



**University of California
Lawrence Berkeley National Laboratory**

GENERAL PROVISIONS FOR COST REIMBURSABLE (NO FEE) SUBCONTRACTS

(WITH EDUCATIONAL INSTITUTIONS AND NONPROFIT ORGANIZATIONS)

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CLAUSE 1 – DEFINITIONS

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

- "CFR" means the U.S. Code of Federal Regulations.
- "DEAR" means the DOE Acquisition Regulation.
- "DOE" means the U.S. Department of Energy.
- "FAR" means the Federal Acquisition Regulation.
- "Government" means the United States Government.
- "LBNL" means the Lawrence Berkeley National Laboratory.
- "Subcontract" means the subcontract between the University and the Subcontractor which includes these General Provisions.
- "Subcontractor" means the party who has entered into the Subcontract with the University, as identified in the Subcontract.
- The lower-case term "subcontractor" means the Subcontractor's lower-tier subcontractor(s).
- "University" means The Regents of the University of California, acting through the LBNL.

CLAUSE 2 – SCOPE OF SUBCONTRACT

The scope of the Subcontract shall be limited to the acquisition of supplies or services from educational institutions or nonprofit organizations on a cost-reimbursable, no fee basis, excluding research.

The Subcontract is entered into under the University's Prime Contract No. DE-AC02-05CH11231 with DOE for management and operation of LBNL.

The University is committed to doing business in a socially responsible, sustainable, and ethical manner, consistent with the University's mission, values, and principles. As such, the University expects Subcontractors performing work for the University under this Subcontract to provide goods and services in a manner consistent with the University's [Stewardship Values](#) including trust and respect.

CLAUSE 3 – OPERATING ASSURANCE

The Subcontractor bears primary responsibility for the work to be performed under the Subcontract. The Subcontractor shall use its best ability, skill and care in the performance of work. Specifically, the Subcontractor shall be responsible for the professional quality, technical accuracy and the coordination of all data, reports, documentation and other services furnished by the Subcontractor under this Subcontract. The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its data, reports, documentation, and other services. Except as otherwise directed by University in writing, the Subcontractor shall procure all necessary permits or licenses required for the performance of work under this Subcontract.

CLAUSE 4 – KEY PERSONNEL

The Subcontractor's principal investigator or representative shall: (a) devote a reasonable amount of time to the work; (b) be closely involved and continuously responsible for the conduct of the work; (c) not be replaced unless approved by LBNL; and (d) advise LBNL if she/he will devote substantially less effort to the Subcontract than anticipated. It is understood and agreed that any key technical individual(s) assigned to

this work shall not be reassigned to other work that will interfere with the work under this Subcontract without prior LBNL approval, except in circumstances beyond the reasonable control of the Subcontractor. If such circumstances arise, the Subcontractor shall inform the LBNL Procurement Representative and the Technical Coordinator of such reassignments within (5) working days. A replacement individual shall be assigned by the Subcontractor and approved by the LBNL Coordinator within ten (10) working days. If an acceptable individual is not identified, LBNL reserves the right to terminate this Subcontract.

CLAUSE 5 – BASIS OF AGREEMENT

The Subcontractor undertakes to perform the work based on the position(s), knowledge, education, experience(s), and/or publication(s) described in the Subcontractor's proposal to LBNL. LBNL acknowledges and accepts these credentials and statements based, on the data contained in said proposal as a sufficient basis for entering into this Subcontract with the Subcontractor. However, LBNL shall hold the Subcontractor responsible for the authenticity of the knowledge, education, experience and/or publications as stated in the Subcontractor's proposal.

CLAUSE 6 – WALSH-HEALEY PUBLIC CONTRACTS ACT

If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

CLAUSE 7 – FORCED, CONVICT, AND INDENTURED LABOR

(a) By signing or accepting this Subcontract, the Subcontractor hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this Subcontract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

(b) Any Subcontractor subcontracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a subcontract pursuant to the above, may have any or all of the following sanctions imposed:

(1) The Subcontract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.

(2) The Subcontractor may be removed from consideration for University subcontracts for a period not to exceed 360 days.

