



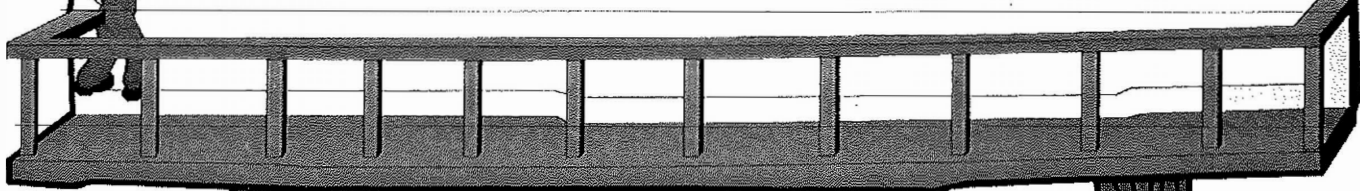
**HEADQUARTERS  
POLICY FLASH**

**POLICY FLASH 2005 - 05**

DATE: October 27, 2004  
TO: IJUE7 NSA aiiellvI&O Contractor Procurement Directors  
FROM: Office of Procurement and Assistance Policy, ME-61  
Office of Procurement and Assistance Management

SUBJECT: **Revision to M&O Contractor Model Subcontract entitled "Standard Research Subcontract (Educational Institution or Nonprofit Utilization)"**

SUMMARY: This Policy Flash disseminates a minor revision to the M&O Contractor Model Subcontract, which was issued by Policy Flash 2003-03 and last revised by Policy Flash 2004-01.



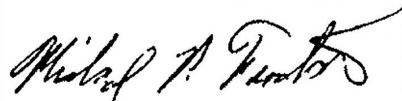
## **POLICY FLASH**

### **2005-05**

This Policy Flash disseminates an errata sheet, a strike and add version, and a revised version of the M&O contractor model subcontract entitled, "Standard Research Subcontract (Educational Institution or Nonprofit Organization)" which was disseminated by Policy Flash 2003-03 on January 14, 2003 and last revised on March 20, 2004. This revision changes Article 6, Contractor-Furnished and Subcontract-Acquired Property, and revises the dates on three FAR clauses and one DEAR clause. A word file of the revised subcontract is available on the DOE Professionals web site at <http://professionals.pr.doc.gov>. Click on "M&O Contractor Standard Research Subcontract" under the Procurement heading.

DOE and NNSA continue to encourage M&O contractors to use this model subcontract for unclassified research and development work, not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material.

If you have questions regarding this revision, contact Trudy Wood at 202 287-1336 or by e-mail at [trudy.wood@hq.doe.gov](mailto:trudy.wood@hq.doe.gov).



Michael Fischetti, Acting Director  
Office of Procurement and  
Assistance Policy, OMBE

Attachments

cc:  
PPAG Members

October 27, 2004

**ERRATA SHEET**  
**STANDARD RESEARCH SUBCONTRACT (EDUCATIONAL INSTITUTION**  
**OR NONPROFIT ORGANIZATION)**

**SCHEDULE OF ARTICLES**

Article 6. Contractor-Furnished and Subcontract-Acquired Property, paragraph d:

- I. Change the first paragraph to read as follows: "If the Contractor provides the Subcontractor property that is marked as 'high risk property' for use under this award, the Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of this property in accordance with the policies, practices and procedures for property management contained in the DOI Property Management regulations (41 CFR 109-1.53). Title to all property marked as "high risk property" vests in the Government."
2. Delete the second paragraph.

**GENERAL PROVISIONS**

CLAUSE 10 - CLAUSES INCORPORATED BY REFERENCE, APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW, FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES: Change "JAN 2004" to "DEC 2003."

CLAUSE 10 - CLAUSES INCORPORATED BY REFERENCE, APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW, FAR 52.227-9 REFUND OF ROYALTIES: Change "MAR" to "FEB."

