



University of California
Lawrence Berkeley National Laboratory

GENERAL PROVISIONS FOR COST REIMBURSABLE SUBCONTRACTS

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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.
• "Patent Counsel" means the DOE Patent Counsel.
• "Subcontract" means 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 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, services, or research, development, or demonstration work, on a cost reimbursable basis from other than educational institutions or nonprofit organizations.

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 – 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.

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) will 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 University 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; the University 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 – TRAVEL

This Subcontract may include the estimated cost of round-trip travel deemed necessary by the LBNL Technical Coordinator. Only actual travel costs will be paid, and any such costs must be paid in accordance with the Federal Travel Regulations and Berkeley Laboratory Travel policies, attached as needed. Any Foreign Travel (any travel outside of the United States and its territories and possessions) will require the University's prior written approval.

CLAUSE 7 – 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, 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 8 – WITHHOLDING OF PAYMENT

(Applies if the Subcontract is Cost-Reimbursable (No Fee))

Anytime 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 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, including, if applicable, all disclosures of subject inventions and other information or reports required by the Patent Rights clause, and the DOE Patent

Counsel has issued a patent clearance certification to the University Procurement Representative.

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

CLAUSE 9 – 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 10 – 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 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.

(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 12 – 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 13 – COST ACCOUNTING STANDARDS LIABILITY

(Applicable to Subcontracts exceeding \$700,000)

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 14 – 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://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 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 the LBNL site complete the on-line *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 15 – 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 16 – RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or 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.

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, 52.227-3, 52.227-14, and 52.227-19, and DEAR 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 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 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.

DEAR 970.5208-1 PRINTING (DEC 2000). Applies if printing is specified under the Subcontract.

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011), as modified by DEAR 952.216-7. If the Subcontract is with a state or local government, the reference to "Subpart 31.2" in paragraph (a) is replaced with "Subpart 31.7".

FAR 52.216-8 FIXED FEE (JUN 2011). Applies if the Subcontract is a cost-plus-fixed-fee type for other than construction.

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011). Applies if the Subcontract involves any further subcontracting opportunities.

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 52.223-11 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 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007). Applies if the Subcontract involves furnishing, specifying the use of, or using at an LBNL Site any energy-consuming product listed in the ENERGY STAR® Program or DOE's Federal Energy Management Program (FEMP). For information on listed energy-consuming products see: <http://www.energystar.gov/products> and http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html.

FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007). Applies if the Subcontract involves the furnishing or use at an LBNL Site of any personal computer products (as defined). Requires personal computer products that are EPEAT Bronze Registered or higher. For information about the standard, see <http://www.epeat.net>.

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 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.

FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves is for 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.
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010), Paragraphs (a) through (h), excluding Paragraph (d). The records shall be retained for 3 years after final payment.
FAR 52.232-20	LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
FAR 52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989), with ALTERNATE I (APR 1984).
FAR 52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987). ALTERNATE I (APR 1984) applies if the Subcontract is for services when no supplies are furnished. ALTERNATE II (APR 1984) applies if the Subcontract is for services when supplies are also furnished.
FAR 52.244-2	SUBCONTRACTS (OCT 2010), with ALTERNATE I (JUN 2007). Paragraph (d) insert regarding consent is: "Any subcontract or purchase order: (1) for work at an LBNL site; (2) that exceeds \$150,000 and is for other than a "commercial item," as defined in FAR 2.101; or (3) provides for the reimbursement of costs."
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
FAR 52.245-1	GOVERNMENT PROPERTY (APR 2012)
FAR 52.246-1	CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
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.
DEAR 952.247-70	FOREIGN TRAVEL (JUN 2010)
FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004)
FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)

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

FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007). Applies if the Subcontract is principally for the furnishing of services through the use of "service employees" unless the Subcontract qualifies for an exemption.
FAR 52.222-44	FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT - PRICE ADJUSTMENT (SEP 2009). Applies if FAR Clause 52.222-41 applies.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$3,000:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012). Applies if the Subcontract is for construction or services 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 52.225-1	BUY AMERICAN ACT - SUPPLIES (FEB 2009)

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

FAR 52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010). Applies if the Subcontract is for other than a "commercial item," as defined in FAR 2.101.
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.
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THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:

FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

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), with ALTERNATE I. Applies if the Subcontract is for advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
FAR 52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010), excluding paragraph (b)
FAR 52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY

- STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005). Applies if the Subcontract involves mechanics or laborers and is for other than "commercial items."
- 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). Applies if commercial supplies are furnished under the Subcontract.
- FAR 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001). Applies if the Subcontract is primarily for supplies.
- FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984). Applies if the Subcontract is primarily for services.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$500,000:

- DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$650,000:

- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011). Applies unless the Subcontractor is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000 AND CERTIFIED COST OR PRICING DATA WAS REQUIRED:

- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
- FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012). Applies if the Subcontract is with a large business; is for other than a "commercial item," as defined in FAR 2.101; and is not otherwise exempt; unless the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.
- FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012), excluding Paragraph (b). Applies if the Subcontract is with a large business; is for other than a "commercial item," as defined in FAR 2.101; is not otherwise exempt; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2.
- FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010). Applies if the FAR 52.230-2 or 52.230-3 clause applies.

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 False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the LBNL DOE Contracting Officer.

- FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007). Download the required poster at: <http://energy.gov/ig/downloads/office-inspector-general-hotline-poster>

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

- DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) Paragraph (a), in place of FAR 52.227-1.
- FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987). Applies to all Subcontracts except those with Universities or Colleges under \$500,000.
- 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, as defined in FAR 27.301.
- 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, as defined in FAR 27.301.
- DEAR 952.227-84 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (FEB 1998)
- DEAR 952.235-71 RESEARCH MISCONDUCT (JUL 2005)
- FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT (MAY 2001). Replaces Clauses 52.246-3 and 52.246-5

END OF GENERAL PROVISIONS