CLAUSE 8 – INDEMNIFICATION

Subcontractor hereby agrees to defend, indemnify, and hold the University, the DOE, and their respective officers, agents, and employees harmless from and against any and all claims, demands, fines, expenses (including attorney's fees), judgments, awards, and lawsuits for liability of any kind including damages for personal injury, bodily injury (including death), and damage to property (including the loss of use thereof) arising out of Subcontractor's performance of this Subcontract, except for such claims, demands, fines, judgments, awards, and lawsuits, which result from the sole negligence or willful misconduct of the University, the DOE, and/or their respective officers, agents, and/or employees.

CLAUSE 9 – WITHHOLDING OF PAYMENT

Any time before final payment of the amount of this Subcontract, the University Procurement Representative may, if deemed warranted, withhold payment until a reserve not exceeding \$50,000 or 5% of the amount (1% of the amount shall be withheld if the Subcontractor is a non-profit organization) of this Subcontract, whichever is less, has been set aside.

The retention may be withheld until the University Procurement Representative determines that the Subcontractor has rectified any deficiencies that may exist and has delivered all reports, disclosures, and other information required under the Subcontract.

The payment of any amounts shall not be construed as a waiver of any rights of the University or Government under this Subcontract.

CLAUSE 10 – ASSIGNMENTS

(a) This Subcontract may be assigned by the University to the Government or a successor-in-interest for management and operation of LBNL.

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

(c) Neither this Subcontract nor any interest created thereby or any claim here under shall pass by operation of law or otherwise to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors, or to any other party or parties, except as expressly authorized by the University. The breach of the foregoing prohibition, whether voluntary, or by operation of law, by any process or proceeding of any court or by attachment, execution, proceeding in reorganization, composition, insolvency, or bankruptcy, whether voluntary or involuntary, shall be cause for default under this Subcontract.

CLAUSE 11 – NOTIFICATIONS

(a) Subcontractor shall immediately notify the University Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontractor, the cost of which is reimbursable hereunder.

Subcontractor shall immediately (as soon as possible, but in no event more than 24 hours) notify the University Technical Representative by telephone and in writing after becoming aware of any accident, or incident involving the Subcontractor's employees, agents, contractors, lower-tier subcontractors relating to the services provided under this subcontract, or any accident, or incident involving the University's employees, agents, contractors, sub-contractors that the Subcontractor is aware of in relation to the services provided under this Subcontract.

The term "incident" means an occurrence that can or will cause an interruption of service, or an act that potentially violates an explicit or implied security or safety policy.

The term "accident" means an unforeseeable and unexpected turn of events that causes loss in value, injury, or increased liabilities. The event is not deliberately caused and is not inevitable, or a sudden, unforeseen or unexpected event causing harm to a person.

(b) Subcontractor agrees to notify the University of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which the Subcontractor has reason to believe may be inapplicable or invalid, and which would be reimbursable or the University has claimed an exemption hereunder. Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the University, and to take such steps as may be required by the University to cause such tax, fee, or

charge to be paid under protest and, if so directed by the University, to cause to be assigned to the University or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the University or its designee to join with the Subcontractor in any proceedings for the recovery thereof or to sue for recovery in the Subcontractor's name.

(c) If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the University Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to resolve such circumstances within the shortest possible time.

CLAUSE 12 – EXCUSABLE DELAYS

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, which include by way of illustration, but not limitation, acts of God or the public enemy, acts of the federal, state or local government in either its sovereign or contractual capacity, fires, flood, epidemics and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, delays of common carriers, or any other condition beyond the Subcontractor's reasonable control. The Subcontractor shall notify the University in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the University written notice of the cessation of such occurrence.

A Subcontractor invoking this provision shall have the burden of proving that such occurrence(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the University may reasonably request. After receipt of such notification, the University may elect either to cancel the Subcontract or to extend the time for performance as reasonably necessary.

CLAUSE 13 – DISPUTES

(a) Informal Resolution

(1) The parties to a dispute shall attempt to resolve it in good faith, by direct, informal negotiations. All negotiations shall be confidential. 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 at any time, but they must seek such assistance no later than 120 days after the date of the University's receipt of a claim. The requirement to seek the assistance of a neutral third party may be waived or modified only with the consent of all parties. The parties may request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation shall be shared equally by both parties. 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.

(3) In the event the parties are unable to resolve the dispute by using a neutral third party or waive the requirement to seek such assistance, the University will issue its written decision on the claim.

(b) Formal Resolution

(1) If a dispute has not been resolved by informal resolution, it may be submitted to binding arbitration upon agreement of both parties, by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA).

