department.

12.5.2 Subcontractor will not be allowed to do burning of any nature within the limits of the work area.

12.6 There are two firing areas within the limits of Site 300; the East Firing Area and the West Firing Area. LLNS conducts tests within these areas that include intentional detonation of high explosives; therefore, all Subcontractor personnel traveling and passing through these areas are under strict control and LLNS and the Subcontractor must know the location of all personnel at all times.

12.7 LLNS has established a control point in order to control the admission of Subcontractor personnel to potentially hazardous areas. LLNS has located remotely controlled gates or road barriers on the approach roads into the firing areas.

- 12.8 LLNS conducts explosive tests at existing bunkers within the firing areas. When a test is being planned, LLNS strictly controls all activities and the use of site roads within the radius of the explosive test firing point.
- 12.8.1 LLNS will communicate the bunkers and their related hazardous areas to Subcontractor personnel.
- 12.8.2 All Subcontractor personnel shall be under approved cover (generally inside a bunker), or shall move outside the hazardous zone until the test is completed.
- 12.8.3 The LLNS Technical Representative will advise the Subcontractor of impending tests and shall escort Subcontractor personnel to unclassified shelters or advise them to vacate the area.
- 12.9 Work activities and the use of site roads in the firing areas will be subject to delays due to testing activities.
- 12.10 The Subcontractor shall inform its personnel of the special requirements affecting its personnel and activities within the firing areas in addition to the security and site access regulations stated in these and any other provisions.

(END OF PROVISIONS)



LAWRENCE LIVERMORE NATIONAL LABORATORY
GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS
(Domestic Educational Institutions & Nonprofit Organizations)

(TEXT OF GPs #300B; Rev. XX/XX/4911)
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CLAUSE 1 – SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

A. As used in this clause:

1. Team Member means any of the following entities: Bechtel National, Inc.; The Regents of the University of California; ~~The Babcock and Wilcox Company~~ Technical Services Group, Inc.; ~~Washington Group, a division of the URS Corporation~~; Battelle Memorial Institute; GEM Technology International Corporation; Professional Project Services, Inc. (Pro2Serve); Dynamac Corporation; TerranearPMC, LLC (TPMC); and Texas A&M University System.
2. Team Member Affiliate means any person or entity which is ~~a wholly-owned, majority-owned, or otherwise an affiliate of any Team Member~~. The term affiliate is defined at FAR 2.101.

B. Because of restrictions in the contract between DOE/NSA 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 ~~shall~~ 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 Administrator.

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

CLAUSE 2 - PUBLICATIONS

A. The Subcontractor shall closely coordinate with the LLNS Technical Representative regarding any proposed 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 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 days; otherwise, the Subcontractor may assume that LLNS has no comments. Subject to the SECURITY REQUIREMENTS clause of these GENERAL PROVISIONS, the Subcontractor agrees to address any concerns or issues identified by the LLNS Technical Representative prior to submission for 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 Administrator is provided written notice thereof.

CLAUSE 3 – NOTICES

A. The Subcontractor shall immediately notify the LLNS Contract Administrator in writing of (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of the

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Subcontract; and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of the Subcontract.

- B. If, ~~at any time~~ during the performance of the Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract, it shall immediately notify the LLNS Contract Administrator in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

CLAUSE 4 – ASSIGNMENTS

~~The Subcontract may be assigned by~~ 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 Administrator, except for subcontracts already identified in the Subcontractor's proposal.

CLAUSE 5 – DISPUTES

A. Informal Resolution:

1. The parties shall attempt to resolve any dispute in good faith, by direct, informal negotiations. All negotiations shall be confidential, unless otherwise required by law. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
2. The parties, upon mutual agreement, may seek the assistance of a neutral third party to resolve any dispute, but they must agree to seek such assistance no later than 120 days after the date of LLNS' receipt of a claim. If requested by both parties, the neutral third party may offer a non-binding opinion as to a possible settlement. All discussions with the neutral third party shall be confidential, unless otherwise required by law. The parties may also request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE/NNSA Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation shall be shared equally by both parties.
3. In the event the parties are unable to resolve the dispute by using a neutral third party, Ombuds Program, or mediator, or decline to seek such assistance, LLNS will issue a written decision on the claim.

B. Formal Resolution:

1. Unless prohibited by the State laws of either party, a dispute not resolved by informal resolution may be submitted to binding arbitration upon agreement of both parties. Any such arbitration shall be conducted by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), any decision shall be irrevocable, and the outcome of the arbitration shall be binding on all parties.
2. Each party to the arbitration shall pay its pro rata share of the arbitration fees, not including counsel fees or witness fees or other expenses incurred by the party for its own benefit.
3. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

C. Litigation:

~~If a dispute has not been resolved by informal resolution and arbitration is declined or is not available for the dispute,~~ the parties may pursue litigation in any court of competent jurisdiction.

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D. Governing Law:

~~This Subcontract shall be interpreted and governed in accordance with all applicable federal and state laws and all applicable federal rules and regulations.~~

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CLAUSE 6 – RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

The parties understand that materials and information resulting from the performance of this Subcontract may be subject to export control laws and that each party is responsible for its own compliance with such laws.

