

University of California
Lawrence Berkeley National Laboratory

GENERAL PROVISIONS FOR CONSULTANT SERVICES

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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.
• Subcontractor"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 agreement or 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 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 provision of advisory and assistance services (hereinafter referred to as services or work), as defined in FAR 2.101, excluding engineering or technical services, by an individual under a consultant agreement or by the Subcontractor's assigned consultant personnel under a personal services subcontract. The Subcontract shall not involve any marketing or lobbying activities.

The Subcontract is entered into as a subcontract 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 –ASSURANCES

The Subcontractor bears primary responsibility for the advisory and assistance services to be conducted under this Subcontract. The Subcontractor shall use its best ability, skill and care in the performance of the services. 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.

CLAUSE 4 – BASIS OF AGREEMENT

The Subcontractor undertakes to provide the services to the University based on the position(s), knowledge, education, experience(s), and/or publication(s) described in the Subcontractor's proposal or otherwise represented to the University. The University acknowledges and accepts these qualifications and representations as the basis for entering into this Subcontract. However, the University shall hold the Subcontractor responsible for the authenticity of these stated qualifications and representations.

CLAUSE 5 – INDEMNIFICATION

The 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, judgments, awards, and lawsuits for liability for 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 the willful misconduct of the University, the DOE, and/or their respective officers, agents, and/or employees.

CLAUSE 6 – NOTIFICATIONS

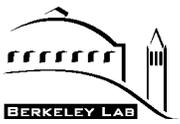
(a) The Subcontractor shall immediately notify the University Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontractor,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

(b) The 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. The 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 7 – RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or information obtained, and the name of the University, 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.



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CLAUSE 8 – ASSIGNMENTS

This Subcontract may be assigned by the University to the U.S. 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 9 – DISPUTES

Except as otherwise provided in this Subcontract, any dispute concerning a question of fact arising under this Subcontract shall be decided by the UC/LBNL Chief Financial Officer, or a designee. Such decision shall be reduced to writing and a copy thereof mailed or otherwise furnished to the Subcontractor. Within 30 days after date of receipt of such copy, Subcontractor may notify the University in writing of its disagreement with the University's decision and, in the absence of such notice, the University's decision shall be final. The Subcontractor may pursue any right or remedy it may have, at law or in equity, in any court of competent jurisdiction. Pending resolution of such action, the Subcontractor shall proceed diligently with the performance of the Subcontract in accordance with the University's decision.

CLAUSE 10 – TRAVEL

The Subcontract may include the estimated cost of round-trip travel deemed necessary by the LBNL Technical Representative. Only actual travel costs will be paid, and any such costs must be paid in accordance with the terms of the Subcontract. Any foreign travel (any travel outside of the United States and its territories and possessions) will require prior written approval by the University.

CLAUSE 11 – PERSONAL CONFLICTS OF INTEREST

The Subcontractor recognizes that University is a prime contractor of the Government and will refrain, and obtain assurances that the assigned personnel will refrain, from activities on behalf of the University and the Government which could be interpreted as creating a conflict of interest for the Subcontractor or assigned personnel.

Subcontractor warrants and represents that to the best of its knowledge it has, and any assigned personnel have, no direct or indirect private interest (including corporate stockholdings or other business agreements and obligations) which is, or may appear to be incompatible with the Services under this Subcontract.

Subcontractor agrees, and have any assigned personnel agree, to not participate in any activities, make any recommendations, or attempt to influence any decisions of the University (including participation in proposal, design, or negotiation phases of University procurements) where the Subcontractor or any assigned personnel has a personal interest which may potentially be in conflict with the interests of the University or the Government; and to promptly notify the University regarding any such potential conflict, or any change in either the Subcontractor's or assigned personnel's personal interest or the Services under this Subcontract which may result or appear to result in a conflict of interest.

CLAUSE 12 – CONDUCT OF CONSULTANT

Gratuities. The Subcontractor and any assigned personnel shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, accept any gratuity or special favor from individuals or organizations with whom

the University is doing business, or proposing to do business, in providing and performing the Services under this Subcontract.

Use of privileged information. The Subcontractor and any assigned personnel shall keep in confidence and not use for personal gain or make other improper use of privileged information which is acquired in connection with the Services under this Subcontract. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific developments; medical, personnel or security records of individuals; anticipated materials requirements or pricing actions; plans and/or possible new sites for DOE programs and operations; and knowledge of selections of contractors or subcontractors in advance of official announcement.