If arbitration is agreed to by both parties, such decision is irrevocable and the outcome of the arbitration shall be binding on all parties, to the extent permitted by law.

(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 arbitration is declined for such disputes, the parties may pursue litigation in any court of competent jurisdiction.

(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.

CLAUSE 14 – COST ACCOUNTING STANDARDS LIABILITY

(Applicable to Subcontracts exceeding \$2,000,000)

The Subcontractor shall be liable to the Government for any increased costs or interest, and the University shall be entitled to an adjustment of the Subcontract costs, as appropriate, resulting from any failure of the Subcontractor or a lower-tier subcontractor to comply with the "Cost Accounting Standards" and "Administration of Cost Accounting Standards" clauses, if applicable, or to consistently follow any cost accounting practice.

CLAUSE 15 – RELEASE OF INFORMATION AND PUBLICATION

(a) The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained, and the name of the University, the Lawrence Berkeley National Laboratory (LBNL), or the Government shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the University Procurement Representative.

(b) The Subcontractor shall closely coordinate with the University's Technical Representative regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under this Subcontract. The Subcontractor shall provide the University an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this Subcontract at least forty-five (45) days prior to their submission for publication. The University will review the proposed publication and provide comments. A response shall be provided to the Subcontractor within forty-five (45) days; otherwise, the Subcontractor may assume that the University has no comments. The Subcontractor agrees to address any concerns or issues identified by the University prior to submission for publication.

(c) Subcontractor shall acknowledge the University and Government sponsorship of the work as appropriate, and shall include a statement that such sponsorship does not constitute endorsement by the University or the Government of the views expressed in the publication.

CLAUSE 16 – WORKER SAFETY AND HEALTH

(Applicable if the Subcontract involves performance at an LBNL site.)

The Subcontractor and its lower-tier subcontractors performing work at an LBNL worksite are subject to the DOE *Worker Safety and Health Program* regulation of Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851), and shall perform the work in compliance with the *LBNL Health and Safety Manual*, available at <http://ehs.lbl.gov/pub3000>, which implements the requirements of 10 CFR 851, and in compliance with their Cal/OSHA mandated Injury and Illness Prevention Plan (IIPP) or equivalent and all other LBNL safety procedures and policies communicated to the Subcontractor. The Subcontractor is responsible for ensuring that its lower-tier subcontractors comply with these requirements. Violations of these requirements may subject the Subcontractor and its lower-tier subcontractors to civil penalties.

The Subcontractor shall ensure that all workers requiring unescorted/badged access to an LBNL site complete the *General Employee Radiological Training* (GERT). The on-line training is available at <https://training.lbl.gov/ehs/training/webcourses/EHS0470/>.

The Subcontractor shall ensure that all workers know that smoking at LBNL is only permitted in designated smoking areas.

CLAUSE 17 – INJURY REPORTING

(Applicable if the Subcontract involves performance by ten or more Subcontractor employees at LBNL sites.)

(a) Subcontractor shall report all injuries to Subcontractor's employees that qualify for inclusion on Subcontractor's Cal-OSHA log to the University within 10 days of occurrence of the injury. Subcontractor shall furnish a copy of its supplemental injury report form (OSHA form 301 or equivalent) for each such case. This report shall be emailed to injury-review@lbl.gov. In addition, serious injuries resulting in death (including any death occurring 30 days following a work-related incident) or in-patient hospitalization and all amputations and all losses of an eye shall be reported by telephone immediately to the LBNL Health Services, (510) 486-6266.

(b) Subcontractor shall report to the University the hours worked by Subcontractor's employees on the LBNL Site on a quarterly basis. For each quarter, the hours worked shall be reported in writing no later than

the 10th day of the month following the end of the quarter (i.e. January 10th, April 10th, July 10th, October 10th). This report shall be emailed to injury-review@lbl.gov.

CLAUSE 18 – LAWS, REGULATIONS, AND DOE DIRECTIVES

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, codes, rules, and regulations (including DOE regulations), including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety (including OSHA). The Subcontractor shall also comply with the Contractor Requirements Document (CRD) of any DOE Directive referenced within the Subcontract or these General Provisions.

Except as otherwise directed in writing by the University Representative, the Subcontractor shall procure all necessary permits or licenses required for the performance of work under this Subcontract.

