



University of California
Lawrence Berkeley National Laboratory

GENERAL PROVISIONS FOR STANDARD RESEARCH 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 the subcontract between the University and the Subcontractor which includes these General Provisions.
The term '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 research, development, or demonstration work.

The Subcontract is entered into as a subcontract under the University's Prime Contract No. DE-AC02-05CH11231 with the Government, represented by the DOE, for management and operation of the LBNL and the performance of certain research and development work.

CLAUSE 3 - PUBLICATIONS

(a) 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. Subject to the requirements of Clause 13, the Subcontractor agrees to address any concerns or issues identified by the University prior to submission for publication.

(b) 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 4 - 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 5 - ASSIGNMENTS

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

(b) Except as to the assignment of payments 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 shall it 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 6 - 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 7 - TECHNOLOGY EXPORT CONTROL

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

CLAUSE 8 – 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 9 – 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's shall ensure that all workers requiring unescorted/badged access to an 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 10 – 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 11 – 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 12 – 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 13 – SECURITY REQUIREMENTS

(a) This Subcontract is intended for unclassified, publicly releasable research or development work. The University does not expect that results of the research project will involve classified information or Unclassified Controlled Nuclear Information (UCNI) (See 10 CFR part 1017). However, the University may review the research work generated under this Subcontract at any time to determine if it requires classification or control as UCNI.

(b) If, subsequent to the date of this Subcontract, a review of the information reveals that classified information or UCNI is being generated under this Subcontract, then the security requirements of this Subcontract must be changed. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Subcontract, the Subcontract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this Subcontract.

(c) If the security requirements are changed, the Subcontractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Subcontract in compliance with the change in the security requirements. If the Subcontractor determines that continuation of the work under this Subcontract is not practicable because of the change in security requirements, the Subcontractor shall notify the University Procurement Representative in writing. Until the University Procurement Representative provides direction, the Subcontractor shall protect the material as directed by the University.

(d) After receiving the written notification, the University Procurement Representative shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow the Subcontractor to continue performance of work under this Subcontract.

(e) Within 15 days of receiving the written notification of the Subcontractor's stated inability to proceed, the University Procurement Representative must determine whether (1) these security requirements do not apply to this contract or (2) a mutually satisfactory method for continuing performance of work under this Subcontract can be agreed upon. If this determination is not made, the Subcontractor may request the University Procurement Representative to terminate the Subcontract in whole or in part. The University Procurement Representative shall terminate the Subcontract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

CLAUSE 14 - 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 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, 970.5227-4, 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). The reference to "Subpart 31.2" in paragraph (a) is replaced with "Subpart 31.3" for subcontracts with educational institutions, and "Subpart 31.7" for subcontracts with nonprofit organizations.

FAR 52.216-11 COST CONTRACT-NO FEE (APR 1984) The maximum reserve shall be \$10,000.

FAR 52.216-15 PREDETERMINED INDIRECT COSTS RATES (APR 1998). Applies if the Subcontractor is an educational institution and predetermined indirect cost rates apply.

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/poster/s/ofccpost.htm>

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997), with ALTERNATE I (JUL 1995). Applies only if Subcontract involves delivery or on-site use of 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 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) Paragraph (a)

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.

DEAR 952.227-11 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995). Applies if the Subcontractor is a domestic small business concern as defined in FAR 2.101 or a nonprofit 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 concern as defined in FAR 2.101 or a nonprofit organization as defined in FAR 27.301.

DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)

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 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987). Applies to all Subcontracts except those with Universities or Colleges for \$500,000 or less.
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.
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
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), with ALTERNATE V (APR 1984)
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). ALTERNATE II applies if the Subcontract is with a nonprofit institution of higher education or nonprofit organization whose primary purpose is the conduct of scientific research.
FAR 52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (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 52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)

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

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)
FAR 52.225-1	BUY AMERICAN ACT–SUPPLIES (FEB 2009)

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

FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
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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 (JUN 1997), with ALTERNATE I. Applies if the Subcontract involves any advisory and assistance services, as defined in FAR 2.101, in support of the research activities. The period of ineligibility is 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), with ALTERNATE I.
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

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

DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
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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.
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THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000:

- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (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.
- 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 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (MAY 2012). Applies if the Subcontractor is an educational institution and not an FFRDC.
- 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>

END OF GENERAL PROVISIONS