CLAUSE 10 - CLAUSES INCORPORATED BY REFERENCE, APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW, FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS:

1. Change "JUNE 2003" to "MAY 2004."
2. Add "(JUNE 2003)" after "Alternate I."

CLAUSE 10 - CLAUSES INCORPORATED BY REFERENCE, APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000, FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS: Change "OCT 2000" to "MAY 2004,"

**STANDARD RESEARCH  
SUBCONTRACT (EDUCATIONAL  
INSTITUTION or NONPROFIT  
ORGANIZATION)**

**[FOR UNCLASSIFIED WORK]**

**NO.** \_\_\_\_\_

(DEPARTMENT OF ENERGY M&O CONTRACTOR)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

**Subcontractor:**

Attention:

Address

City, State, Zip

Phone:

Fax:

E-Mail:

**Contractor's Procurement Representative  
[Contract Administrator]:**

Proc. Rep Title: \_\_\_\_\_

Phone#: ( \_\_\_\_\_)

Fax#: ( \_\_\_\_\_)

E-Mail: \_\_\_\_\_

**Introduction**

This is a cost-reimbursement, no-fee, standard subcontract for unclassified research and development work, not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material. This Subcontract is between **[Insert contractor's name]**, (hereinafter "Contract01") and **[Insert subcontractor's name]** (hereinafter "Subcontractor"). The Subcontract is issued under Prime Contract No. **[Insert contract no.]** between the Contractor and the United States Department of Energy (hereinafter "DOE") **[include the following phrase in weapons lab contracts--** and the National Nuclear Security Administration (hereinafter "NNSA")] for the management and operation of **[insert name of the DOE/NNSA facility]** (hereinafter "DOE [or NNSA] Facility").

**Agreement**

The parties agree to perform their respective obligations in accordance with the terms and conditions of the Schedule and the General Provisions and other documents attached or incorporated by reference, which together constitute the entire Subcontract and supercede all prior discussions, negotiations, representations, and agreements.

**[SUBCONTRACTOR NAME]**

**[M&O CONTRACTOR NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE OF ARTICLES

### 1. Statement of Work

The Subcontractor shall perform certain research and development work identified as [insert brief title or statement of research] and more fully described in the *Statement of Work* Attachment to this Subcontract. [or Appendix I.]

The Subcontractor's Principal Investigator assigned to this work is [insert Principal Investigator's name]. The Principal Investigator shall not be replaced or reassigned without the advance written approval of the Contractor's Procurement Representative [or Contract Administrator].

The Subcontractor shall submit three copies of the final and any intermediate reports to the Contractor's Procurement Representative [or Contract Administrator, Contractor's Technical Representative, or named individual] upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the Contractor's Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The Contractor's Technical Representative need not approve the Subcontractor's reported conclusions of the research.

### 2. Report Preparation Requirements

- a. These instructions apply to all formal reports, including the final report, required by the Subcontract. It does not apply to letter reports or reports specifically identified as Milestones in *Article 3. Period of Performance* in this Subcontract as informal reports.
- b. The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.
- c. Reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the subcontract; and (d) any other relevant information.

### 3. Period of Performance

The work described in Article 1, Statement of Work, shall commence upon signature of this Subcontract by both parties and shall be completed on or before (insert end date)

[OR, if there is a milestone schedule, add: in accordance with the following milestones:

| Milestone | Completion Date] |
|-----------|------------------|
|-----------|------------------|

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Any notices and approvals required by this subcontract from the Contractor to the Subcontractor shall be issued by the Procurement Representative [OR Contractor Administrator].

- b. The Contractor's Technical Representative for this Subcontract is [insert name]. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the *Statement of Work*. The Technical Representative is not authorized to make changes to the work or modify this Subcontract.

### 8. Travel Requirements

- a. All travel not included in the subcontractor's cost proposal must be approved in advance by the Contractor.
- b. All foreign travel must be approved in advance by the Contractor, even if the cost is included in the Subcontractor's cost proposal for this Subcontract.

### 9. Performance of Work

The Subcontractor will perform the work at a location other than a DOE/NNs A Facility.

