



University of California
Lawrence Berkeley National Laboratory

GENERAL PROVISIONS FOR EQUIPMENT LEASE

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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.
• "Items" means the equipment leased under the Subcontract, and any related supplies and services.
• "LBNL" means the Lawrence Berkeley National Laboratory.
• "Subcontract" means the subcontract between the University and the Subcontractor which includes these General Provisions.
• "Subcontractor" means the party who has entered into the Subcontract with the University, as identified in the Subcontract.
• The lower case term "subcontractor" means the Subcontractor's 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 lease of equipment.

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 equipment, supplies and services covered by this Subcontract shall be furnished by the Subcontractor subject to all the terms and conditions set forth in this Subcontract, which the Subcontractor, in accepting this Subcontract agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies or the performance of all or any portion of the services covered by this Subcontract shall constitute unqualified acceptance of all terms and conditions herein.

CLAUSE 4 –INSPECTION

The equipment, supplies and services furnished shall be exactly as specified in this Subcontract, free from all defects in manufacturer's design, workmanship and materials, and, except as otherwise provided in this Subcontract, shall be subject to inspection and testing by the University at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, the University may reject them, require the Subcontractor to correct them without charge, or require delivery of such equipment, supplies, or services at a reduction in price which is equitable under the circumstances. If the Subcontractor is unable or refuses to correct such items within a time deemed reasonable to the University, the University may terminate the Subcontract in whole or in part. The

Subcontractor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which the Subcontractor may become liable to the University under other provisions of this Subcontract, shall reimburse the University for all transportation costs, other related costs incurred, or payments to the Subcontractor in accordance with the terms of this Subcontract for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment the Subcontractor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

CLAUSE 5 – 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 specifying the nature of the materials, supplies, or services ordered, the price therefor, and/or the delivery thereof, and any terms and conditions contained in such referenced or incorporated documents shall not apply.

CLAUSE 6 – TERMS OF USE

Except as otherwise provided in this Subcontract, the specified rental payments shall entitle the University to unlimited use and operation of said equipment at any time and any place and for any period of time at the convenience of the University (exclusive of the time required for preventive and remedial maintenance) and shall not be restricted to consecutive hours, length of personnel shifts, or any other restrictions.

CLAUSE 7 – CHANGES

No change to the Subcontract shall be allowed without written approval of the University. Any claim of the Subcontractor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt notification of such change unless the University waives this condition in writing. Nothing in the clause shall excuse the Subcontractor from proceeding with performance of the Subcontract as changed hereunder.

CLAUSE 8 – TERMINATION

The University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the Subcontract or at the end of any fiscal year (September 30) in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

The University may by written notice terminate this Subcontract for the Subcontractor's default, in whole or in part, at any time, if the Subcontractor refuses or fails to comply with the provisions of this Subcontract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of said equipment or supplies or perform the services within the time specified or any written extension thereof.

In the event the University defaults in the payment of any amount due or to become due under the terms of the Subcontract or defaults in the

performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of the Subcontractor, terminate and the Subcontractor shall become entitled to retake possession of the property, provided however, that in such event neither the Subcontractor nor the University shall have the right to rent said equipment to any third party so long as it remains on the premises of the University.

CLAUSE 9 – TITLE

The Subcontractor covenants that it is the sole owner of said property, and that no other person, party, firm or corporation has any right, title, interest in or to same and that during the term of this Subcontract said the Subcontractor will not sell or encumber said property, or any interest therein, except subject to the rights given the University by virtue of the Subcontract. Title to said property, including any accessories and devices furnished by the Subcontractor except those subsequently purchased by the University, vests in the Subcontractor, and said property may be removed by the Subcontractor at or after termination of this Subcontract unless purchased by the University pursuant to its Purchase Option, if any.

CLAUSE 10 – RISK OF LOSS

During the period of time that property covered by this Subcontract is in the possession of the University, the University (and its customers, if installed on the University's customers' premises) shall take good care of the property and the University shall be responsible for any loss of or damage to the property caused by the University while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of the Subcontractor or the Subcontractor's agents.

CLAUSE 11 – PAYMENT

Unless otherwise provided for in this Subcontract, lease charges shall be invoiced in arrears and shall be payable thirty (30) days after the end of the period for which the charges accrue or thirty (30) days after the University's receipt of invoice, whichever is later.

CLAUSE 12 – TAXES

The Subcontractor alone shall pay any license fees, assessments, sales, use and other taxes lawfully imposed during the term hereof upon the equipment, supplies or services furnished pursuant to this Subcontract.

CLAUSE 13 – PROPERTY TAX EXEMPTION

The Subcontractor agrees to cooperate with the University and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the property leased hereunder as may be applicable pursuant to Article 13, section 3 of the California Constitution. The Subcontractor agrees to apply the amount of any reduction of tax resulting from such exemption as a credit against rental payments otherwise due by the University to the Subcontractor hereunder.

CLAUSE 14 – WARRANTY

The Subcontractor warrants that said equipment, including accessories, will be in good operating condition when installed and that any subsequent defects in design, materials or workmanship during the term of this Subcontract will be corrected by the Subcontractor at its sole expense. In the event of defect in design, material, or workmanship during the term of the Subcontract, the Subcontractor will assert any Manufacturer's Warranty in effect between the Subcontractor and the Manufacturer at the time the defect becomes apparent. The Subcontractor shall also assign to the University, in accordance with the terms of service and maintenance under this agreement, any and all of the manufacturer's warranties expressed or implied, issued on or applicable to each unit of equipment covered hereunder in the event service and maintenance is not covered under this Subcontract. In such an event, the Subcontractor shall authorize the University to obtain all warranties and services furnished in connection therewith by the manufacturer. The Subcontractor will inform the University of the terms and conditions of the manufacturer's warranty in effect on the commencement date of this Subcontract, and shall execute, if applicable, such documents of assignment as the University may reasonably request and will otherwise use its best efforts to make available to the University all of its rights under the manufacturer's warranties on the equipment.