CLAUSE 19 – ACCEPTANCE OF SUBCONTRACT

The Subcontractor's written acceptance of this Subcontract or the performance of any portion of this Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all of the Subcontract's terms and conditions. Any alterations made to the documents comprising this Subcontract or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract are not accepted, shall constitute a proposal for modification of the Subcontract only, and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract and its terms and conditions, anything to the contrary notwithstanding.

In the event the Subcontractor's business status indicated in the Subcontract or the Subcontractor's proposal is not accurate and current, in accordance with applicable Federal laws, executive orders, and regulations, the University may cancel this Subcontract, without further obligation.

CLAUSE 20 – ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract document (including any signature page and schedule of articles), these General Provisions, and any other referenced or incorporated clauses, provisions, and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Provisions, including the FAR and DEAR clauses listed in the clause entitled *Clauses Incorporated by Reference*; (c) any specifications; (d) other documents listed in the Subcontract Article entitled *Incorporated Documents*, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, and documents.

CLAUSE 21 – EXPORT CONTROL AND NOTIFICATION

(a) If any of the ordered items (including data, software, or services) are export controlled under the International Traffic in Arms Regulations (22 CFR sections 120-130, aka "ITAR"); the Export Administration Regulations (15 CFR sections 730-744, aka "EAR"); the Nuclear Related Regulations (10 CFR 110 and 10 CFR 810); the Foreign Assets Control Regulations (31 CFR section 500-599, aka "OFAC"); or if sourced internationally, i.e., controlled under a country's equivalent dual use or military strategic goods list, then the Subcontractor agrees to provide the Procurement Representative with written notification of the export controlled status prior to shipment or transfer to the University. The notification must specifically identify the export-controlled item(s) and its export classification. The University reserves the right to cancel or modify any part of the Subcontract that includes export-controlled items, data, software, or services prior to accepting delivery. Subcontractor agrees to comply with this notification provision. Subcontractor understands that materials and information resulting from the performance of this Subcontract may be subject to export control laws and that Subcontractor is responsible for compliance with such laws.

(b) Subcontractor shall indemnify the University and the Government for all export enforcement mitigation costs, fines, or penalties incurred by the University, specifically arising from Subcontractor's failure to comply with this notification provision and the University's reliance on the Subcontractor's representation as provided. This Clause 21(b) is reserved and such indemnification is not applicable to a U.S. state, a U.S. state

agency, a U.S. state college or university, or a political subdivision of a U.S. state or an agency thereof, which are often precluded from providing indemnification under state or local law.

CLAUSE 22 – ELECTRICAL DEVICE CERTIFICATION REQUIREMENT

(a) The Subcontractor's purchases of any electrical equipment greater than or equal to 50 volts, inclusive of components, conductors, and other items used in the performance of this subcontract, that are listed as Supplier Acquired Property in the subcontract that are of the type requiring testing by a Nationally Recognized Testing Laboratory (NRTL) recognized by the Occupational Safety and Health Administration (OSHA) shall be NRTL listed, labeled, and certified in accordance with Part 1910, Occupational Safety and Health Standards, of Title 29 of the Code of Federal Regulations (29 CFR 1910).

(b) The Subcontractor shall notify the University prior to placing an order, in writing, of any item to be purchased for use under this subcontract that does not meet these requirements.

(c) Information on required NRTL testing is available at OSHA/NRTL websites.

CLAUSE 23 – AUDIT AND RECORDS-NEGOTIATION

(a) If this is a flexibly priced Subcontract, in accordance with the definition in FAR Part 30.001 Definitions, whose total value is over the simplified acquisition threshold, as defined in FAR Part 2, the Subcontractor shall maintain, and the University, or an authorized representative of the University, or the U.S. Government, shall have the right to examine and audit all records and other evidence sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. "Records" includes books, documents, accounting procedures and practices, and other data.

(b) For Subcontracts with a total value more than \$2M the University, or an authorized representative of the University, or the U.S. Government, shall have the right to examine and audit all of the Subcontractor's records, including computations and projections, related to-

(1) The proposal for the Subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the Subcontract, or modification; or

(4) Performance of the Subcontract or modification.

(c) The Subcontractor shall not create or maintain any record that the Subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) The Subcontractor shall make available at its office at all reasonable times the records, materials, and other evidence described above, for examination, audit, or reproduction, until 6 years after final payment under this Subcontract.