### 10. Incorporated Documents

The following documents are hereby incorporated as Attachments [OR Appendices] to the Schedule of Articles of this subcontract:

General Provisions for Standard Research Subcontracts, dated \_\_\_\_\_  
Statement of Work dated \_\_\_\_\_ [OR Appendix I]  
Subcontractor's Cost Proposal dated \_\_\_\_\_ (if applicable) [OR Appendix II]  
Contractor-Furnished Government Property dated \_\_\_\_\_ [OR Appendix III]  
[List others if applicable.]

- e. The Contractor will use its best efforts to process invoices for payment within 30 days of receipt; provided, however, that payments made more than 30 days after receipt of an invoice shall not be subject to penalty, interest, or late charges.
- f. Invoices, which include the cost of property acquired by the Subcontractor at a cost of \$5,000 or more, shall include a description of the property and shall identify the assigned property number; the manufacturer; the Serial number and model number; the acquisition date; the unit price, quantity, and total cost of the property; and the location of the property.

## 6. Contractor-Furnished and Subcontract-Acquired Property

- a. The Contractor shall furnish the Subcontractor the materials, equipment, and supplies listed in *Contractor-Furnished Government Property* [OR Appendix III] to this Subcontract.
- b. Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor's cost proposal for this Subcontract and for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by the Contractor's Procurement Representative [OR Contract Administrator].
- c. All property furnished by the Contractor or acquired by the Subcontractor, as a direct cost under the Subcontract, title to which vests in the Government, shall be identified, controlled, and protected as required by the *Government Property* clause of the General Provisions of this Subcontract. Disposition of such property upon completion of this Subcontract shall be as directed by the Contractor's Procurement Representative [OR Contract Administrator].
- d. If the Contractor provides the Subcontractor property that is marked as "high risk property" for use under this award, the Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of this property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management regulations (41 CFR 109-1.53). Title to all property marked as "high risk property" vests in the Government.

## 7. Subcontract Administration

- a. The Contractor's Procurement Representative [OR Contract Administrator] for this Subcontract is [insert name of PR/CA]. The Procurement Representative [OR Contract Administrator] is the only person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the Statement of Work and the Schedule. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement Representative [OR Contract Administrator] at the following address:

[Insert address]

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#### 4. Costs and Payments

- a. The estimated cost of the work called for in this Subcontract is \$ - - - - -' and is based upon the following estimated levels of effort necessary to perform the Subcontract work:

| Category | No. of Staff | No. of Months |
|----------|--------------|---------------|
|----------|--------------|---------------|

**[OR:]** is based on the Subcontractor's Cost Proposal Attachment **[or Appendix II]** to this Subcontract.

- b. **[Check provision below that applies OR include only applicable provision)**

\_\_\_\_\_ This Subcontract is fully-funded and is subject to the *Limitation of Costs* clause of the General Provisions.

\_\_\_\_\_ This Subcontract is incrementally funded and is subject to the *Limitation of Funds* clause of the General Provisions. The funding amount currently allotted to this Subcontract is \$ \_\_\_\_\_ and covers **[describe what work the incremental funding covers.]**

- c. The Contractor will pay the Subcontractor for performance of this Subcontract, unless excluded or limited by other provisions of this Subcontract, the allowable direct costs incident to performance, plus the allocable portion of the allowable indirect costs of the Subcontractor. Allowable and allocable costs shall be determined in accordance with the cost principles of the Allowable Cost and Payment clause of the General Provisions.

#### 5. Invoices for Payment

- a. Payments for Subcontract work shall be made monthly based on invoices submitted by the Subcontractor for work performed. Invoices shall bear the following certification signed by a responsible official of the Subcontractor:

"The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work."

- b. Invoices must identify the subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or Facility and Administration costs.
- c. Invoices shall be mailed to: **(Insert address)**
- d. Payments shall be mailed to: **(Insert address)**
-

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## GENERAL PROVISIONS

### CLAUSE 1 - PUBLICATIONS

- A. The Subcontractor shall closely coordinate with the Contractor'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 Contractor 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 Contractor 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 Contractor has no comments. Subject to the requirements of Clause 9, the Subcontractor agrees to address any concerns or issues identified by the Contractor prior to submission for publication.
- B. Subcontractor may acknowledge the Contractor and Government sponsorship of the work as appropriate.

