



University of California
Lawrence Berkeley National Laboratory

GENERAL PROVISIONS FOR COMMERCIAL SUPPLIES AND SERVICES (FOREIGN)

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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.
- "Ordered Item (including the terms "item" or "services") means the supplies or services subcontracted for under this Subcontract.
- "Subcontract" means the subcontract or agreement between the University and the Subcontractor which includes these General Provisions.
- "Subcontractor" means the foreign entity who has entered into the Subcontract with the University, as identified in the Subcontract.
- "University" means The Regents of the University of California, acting through the LBNL.

CLAUSE 2 – SCOPE OF SUBCONTRACT

The scope of this Subcontract is limited to the acquisition of commercial items or commercial components, as those terms are defined in FAR 2.101, from a foreign source, including services meeting the commercial item definition, and shall not include any construction or research work.

To the maximum practicable extent the Subcontractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items, as defined in FAR 2.101, as components of items to be supplied under the Subcontract.

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

CLAUSE 3 – 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.

CLAUSE 4 – SHIPMENTS FOR UNIVERSITY'S ACCOUNT

Except as otherwise provided in the Subcontract, all shipments by the Subcontractor for the University's account shall be (1) shipped FOB Destination or Origin and marked as shipped "For the U. S. Department of Energy;" (2) shipped at the maximum declared value for the lowest applicable transportation rate or classification, and the bill of lading shall so note; and (3) self-insured by the University and not insured by the Subcontractor. Airway bills shall be marked with the appropriate

"Government Package" entry. Shipping costs in excess of those per the shipping instruction" specified in the Subcontract shall be deducted from the Subcontractor's invoice(s).

CLAUSE 5 – TITLE AND RISK OF LOSS

Unless otherwise provided in the Subcontract, title to items purchased under the Subcontract shall pass directly to the Government, and the risk of loss or damage to the items shall remain with the Subcontractor and shall pass to the University, upon completion of delivery and unloading at the delivery point.

However, if the Subcontract requires formal acceptance of any items by the University, then title to such items shall pass directly to the Government upon such formal acceptance; and the title and risk of loss or damage to non-conforming items shall remain with the Subcontractor until acceptance of the items by the University as conforming.

CLAUSE 6 – PACKAGING INSTRUCTIONS

The Subcontractor shall suitably package items for shipment to prevent damage during handling and shipping. Any damage resulting from improper packaging, containerizing, or lack thereof shall be the liability of the Subcontractor, anything to the contrary notwithstanding. The Subcontractor shall indicate the University Subcontract number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package.

The University encourages the use of biodegradable packaging materials. The Subcontractor is requested to use every reasonable effort to use biodegradable packaging materials for shipments to the University.

CLAUSE 7 – INSPECTION

The University reserves the right to inspect all and every part of the items and services furnished under the Subcontract, during and after completion of performance. The University shall not be obligated to inspect the items or services, and neither the inspection nor the lack of inspection by the University shall relieve the Subcontractor of its responsibility for providing the items and services in accordance with the terms and conditions of the Subcontract. The inspection of or payment for an item or service under the Subcontract, either wholly or in part, shall not be construed as an acceptance.

If any item or service or any part thereof is not in accordance with the terms and conditions of the Subcontract, the University shall notify the Subcontractor that the item or service is rejected. Thereupon, the Subcontractor shall, at its own expense, take the necessary corrective action. The University shall reject, or revoke its acceptance of, an item or service: (1) within a reasonable time after a defect is discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item or service, unless the change is due to a defect in the item or service.

CLAUSE 8 – INVOICES

The Subcontractor shall submit its invoice at the time of final shipment or completion, unless otherwise provided in the Subcontract. All invoices shall comply with the invoice requirements specified in the

Subcontract. Failure to comply with any of these requirements may result in a delay in payment or non-payment of the invoices.

CLAUSE 9 – PAYMENT

Unless otherwise provided in the Subcontract, payment shall be due 30 days after receipt of a properly prepared and submitted invoice, for Items delivered and accepted or services performed and accepted. Any offered discount may be taken if payment is made within the discount period indicated by the Subcontractor. Payments may be made electronically or by check, at the option of the University, and shall be deemed to have been made as of the date the electronic payment was made or the check was mailed.

Information on electronic payments is available at:
https://www2.lbl.gov/Workplace/CFO/co/ap/electronic_payments.html.

CLAUSE 10 – QUALITY OF MATERIALS AND SUPPLIES

(a) The Ordered Items(s), including any materials and supplies furnished or used by the Subcontractor in the performance of any services, shall as a minimum: (1) conform to the requirements of this Subcontract and be as warranted; (2) be new and not be of such age or so deteriorated as to impair their usefulness or safety; and (3) not contain any counterfeit/suspect materials, parts, or components. The furnishing of reconditioned items must be specified in the Subcontract or approved by the University Procurement Representative, and shall be warranted the same as new items.

(b) The University will not accept any Ordered Items, including any services involving the furnishing or use of materials or supplies, that do not meet these minimum requirements, notwithstanding any inspection or acceptance of delivery by the University, unless such condition is specifically approved in writing by the University Procurement Representative. The Subcontractor shall promptly replace such items with conforming items at its expense.