CLAUSE 7 – COST ACCOUNTING STANDARDS (CAS) LIABILITY

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

Reference is made to the clauses of these GENERAL PROVISIONS entitled *COST ACCOUNTING STANDARDS* and *ADMINISTRATION OF COST ACCOUNTING STANDARDS*. 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, ~~or and~~ interest thereon, resulting from any failure of the Subcontractor ~~or of a lower-tier subcontractor~~, with respect to activities

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carried on at the site of the work, ~~or of a subcontractor~~, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clauses.

CLAUSE 8 - 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. However, only if Limited Rights Data will be used in meeting the delivery requirements of the Subcontract, the following disclosure and use restrictions shall apply to and shall be inserted in, any FAR 52.227-14 Limited Rights Notice on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier:

- A. ~~These~~ This "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. ~~These~~ This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. ~~These~~ This "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

CLAUSE 9 - RETENTION OF RECORDS

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 three years after final payment under this Subcontract or otherwise disposed of in such manner as may be agreed upon by LLNS and the Subcontractor.

CLAUSE 10 - ORDER OF PRECEDENCE

~~The parties shall resolve a~~Any inconsistencies in the documents comprising the Subcontract ~~shall be resolved~~ by giving precedence in the following order: (a) the Subcontract Signature Page and Schedule of Articles; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

CLAUSE 11 - 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 the 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 Administrator in writing. Until the LLNS Contract Administrator provides direction, the Subcontractor shall protect the material as directed by LLNS.
- D. After receiving the written notification, the LLNS Contract Administrator 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 days of receiving the written notification of the Subcontractor's stated inability to proceed, the LLNS Contract Administrator 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 Administrator to terminate the Subcontract in whole or in part. The LLNS Contract Administrator shall terminate the Subcontract in whole or in part,

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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 12- REPORTING FRAUD, WASTE, ABUSE AND OTHER SIGNIFICANT PROBLEMS

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This Subcontract shall be subject to the Department of Energy Orders DOE O 221.1A, *Reporting Fraud, Waste and Abuse to the Office of Inspector General* and DOE O 221.2A, *Cooperation with the Office of Inspector General*. The 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. The Subcontractor shall require its employees who have information about actual or suspected violations of laws, regulations, or policies including fraud, waste, abuse, misuse, corruption, criminal acts, mismanagement or other significant problems, as described in the Contractor Requirements Document of DOE Order 413.1B, relating to DOE programs, operations, facilities, contracts or information technology systems, notify an appropriate authority such as the Office of the Inspector General, law enforcement officials or their supervisor. Subcontractor employees shall comply with requests for interviews and briefings and provide affidavits or sworn statements if required by an employee of the Office of Inspector General so designated to take affidavits or sworn statements. The Subcontractor shall not hinder employee compliance with these subject orders and shall not retaliate against employees who report any such fraud, waste, abuse, misuse, corruption, criminal acts, mismanagement or other significant problems.

CLAUSE 13 - 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, immigration, safety (including those pertaining to worker safety and health), export control, and environmental protection.

CLAUSE 14 - 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, 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, as prescribed below. The full text of the clause texts may be accessed electronically at the following web site: the following web sites: Code of Federal Regulations - Title 48

<http://ecfr.gpoaccess.gov/ecfr/text/text-idx?sid=579784d99194f6b9d52ee004728497d4&c=ecfr&tpl=/ecfr/browse/Title48/48iab-02.tpl> [FAR]; <http://www.acquisition.gov/far/>; DEAR - <http://www.management-energy.gov/DEAR.htm>

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean LLNS, except in FAR clauses 52.227-14 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" shall remain unchanged and "Contracting Officer" shall mean 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" shall remain unchanged. As used in DEAR clause 970.5227-8, the term "DOE" shall mean 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, UNLESS OTHERWISE AS INDICATED BELOW:

DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a LLNS-controlled site
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994). Applies if the Subcontract is for unclassified research involving nuclear technology.
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004 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 (DEC 2002). In Paragraph (a), substitute Subpart 31.2 with Subpart 31.3 for educational institutions and Subpart 31.7 for non-profit organizations.

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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$700,000:

<u>FAR 52.215-10</u>	<u>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 2010)</u>
<u>FAR 52.215-12</u>	<u>SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)</u>
<u>FAR 52.230-2</u>	<u>COST ACCOUNTING STANDARDS (OCT 2008)</u> , excluding Paragraph (b).--Applies if the Subcontractor is subject to full CAS coverage per 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
<u>FAR 52.230-3</u>	<u>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)</u> , 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).
<u>FAR 52.230-5</u>	<u>COST ACCOUNTING STANDARDS—EDUCATIONAL INSTITUTION (OCT 2008)</u> , excluding Paragraph (b).--Applies if the Subcontractor is an Educational Institution and not a FFRDC.
<u>FAR 52.230-6</u>	<u>ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)</u>

(END OF GENERAL PROVISIONS)

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