### CLAUSE 2 - NOTICES

- A. The Subcontractor shall immediately notify the Contractor's Procurement Representative [OR Contract Administrator) 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 against the Subcontractor, the cost and expense of which is allowable under the terms of this Subcontract.
- B. 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 Contractor's Procurement Representative [OR Contract Administrator) in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

### CLAUSE 3 - ASSIGNMENTS

The Contractor may assign this Subcontract to the Government or its designee(s). Except as to assignment of payment due, the Subcontractor shall have no right to assign or obligate this Subcontract or any part of it without the prior written approval of the Contractor's Procurement Representative [OR Contract Administrator), except for subcontracts already identified in the Subcontractor's proposal.

### CLAUSE 4 - 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 Contractor'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 Contractor will issue a 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.
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

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laws and all applicable federal rules and regulations.

**CLAUSE 5 - RESPONSIBILITY FOR 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 6 - COST ACCOUNTING STANDARDS (CAS) LIABILITY**

**[Applicable to Subcontracts exceeding \$500,000]**

Clause 10 below incorporates into these GENERAL PROVISIONS clauses entitled, "*COST ACCOUNTING STANDARDS*" and "*ADMINISTRATION OF COST ACCOUNTING STANDARDS*." Notwithstanding the provisions of these clauses, or of any other provision of the Subcontract, the Subcontractor shall be liable to the Government for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

**CLAUSE 7 - DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA**

Generally, delivery of Limited Rights Data (or Restricted Computer Software) should not be necessary. However, only if Limited Rights Data will be used in meeting the delivery requirements of the subcontract, the following disclosure and use restrictions shall apply to and shall be inserted in any FAR 52.227-14 Limited Rights Notice on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier subcontractor:

- A. These "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
  - B. These "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in collection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
  - C. These "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.
-

## **CLAUSE 8 - ORDER OF PRECEDENCE**

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) the SCHEDULE OF ARTICLES and this Subcontract Signature Page; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or *Statement of Work*.

## **CLAUSE 9 - SECURITY REQUIREMENTS**

- A. This Subcontract is intended for unclassified, publicly releasable research or development work. The Contractor does not expect that results of the research project will involve classified information or Unclassified Controlled Nuclear Information (UCNI) (See 10CFR part 1017). However, the Contractor 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 Contractor's Procurement Representative in writing. Until the Contractor's Procurement Representative provides direction, the Subcontractor shall protect the material as directed by the Contractor.
- D. After receiving the written notification, the Contractor's 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 Contractor's 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 Contractor's Procurement Representative to terminate the Subcontract in whole or in part. The Contractor's 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.
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**CLAUSE 10 • CLAUSES INCORPORATED BY REFERENCE**

The FEDERAL ACQUISITION REGULATION (FAR) and the U.S. DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were given in full text, as prescribed below.

The full text of the clauses may be accessed electronically at <http://www.acqnet.gov/far/> (FAR) and <http://professionals41r.doe.gov/ma5/MA-5Wehrs/Procurement/Acquisition+Regulation> (DEAR).

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean the Contractor, except in FAR clause 52.227-14, and DEAR clauses 970.5227-4, 952.227-11, 970.5232-3 and 52.245-5 Alternate I, in which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-\_\_\_\_\_ with the Contractor. As used in DEAR clauses 952.204-72 and 952.227-9, the term "DOE" shall mean DOE/NNSA or the Contractor.