(c) The University may impound any suspect/counterfeit items furnished or used under this Subcontract and provide such items to the appropriate authorities for investigation. The University reserves the right to withhold payment for the suspect/counterfeit items pending the results of any such investigation.

(d) A suspect item is any material, part, or component that visual inspection, testing, or other information indicates may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute made without legal right or authority or whose material, performance, or characteristics are misrepresented by the Subcontractor, supplier, distributor, or manufacturer. Types of known suspect or counterfeit items include, but are not limited to: fasteners, circuit breakers, valves, piping components, electrical devices, plate, bar, shapes, and channel members. Such items may be falsely labeled as a different class of part, or be used or refurbished parts that are falsely represented as new parts.

CLAUSE 11 – WARRANTY

The Subcontractor warrants that the Ordered Items will be merchantable and fit for use for the particular purpose described in the Subcontract and that services performed will be as specified in the descriptions and specifications of this Subcontract and free from defects in workmanship, material, and Subcontractor's design or engineering contributions. The Subcontractor shall correct any nonconformance with this warranty discovered within one year after acceptance or initial use of the supplies or services.

Except as otherwise provided by an express warranty, the Subcontractor shall not be liable to the University for consequential damages resulting from any defect or deficiencies in accepted Items, including services.

CLAUSE 12 – FORCED, CONVICT, AND INDENTURED LABOR

(a) By signing or accepting this subcontract, the Subcontractor hereby certifies that no 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 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; or

(2) The Subcontractor may be removed from consideration for University subcontracts for at least one year.

CLAUSE 13 – 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, the subcontractor shall procure all necessary permits or licenses required for the performance of work under this subcontract.

CLAUSE 14 – CHANGES

The University may direct the Subcontractor to make changes within the general scope of this Subcontract to (1) any Ordered Items to be specifically manufactured or assembled for the University, or their method of shipment, packaging, or place of delivery; and (2) any services to be performed or their time and place of performance.

If any such changes causes an increase or decrease in the cost of, or the time required for, performance of any part of this Subcontract, the University Procurement Representative shall make an equitable adjustment in the Subcontract price, the delivery schedule, or both, by a written modification to the Subcontract.

Any price adjustment shall be consistent with FAR 31.2, *Contracts with Commercial Organizations*, (48 CFR 31.2), as supplemented by DEAR 931.2 (48 CFR 931.2), in effect as of the date of award of this Subcontract. The University reserves the right to review the Subcontractor's records to verify that a price adjustment conforms to this requirement.

The Subcontractor shall submit any claim for an equitable adjustment within 30 days from receipt of a directed change, or by such other time as the University Procurement Representative may permit.

Changes in the terms and conditions of this Subcontract may be made only by the written agreement of the parties.

CLAUSE 15 – 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.

(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 reasonably necessary to resolve such circumstances within the shortest possible time.

CLAUSE 16 – ASSIGNMENTS

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

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.

CLAUSE 17 – DISPUTES

Except as otherwise provided in the Subcontract, any claim for an equitable adjustment under the Subcontract not resolved in the ordinary course of business shall be referred in writing to the University Procurement Representative within 30 calendar days of the act, event, or order giving rise to the claim. The Subcontractor must submit its claim for an equitable adjustment, if any, within 30 days from receipt of the directed change, or by such other time as the University Procurement Representative may permit. The representatives of the parties, or their designees, shall then attempt in good faith to resolve the dispute by negotiations. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations, for the purposes of application of rules of evidence. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of the Subcontract, in accordance with its terms and conditions.

Any unresolved dispute with a value under \$100,000 relating to the Subcontract (whether contract, tort, or both), or the breach of the Subcontract shall be arbitrated by and in accordance with the then existing commercial arbitration rules of the American Arbitration Association (AAA). Judgment on the award rendered by the arbitrator may be entered in any court in Alameda County, CA having jurisdiction.

The following modifications are made to the AAA rules: (1) the arbitrator shall be neutral and appointed by the AAA; (2) the location for all arbitration proceedings shall be in Alameda County; and (3) each party to the arbitration shall pay its pro rata share of the arbitrator's fees not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.

The parties shall consider the use of a form of alternate disputes resolution (ADR), including non-binding mediation and binding arbitration, for any unresolved dispute with a value of \$100,000 or more. In the event that ADR fails or is not used for such disputes, the parties may thereafter pursue any remedy they may have, at law or in equity, in a court of competent jurisdiction, in accordance with the provision of these GENERAL PROVISIONS entitled *GOVERNING LAW AND VENUE*.

CLAUSE 18 – BANKRUPTCY

If the Subcontractor enters into any proceeding related to bankruptcy, it shall give written notice to the University Procurement Representative via certified mail within five days of initiation of the proceeding. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing of the LBNL purchase orders, subcontracts, or agreements affected.

CLAUSE 19 – EXCUSABLE DELAYS

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. 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.

CLAUSE 20 – TERMINATION

The University may terminate this Subcontract for convenience in whole or in part, at any time, by written notice to the Subcontractor, stating the extent and effective date of the termination.