CLAUSE 13 – RIGHT TO INVENTIONS

The University shall have the right of election to any subject inventions which are conceived and/or first reduced to practice under this Subcontract in accordance with DOE Class Waiver No W(C)-90-014. When Waiver No W(C)-90-014 is deemed to apply, the University shall notify the assigned personnel of the University's right of election to any subject inventions. Further, upon request from the University Procurement Representative, the Subcontractor and any assigned personnel shall sign and return a guest patent agreement or intellectual property acknowledgement form as required by the Berkeley Site Access Office, Building 65, or as otherwise directed by the University.

CLAUSE 14 – WORK ON UNIVERSITY OR GOVERNMENT PREMISES

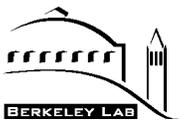
(Applicable to Services performed at a University or Government site.)

(a) **Liens.** The Subcontractor agrees that, at any time upon the request of the University, it will submit a sworn statement setting forth the services performed or goods furnished by lower-tier subcontractors and the amount due and to become due to each, and that before the final payment called for hereunder, it will, if requested, submit to the University a complete set of vouchers showing what payments have been made for goods and labor used in connection with the work called for hereunder.

(b) **Indemnify, Defend and Hold Harmless.**

(1) The Subcontractor shall indemnify, defend and hold harmless the University and the Government from all claims, demands, causes of action, or suits, of whatever nature, arising out of the services, labor, and goods furnished by the Subcontractor or its lower-tier subcontractors under the subcontract, and from all laborers', material provider's, and mechanics' liens upon the real property upon which the work is located or any other property of the University or the Government; and

(2) Promptly notify the University, in writing, of any such claims, demands, causes of action, or suits brought to its attention. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, suits, or liens and, at the request of the University, shall do all things and execute and deliver all appropriate documents and assignments in favor of the University or the Government of all the Subcontractor's rights and claims growing out of such asserted claims as will enable the University and the Government to protect their respective interests by litigation or other means. The final payment shall not be made until the Subcontractor, if required, shall deliver to the University a complete release of all liens arising out of the subcontract or receipts in full in lieu thereof, as the University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and goods for which a lien could be filed; but the Subcontractor may, if any lower-tier subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the University to indemnify it against any claim by lien or other means. If any lien or claim remains unsatisfied after all payments are made, the Subcontractor shall refund to the University all



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moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees.

(c) **Clean Up.** The Subcontractor shall at all times keep University or Government premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its work or the work of any of its lower-tier subcontractors; and shall remove all such waste material and rubbish at the completion of the work and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. If the waste material and rubbish is not promptly removed as herein required, the University may remove the rubbish and charge the cost to the Subcontractor.

(d) **Assigned Personnel.**

(1) If the Subcontract is a personal services subcontract, the Subcontractor shall only assign personnel who are fit for duty and its best qualified personnel. Should the University deem any assigned personnel to be unfit for duty or unqualified, and so inform the Subcontractor, the Subcontractor shall remove such person from the assignment, and not reassign that person to the Subcontract without the University's written permission.

(2) It is understood that if employees of the University shall perform any acts for the purpose of discharging the responsibility undertaken by the Subcontractor hereunder, whether requested to perform such acts by the Subcontractor or not, such employees of the University while performing such acts shall be considered the agents and servants of the Subcontractor subject to the exclusive control of the Subcontractor.

(d) **Insurance.** The Subcontractor shall maintain with reputable companies insurance in amounts required under this Subcontract sufficient to protect the University and the Government from any and all public liability and Workers' Compensation claims at all times during the performance of this Subcontract. If requested, the Subcontractor shall supply the University with one copy of certificates of insurance covering policies required hereunder. In the absence of more specific direction from the University, the Subcontractor shall maintain additional insurance to the extent consistent with sound business practice.

(f) **Environment, Safety, and Health.**

(1) The Subcontractor shall take all reasonable precautions in the performance of the Services under this Subcontract to protect the health and safety of personnel at LBNL sites and members of the public; minimize danger from all hazards to life and property; and, to the extent compliance is required, shall comply with all applicable health, safety, fire protection, and environmental regulations and requirements, including those of the University and DOE (including reporting requirements).