- ) The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

**APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:**

- DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994). Applies if the Subcontract is for unclassified research involving nuclear technology.
- FAR 52.216-7 ALLOWABLE COST ANJ) PAYMENT (DEC 2002). Substitute 31.3 in subcontracts with educational institutions and 31.7 in subcontracts with nonprofit organizations for 31.2 in paragraph (a).
- FAR 52.216-15 PREDETERMINED INDIRECT COSTS RATES APR 1998).
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).
- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002).
- FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997) AND ALTERNATE I Applies only if Subcontract involves delivery of hazardous materials.
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003).
- DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002), Paragraph (a).
- DEAR 952.227-9 REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.
- DEAR 952.227-1.1 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). (Applies only if Subcontractor is a nonprofit organization as set forth in 48 CFR 27.301. If Subcontractor does not qualify in accordance with 48 CFR 27.301, it may request a patent waiver pursuant to 10 CFR 784.)
- FAR 52.227-14 [Check provision below that applies OR include only applicable provision].  
\_\_\_\_ RIGHTS IN DATA-GENERAL (JUN 1987) with ALTERNATE V and DEAR 927.409 Paragraphs (a) and (d)(3). Applies if the Subcontract is for development work, or for basic and applied research where computer software is specified as a Deliverable in the Statement of Work or other special circumstances apply as specified in the agreement.  
\_\_\_\_ RIGHTS IN DATA-GENERAL (JUN 1987) with ALTERNATE IV, subparagraph (c)(1) and DEAR 927.409, subparagraph (a) Definitions. Applies if the Subcontract is for basic or applied research and computer software is not specified as a Deliverable in the Statement of Work, and no other special circumstances apply per DEAR 927.409.
- FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987). Applies if the Subcontract is based upon a technical proposal.
- FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003). Applies if a part of this Subcontract is to be performed in the State of New Mexico.
- 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 52.242-15     | STOP-WORK ORDER (AUG 1989) with ALTERNATE I (APR 1984).  |
| c,=d FAR 52.243-2 | CHANGES -- COST-REIMBURSEMENT (AUG 1987), WITH ALTERNATE V   |
| FAR 52.244-2      | SUBCONTRACTS (AUG 1998) with ALTERNATE II Insert in Paragraph (e): "Any subcontract or purchase order for other than "commercial items" exceeding the simplified acquisition threshold. ("Commercial item" has the meaning contained in FAR 52.202-1, Definitions.)" |
| FAR 52.245-5      | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS (MAY 2004) with Alternate I (JUNE 2003). (Paragraphs (e)(1) and (e)(2) insert, "and DOE Acquisition Regulations Subpart 945.5," after the reference to FAR Subpart 45.5).       |
| FAR 52.246-9      | INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).  |
| FAR 52.247-63     | PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUNE 2003). Applies if the Subcontract involves international air transportation.   |
| FAR 52.247-64     | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003).  |
| DEAR 952.247-70   | FOREIGN TRAVEL (DEC 2000).   |
| ) FAR 52.249-5    | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996).   |
| DEAR 952.217-70   | ACQUISITION OF REAL PROPERTY (APR 1984). Applies if the Subcontract involves leased space that is reimbursed.  |
| DEAR 970.5232-3   | ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000)   |

**APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:**

|               |  |
|---------------|--|
| FAR 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001). |
| FAR 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998).  |
| FAR 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001). |

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:**

|              |  |
|--------------|--|
| FAR 52.203-5 | COVENANT AGAINST CONTINGENT FEES (APR 1984)                        |
| FAR 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JULY 1995). |

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FAR 52.203-7

ANTI-KICKBACK PROCEDURES (JULY 1995), excluding Paragraph (e)(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 (JUNE 2003).

FAR 52.219-8

UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).

FAR 52.222-04

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000).

DEAR 970.5227-5

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002).

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.215-10

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) if subcontract exceeds \$550,000.

FAR52.215-11

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997) not used when 52.215-10 is included. In subcontracts greater than \$550,000.

FAR 52.215-12

SUBCONTRACTOR COST OR PRICING DATA (OCT 1997). Applies if 52.215-10 applies.

) FAR52.215-13

SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997). Applies if 52.215-11 applies.

FAR 52.219-9

SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002). Applies unless there are no subcontracting possibilities.

FAR.52.227-16

ADDITIONAL DATA REQUIREMENTS (JUNE 1987).