CLAUSE 15 – PROPRIETARY RIGHTS INDEMNITY

In addition to FAR 52.227-3 - Patent Indemnity, the Subcontractor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorney's fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Subcontractor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Subcontractor as soon as practicable of the suit or action alleging such infringement. Subcontractor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

CLAUSE 16 – TRANSPORTATION AND INSTALLATION

Unless otherwise provided for in this Subcontract, the Subcontractor will be responsible for all transportation and handling costs related to the shipment to and from the University of the leased equipment. Should the equipment require specialized installation, the Subcontractor will provide the required technical assistance at no charge.

CLAUSE 17 – SERVICE AND MAINTENANCE

In the event this Subcontract includes service and maintenance of said equipment, the Subcontractor will provide such service and maintenance required to keep said equipment in good working condition throughout the term of Subcontract. The service and maintenance will consist of not less than: (1) periodic cleaning, and adjustments in the mechanisms and replacing unserviceable parts, and (2) emergency repair service, including replacement of unserviceable parts. In order to perform maintenance service hereunder the Subcontractor shall have reasonable access to the leased equipment to the extent practical in consonance with operational requirements. The Subcontractor agrees that its failure to provide service and maintenance to keep the equipment in good operating condition shall result on a credit of 1/30th of the monthly lease payments for every twenty-four (24) hour period or portion thereof following the first twenty-four (24) hours after notification to the Subcontractor that the equipment is inoperative.

If this Subcontract does not include service or maintenance, the University will be responsible for general maintenance and repair and protect said equipment from deterioration, other than normal wear and tear, and will not use the equipment for any purpose other than that for which it was designed during the term of the Subcontract.

CLAUSE 18 – ALTERATIONS

The University or its authorized agents may make alterations or install attachments to the equipment and the Subcontractor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis. Such alterations or attachments which are not the property of the Subcontractor shall be removed immediately after discontinuation of Subcontract (unless the University elects to exercise its Purchase Option) and the equipment restored to the prior configuration (ordinary wear and tear only excluded) at the University's expense. The Subcontractor shall inform the University of any provisions in the manufacturer's warranty which may cause the warranty to be affected by any such alterations or attachments.

CLAUSE 19 – LIABILITY AND INSURANCE REQUIREMENTS

(Applicable to work involving Subcontractor's performance at University or Government-controlled sites or facilities.)

(a) Indemnification. The Subcontractor shall defend, indemnify, and hold harmless the University, its officers employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this Subcontract and/or the Subcontractor's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of the Subcontractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under the Subcontractor's direction and control.

(b) Insurance. In consideration of the above, the Subcontractor shall at its expense obtain, keep in force and maintain insurance to cover its performance under this Subcontract as follows:

1. Comprehensive or Commercial Form General Liability Insurance
(Contractual Liability Included)

Minimum Limits

Each Occurrence:	\$1,000,000
Products/Completed Operations:	\$1,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Subcontract. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Subcontract

2. Business Auto Liability: (Owned, Scheduled, Non-Owned, or Hired Automobiles) with a combined single limit of no less than:

\$1,000,000 per occurrence.

3. Workers' Compensation as required under California State law.

The Subcontractor, upon the acceptance or execution of this Subcontract, shall furnish the University with Certificates of Insurance evidencing compliance with all requirements. Coverages referred to under B 1. and 2. above shall include The Regents of the University of California as an additional insured, but only with respect to the negligent acts or omissions of the Subcontractor, its officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control. The Certificates of Insurance shall obligate the Subcontractor's insurers to notify the University at least 30 days prior to cancellation of or change in any of said insurance.

CLAUSE 20 – 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 21 – 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 22 – 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. 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 23 – DISPUTES

Except as otherwise provided in the Subcontract, any claim under the Subcontract not resolved in the ordinary course of business shall be referred in writing to the University Procurement Representative and the executive management representative of the Subcontractor with the authority to settle the dispute. 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 arbitrations 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 24 – 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 at 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 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 25 – 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 26 – 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 27 – 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 28 – 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 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 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.
- FAR 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989). Applies if the Subcontract is for supplies.
- 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/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/eeep_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 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.

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves the lease of commercial computer software.

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 52.232-11 EXTRAS (APR 1984)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

FAR 52.243-1 CHANGES – FIXED PRICE (AUG 1987). ALTERNATE I (APR 1984) applies if for services when no supplies are to be furnished. ALTERNATE II (APR 1984) applies if for services when supplies are to be furnished.

FAR 52.244-2 SUBCONTRACTS (OCT 2010), with ALTERNATE I (JUN 2007). Paragraph (D) insert regarding consent is: "Any subcontract or purchase order that: (1) is for work at an LBNL site; (2) 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 52.246-1 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.

FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (APR 1984). Applies if the Subcontract is for supplies.

FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984). Applies if the Subcontract is for services.

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 52.222-36 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)

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)

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 items" are furnished under the Subcontract.

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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:

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.

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