(2) The University shall notify the Subcontractor in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to comply with said regulations or requirements of the University or the DOE, the University may, without prejudice to any other legal or contractual rights of the University, issue a stop-work order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the University. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

CLAUSE 15 – WORKER SAFETY AND HEALTH

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

The Subcontractor and any assigned personnel or lower-tier subcontractors performing the Services at an LBNL site 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 Services in compliance with the *LBNL Health and Safety Manual*, available at <http://www.lbl.gov/ehs/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 assigned personnel and 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 Radiation Training* (GERT). A GERT booklet and the on-line training are available at <http://www.lbl.gov/ehs/training/>. The GERT booklet is also available at the Site Access Office in Building 65B.

CLAUSE 16 – 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 101 or equivalent) for each such case. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109. In addition, serious injuries resulting in death or hospitalization shall be reported by telephone immediately to the LBNL Health Services Receptionist, (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. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109.

CLAUSE 17 – LAWS AND REGULATIONS

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable laws, regulations, and orders, including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety (including worker safety and health), export control, and environmental protection.

CLAUSE 18 – ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

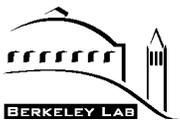
This Subcontract shall consist of the Subcontract document (including any signature page and schedule of articles), these General Provisions, and any other referenced or incorporated clauses, provisions, and documents, which is the entire agreement between the parties concerning the subject matter hereof 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 19 – 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 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, and 52.227-14, and DEAR 952.227-11, 952.227-13, and 970.5232-3, 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



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the University. As used in FAR 52.245-1, the terms "Government" and "Contracting Officer" shall mean the University, except with respect to title. As used in DEAR 952.227-9 and 970.5232-3, 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 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000). Applies if the Subcontract involves any work at a DOE-owned or leased facility.
- 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. See list of sensitive foreign nations at: www.lbl.gov/ufva.
- 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.
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEC 2010). Applies if the Subcontractor is authorized to subcontract a portion of the Services.
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
Note: Download the required EEO Poster at: <http://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm>
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 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 or on-site use of any hazardous materials.
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- DEAR 952.227-9 REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier.
- FAR 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007), 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.

- DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), Paragraphs (a) through (h), excluding Paragraph (d). Applies If costs incurred are a factor in determining any payable amount. The records shall be retained for 3 years after final payment.
- FAR 52.243-1 CHANGES – FIXED PRICE (AUG 1987) with ALTERNATE III (APR 1984).
- FAR 52.244-2 SUBCONTRACTS (OCT 2010), with ALTERNATE I (JUN 2007). Applies if the Subcontractor is authorized to subcontract a portion of the Services. Paragraph (d) insert regarding consent is: "Any subcontract or purchase order."
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010). Applies if the Subcontractor is authorized to subcontract a portion of the Services.
- FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012), with ALTERNATE I
- FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
- DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)
- FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies if the Subcontract involves international air transportation.
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.- FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the Subcontract involves ocean transportation of supplies other than "commercial items", except as described in paragraph (e)(4) of the clause.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$3,000:

- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012). Applies only to Personal Services Subcontracts.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$15,000:

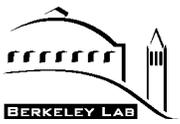
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

- 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

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:

- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010). Applies only to Personal Service Subcontracts.



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FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010).). Applies only to Personal Service Subcontracts.

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

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010), excluding paragraph (c)(1)
FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009). 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 52.229-3 FEDERAL, STATE AND LOCAL TAXES (APR 2003)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000:

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (AUG 2011). Applies if certified cost or pricing data is required.
FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010). Applies if certified cost or pricing data is required.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$5,000,000:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010). 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 Office of the Inspector General, with a copy to the LBNL DOE Contracting Officer.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT INDICATES IT IS FOR SERVICES RELATED TO RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION:

DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) Paragraph (a), in place of FAR 52.227-1.
DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995). Applies if the Subcontractor is a domestic small business or non-profit organization, subject to Clause 13, *Right to Inventions*, hereof.
DEAR 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies if the Subcontractor is not a domestic small business or non-profit organization.
FAR 52.227-16 ADDITIONAL DATA RIGHTS (JUN 1987)
DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998).
DEAR 952.235-71 RESEARCH MISCONDUCT (JUL 2005)

END OF GENERAL PROVISIONS