(e) If this contract is completely or partially terminated, the Subcontractor shall make available the records relating to the work terminated until 6 years after any resulting final termination settlement; and the Subcontractor shall make available records relating to litigation or the settlement of claims arising under or relating to this contract until such litigation or claims are finally resolved.

(f) For cost-reimbursement contracts with State and local Governments, educational institutions, and other nonprofit organizations, the provisions of the OMB Uniform Guidance at 2 CFR part 200, subpart F apply to this Subcontract.

CLAUSE 24 – CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9 of CFR Title 48 and available at <https://www.ecfr.gov/current/title-48> are hereby incorporated by reference as a part of these General Provisions, as prescribed below. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the lower case term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR 52.227-1, 52.227-2, 52.227-3, 52.227-14, and 52.227-19, and DEAR 952.227-13, 970.5232-3, 970.5227-4, and 970.5227-5 in which clauses "Government" shall mean the U.S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-

AC02-05CH11231 with the University. As used in DEAR 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE and the University. As used in 37 CFR 401.14 "Contractor" means "Subcontractor", "Recipient" means "Subcontractor", "Federal agency" means "DOE", and "DOE Patent Counsel" remains DOE Patent Counsel.

For clauses that reference a "DEVIATION" see clause text in [Prime Contract DE-AC02-05CH11231](#) with the University.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a DOE-owned or leased site.
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) as prescribed by Subsection (c) in 52.204-21. Does not apply to purchases of COTS items as defined in FAR 2.101.
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) Exclude paragraph (b)(2).
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies when Subcontract involves making unclassified information about nuclear technology available to sensitive foreign nations.
DEAR 952.204-77	COMPUTER SECURITY (AUG 2006). Applies if the Subcontractor has access to any computers owned, leased or operated by or on behalf of the University or DOE.
DEAR 970.5204-2	LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) (DEVIATION). References in this clause to "Appendix I", "Appendix I/List A" or "Appendix B" are replaced with "these General Provisions" and the words "Contract", "Contractor" and "Contracting Officer" are replaced with "Subcontract", "Subcontractor" and "University Procurement Representative", respectively.
FAR 52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997). Applies when it is contemplated that certified cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to Subpart 31.2.
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018). The reference to "Subpart 31.2" in paragraph (a) is replaced with "Subpart 31.3" for subcontracts with educational institutions, ALT II applies per FAR 16.307(a)(3), and with "Subpart 31.7" for subcontracts with nonprofit institutions, ALT IV applies per FAR 16.307(a)(5).
FAR 52.216-11	COST CONTRACT - NO FEE (APR 1984) The maximum reserve shall be \$10,000. Pertinent Alternates apply when applicable per FAR 16.307.
FAR 52.216-15	PREDETERMINED INDIRECT COSTS RATES (APR 1998). Applies if the Subcontractor is an Institution of higher education and predetermined indirect cost rates apply.

FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2018). Applies when work involves employment of laborers or mechanics and is for other than "commercial products" or "commercial services".		Applies if any data, including technical data or computer software, will be produced, furnished, acquired, or delivered under this Subcontract. If delivery of Limited Rights Data is required, then ALTERNATE II (DEC 2007) shall apply, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)		
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016) Note: Download the required <i>Know Your Rights</i> Poster at: https://webapps.dol.gov/elaws/firststep/poster_direct.htm?p_eeo=1&_ga=2.162302842.738766324.1605452866-895731500.1605452866		1. Use (except for manufacture) by support services contractors or subcontractors; 2. Evaluation by non-government evaluators; 3. Use (except for manufacture) by other contractors or subcontractors participating in the Government's program of which the specific subcontract is a part; 4. Emergency repair or overhaul work; and 5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work. If delivery of Restricted Computer Software is required, then ALTERNATE III (DEC 2007) shall apply.
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)		
FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022) Only applies when FAR clause 52.222-6 or 52.222-41 is applicable		
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) Only applies when FAR clause 52.222-6 or 52.222-41 is applicable		
FAR 52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)	FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves the acquisition of commercial computer software (other than from GSA's Multiple Award Schedule contracts).
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), with ALTERNATE I (JUL 1995). Applies only if the Subcontract involves the delivery or on-site use of any hazardous materials.	DEAR 952.227-82	RIGHTS TO PROPOSAL DATA (APR 1994). Applies if there is technical proposal data.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024). Applies as prescribed in FAR 23.109(d)(1).	DEAR 970.5229-1 DEAR 970.5232-3	STATE AND LOCAL TAXES (DEC 2000) ACCOUNTS, RECORDS, AND INSPECTION (OCT 2021) (PF 2022-23 DEVIATION), only paragraphs (a) through (h). Applies only when costs are a factor in determining the amount payable to the Subcontractor. Alternate I applies if FAR 52.215-11 is also applicable.
FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 2024). Applies as prescribed in FAR 23.109(d)(2).	FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
FAR 52.223-20	AEROSOLS (MAY 2024)	FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
FAR 52.223-21	FOAMS (MAY 2024)	FAR 52.242-15	STOP-WORK ORDER (AUG 1989), with ALTERNATE I (APR 1984).
FAR 52.223-23	SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024)	FAR 52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987). Alternate I applies when services are provided with no supplies. Alternate II applies when services & supplies are provided.
FAR 52.224-3	PRIVACY TRAINING (JAN 2017). Only applies when Subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.	FAR 52.244-2	SUBCONTRACTS (JUN 2020), with ALTERNATE I (JUN 2020). Applies if Subcontract meets the criteria of FAR 44.204(a).
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010). Applies if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2.	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) Applies for subcontracts for commercial products or commercial services.
DEAR 970.5225-1	COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)	DEAR 970.5245-1	PROPERTY (AUG 2016) ALTERNATE I (AUG 2016) applies as prescribed in 970.4501-1(b).
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)	FAR 52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001). Applies when Subcontract is cost reimbursement and involves furnishing supplies.
DEAR 952.227-9	REFUND OF ROYALTIES (MAR 1995). Applies if "royalties" greater than \$250.00 are reported during negotiation of the Subcontract.	FAR 52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984). Applies when services, or supplies that involve the furnishing of services, are provided on a cost reimbursement basis.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014), with ALTERNATE I (DEC 2007) and V (DEC 2007) and ALTERNATE VIII of DEAR 952.227-14 (Text for ALT VIII is made available in the LBNL GENERAL PROVISIONS PATENT AND DATA RIGHTS CLAUSES (12/22/22) at: http://procurement.lbl.gov/welcome-to-procurement-property/become-a-supplier/general-provisions/).	FAR 52.246-26	REPORTING NONCONFORMING ITEMS (AUG 2024) Applies as prescribed in 46.317.

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies as prescribed in FAR 47.405.

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021). Applies as prescribed in FAR 47.507(a).

DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)

FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004), MODIFIED BY DEAR 970.4905-1 (DEC 2000), except Section J.

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$350,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014). Applies as prescribed in FAR 3.104-9(b).

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024). The Subcontractor must flow down this requirement to lower-tier subcontractors when the Subcontract is greater than the threshold specified in FAR 19.708(a) on the date of Subcontract award. This requirement does not apply if the Subcontractor is a small business.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$2,500:

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018). Applies as prescribed in FAR 22.1006(a).

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) Applies if FAR 52.222-41 is applicable and the Subcontract is for multiple years or has an option to renew.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$3,500:

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022). Applies if the Subcontract is for construction or services performed in the U.S., except for commercial services that are part of the purchase of a 'commercially available off-the-shelf' (COTS) item, or a COTS item with minor modifications, normally provided for that COTS item and performed by the COTS provider.

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT - PRICE ADJUSTMENT (MAY 2014). Applies if FAR clause 52.222-41 is applicable and FAR clause 52.222-43 does not apply.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$10,000:

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) Applies for subcontracts for commercial products or services, if performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496.

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$15,000:

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

FAR 52.225-1 BUY AMERICAN ACT - SUPPLIES (OCT 2022) MODIFIED BY DEAR 970.2570-1

FAR 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

FAR 52.227-3 PATENT INDEMNITY (APR 1984). Applies when Subcontract is not for research and development and where commercial product(s) could be delivered or commercial service(s) could be provided.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$35,000:

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

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies when any advisory and assistance services, as defined in FAR 2.101, are provided. The period of ineligibility shall be five years

DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) (DEVIATION AL 2021-04) Paragraph (a), in place of FAR 52.227-1. Applies if Subcontract is for R&D and exceeds \$250,000.