In the event of a termination for convenience by the University, the Subcontractor shall be paid, subject to the terms and conditions of the Subcontract, a portion of the Subcontract price reflecting the portion of the Subcontract performed and accepted prior to the termination, plus a reasonable amount for direct charges resulting from the termination and not otherwise recoverable by the Subcontractor, which the Subcontractor can substantiate to the satisfaction of the University; provided, however,

that the total thereof shall not cause the total Subcontract price to be exceeded. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

If a default occurs under the Subcontract, and if within 30 calendar days after the non-defaulting party has given the defaulting party notice of the event of default the defaulting party has not cured the default or, if the default cannot be reasonably cured within such time period, if the defaulting party has not commenced to cure the default within such time period, diligently continued to pursue such cure, and completed it within 45 days after such notice, the non-defaulting party may, at its option, terminate the Subcontract at any time thereafter upon written notice to the defaulting party. In the event of a termination for default, the non-defaulting party may thereafter pursue any remedy they may have, at law or in equity, in a court of competent jurisdiction, in accordance with the provision of these General Provisions entitled *GOVERNING LAW AND VENUE*.

CLAUSE 21 – RELEASE OF INFORMATION

The Subcontractor shall coordinate any planned advertisements, news releases, or other public releases of information concerning this Subcontract, the undertaking, or any data developed or obtained hereunder with the University Procurement Representative prior to release. The Subcontractor may acknowledge the University, the LBNL, and Government sponsorship as appropriate, provided the University Procurement Representative is provided written notice thereof.

CLAUSE 22 – DOCUMENTS OF SUBCONTRACTOR

The provisions of any quotation or other documents of the Subcontractor referenced in or incorporated as a part of this Subcontract are referenced or incorporated only for the purpose of further describing the Ordered Item(s) and the price and/or the delivery thereof, and any terms and conditions contained in such referenced or incorporated documents shall not apply.

CLAUSE 23 – 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 24 – GOVERNING LAW AND VENUE

The Subcontract shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding instituted by either party pertaining to the Subcontract shall be instituted in the State of California in the Superior Court of Alameda County.

CLAUSE 25 – PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT

In addition to Patent Indemnity Clause 52.227-3 below, the Subcontractor shall indemnify the University and the Government and their officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Subcontract, provided the Subcontractor is reasonably notified of such claims and proceedings.

CLAUSE 26 – 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 <http://www.gpo.gov/fdsys/>, 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 entity (hereinafter "Subcontractor") who entered into this Subcontract with the University; the term

"subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1, 52.227-2, 52.227-3, 52.227-14, and 52.227-19, 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 FAR clause 52.245-1, the terms "Government" and "Contracting Officer" shall mean the University, except with respect to title. As used in DEAR clause 952.227-9, the term "DOE" shall mean DOE and the University. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

- DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies if any nuclear technology information will be made available to foreign nationals of 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 LBNL or DOE.
- DEAR 970.5208-1 PRINTING (DEC 2000). Applies if printing is specified under the Subcontract.
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with ALTERNATE I (JUL 1995). Applies if the Subcontract involves the delivery of any hazardous materials.
- FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001). Applies if the Subcontract involves the delivery or use of ozone-depleting substances or supplies that may contain or be manufactured with ozone depleting substances
- FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995). Applies if the Subcontract is for services involving the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances, as a refrigerant, such as air conditioners (including motor vehicles), refrigerators, chillers, or freezers.
- FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010)
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- FAR 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013)
- DEAR 952.227-9 REFUND OF ROYALTIES (MAR 1995). Applies if "royalties" are paid under the Subcontract by the Subcontractor or a subcontractor at any tier.
- FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014), with ALTERNATE V and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a).
Applies if any "data" will be produced, furnished, or acquired under the Subcontract. If delivery of Limited Rights Data is required, then ALTERNATE II shall apply, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:
 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 shall apply.

- FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves the acquisition of commercial computer software.
- DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994). Applies if the Subcontract is based upon a technical proposal.
- FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- FAR 52.242-15 STOP-WORK ORDER (AUG 1989)
- FAR 52.245-1 GOVERNMENT PROPERTY, with ALTERNATE I (APR 2012)
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006). Applies only as described in paragraph (e)(4) of the clause.
- DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$3,500:

- FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$100,000:

- FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000:

- FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006), with ALTERNATE I (OCT 1995).
- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I. Applies if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
- FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007).
- FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007).
- FAR 52.227-3 PATENT INDEMNITY (APR 1984)
- FAR 52.246-2 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)

THE FOLLOWING DOE ORDERS (CONTRACTOR REQUIREMENTS DOCUMENTS ONLY) APPLY TO ALL SUBCONTRACTS:

- DOE O 221.1A REPORTING FRAUD, WASTE AND ABUSE
 TO THE OFFICE OF INSPECTOR GENERAL
 (4/19/08)
- DOE O 221.2A COOPERATION WITH THE OFFICE OF
 INSPECTOR GENERAL (2/25/08)
- DOE O 414.1D QUALITY ASSURANCE (5/8/13)

END OF GENERAL PROVISIONS