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION AL 2021-04)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$150,000 OR MORE:

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) Unless exempt per FAR 22.1310(a)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) Unless exempt per FAR 22.1310(a)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$900,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023). Applies unless the Subcontractor is a small business.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500,000:

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011). Applies if certified cost or pricing data is required.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$200,000:

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020), excluding paragraph (c)(1)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020). Applies if certified cost or pricing data is required.

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (JUN 2020). Applies if certified cost or pricing data is required.

FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (JUN 2020). Applies if certified cost or pricing data is required.

FAR 52.230-2 COST ACCOUNTING STANDARDS, excluding Paragraph (b) (JUN 2020). Applies to negotiated subcontracts unless exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020), excluding Paragraph (b). Applies to negotiated subcontracts when less than \$50 million and the Subcontractor certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix)), unless the clause prescribed in paragraph (c) of FAR 30.201-4 is applicable.

FAR 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION, excluding Paragraph (b) (JUN 2020). Applies to negotiated subcontracts with educational institutions, unless the Subcontract is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), the Subcontract is to be performed by an FFRDC (see 48 CFR 9903.201-2(c)(5)(FAR Appendix)), or the provision at 48 CFR 9903.201-2(c)(6)(FAR Appendix) applies.

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010). Applies as prescribed in FAR 30.201-4(d)(1).

DEAR 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997) including DOE S&E DEC paragraphs (n) and (o). Applies if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301.

Changes to (d)(1) and additional Paragraphs (n) and (o) are made available in the [LBNL GENERAL PROVISIONS PATENT AND DATA RIGHTS CLAUSES \(12/22/22\)](#) at:

<http://procurement.lbl.gov/welcome-to-procurement-property/become-a-supplier/general-provisions/>

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987). Applies to all Subcontracts except those with Universities or Colleges under \$500,000.

THE DOE ORDERS (CONTRACTOR REQUIREMENTS DOCUMENTS ONLY) BELOW APPLY TO ALL SUBCONTRACTS. They can be found at <http://www.directives.doe.gov/>:

DOE O 221.1B REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL (CRD only) (9/27/16). Applies when Subcontract exceeds \$5.5 million and lasts more than 120 days.

DOE O 221.2A COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL (CRD only) (2/25/08)

DOE O 414.1D Admin Chg 2 (LtdChg) QUALITY ASSURANCE (CRD only) (9/15/20)

DOE O 442.1B DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM (CRD only) (1/31/19)

DOE O 442.2 Chg 1 (PgChg) DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY, AND HEALTH TECHNICAL CONCERNS (CRD only) (10/5/16).

DOE O 486.1A FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES (CRD only) (9/4/20) Applies to subcontracts for research and development (R&D) or demonstration (i.e., a project designed to determine the technical feasibility and economic potential of a technology on either a pilot or prototype scale), AND includes work other than just attendance at meetings, that is at least partially performed on or at a DOE or National Nuclear Security Administration (NNSA) site or facility, including DOE or DOE/NNSA Contractor leased space, including any Lawrence Berkeley National Laboratory facility.

DOE O 550.1 Chg 1 (LtdChg) OFFICIAL TRAVEL (CRD only) (12/13/19)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$7,500,000:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021). Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the Contracting Officer.

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021) MODIFIED BY DEAR 903.1004 (b)(2)(ii). Does not apply if Subcontract is for commercial products or commercial services or if performed entirely outside U.S. Download the required poster at: <http://ig.energy.gov/hotline.htm>

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT INDICATES IT IS FOR DEVELOPMENT OR DEMONSTRATION WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION:

37 CFR 401.14 STANDARD PATENT RIGHTS (DEVIATION) including DOE S&E DEC paragraphs (m) and (n). Applies when the Subcontract is for experimental, developmental, or demonstration work performed by a small business or domestic nonprofit organization. Modified paragraphs (d)(4), (g)(1) and (2), (l), and additional paragraphs (m) and (n) are available in the [LBNL GENERAL PROVISIONS PATENT DATA RIGHTS CLAUSES \(12/22/22\)](#) at: <http://procurement.lbl.gov/welcome-to-procurement-property/become-a-supplier/general-provisions/>

END OF GENERAL PROVISIONS