FAR 52.230-2

COST ACCOUNTING STANDARDS (APR 1998), excluding paragraph (b). Applies to nonprofit organizations if they are subject to full CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).

FAR 52.230-3

DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998), excluding paragraph (b). Applies to nonprofit organizations if they are subject to modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).

FAR 52.230-5

COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (APR 1998), excluding paragraph (b).

FAR 52.230-6

ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999).

(END OF GENERAL PROVISIONS)

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STANDARD RESEARCH  
SUBCONTRACT (EDUCATIONAL  
INSTITUTION or NONPROFIT  
ORGANIZATION)

(FOR UNCLASSIFIED WORK)

NO. \_\_\_\_\_

(DEPARTMENT OF ENERGY M&O CONTRACTOR)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

**Subcontractor:**

Attention: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Contractor's Procurement Representative  
(Contract Administrator):**

Proc. Rep Title: \_\_\_\_\_

Phone#: ( \_\_\_\_\_)

Fax #: ( \_\_\_\_\_)

E-Mail: \_\_\_\_\_

**Introduction**

This is a cost-reimbursement, no-fee, standard subcontract for unclassified research and development work, not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material. This Subcontract is between [Insert contractor's name], (hereinafter "Contractor") and [Insert subcontractor's name] (hereinafter "Subcontractor"). The Subcontract is issued under Prime Contract No. [Insert contract no.] between the Contractor and the United States Department of Energy (hereinafter "DOE") [include the following phrase in weapons lab contracts-- and the National Nuclear Security Administration (hereinafter "NNSA")] for the management and operation of [insert name of the DOE/NNSA facility] (hereinafter "DOE [or NNSA] Facility").

**Agreement**

The parties agree to perform their respective obligations in accordance with the terms and conditions of the Schedule and the General Provisions and other documents attached or incorporated by reference, which together constitute the entire Subcontract and supercede all prior discussions, negotiations, representations, and agreements.

[SUBCONTRACTOR NAME]

[M&O CONTRACTOR NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## SCHEDULE OF ARTICLES

### 1. Statement of Work

The Subcontractor shall perform certain research and development work identified as [Insert brief title or statement of research] and more fully described in the *Statement of Work* Attachment to this Subcontract. (or Appendix I.J)

The Subcontractor's Principal Investigator assigned to this work is [insert Principal Investigator's name]. The Principal Investigator shall not be replaced or reassigned without the advance written approval of the Contractor's Procurement Representative [or Contract Administrator].

The Subcontractor shall submit three copies of the final and any intermediate reports to the Contractor's Procurement Representative (or Contract Administrator, Contractor's Technical Representative, or named individual) upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the Contractor's Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The Contractor's Technical Representative need not approve the Subcontractor's reported conclusions of the research,

### 2. Report Preparation Requirements

- a. These instructions apply to all formal reports, including the final report, required by the Subcontract. It does not apply to letter reports or reports specifically identified as Milestones in *Article 3. Period of Performance* in this Subcontract as informal reports.
- b. The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.
- c. Reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the subcontract; and (d) any other relevant information.

### 3. Period of Performance

The work described in Article 1, Statement of Work; shall commence upon signature of this Subcontract by both parties and shall be completed on or before (insert end date)

[OR, if there is a milestone schedule, add: in accordance with the following milestones:

| Milestone | Completion Date] |
|-----------|------------------|
|-----------|------------------|

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4. Costs and Payments

- a. The estimated cost of the work called for in this Subcontract is \$ --- and is based upon the following estimated levels of effort necessary to perform the Subcontract work:

| Category | No. of Staff | No. of Months |
|----------|--------------|---------------|
|----------|--------------|---------------|

(OR: is based on the Subcontractor's Cost Proposal Attachment (or Appendix II) to this Subcontract.

- b. (Check provision below that applies OR include only applicable provision)

This Subcontract is fully-funded and is subject to the *Limitation of Costs* clause of the General Provisions.

This Subcontract is incrementally funded and is subject to the *limitation of Funds* clause of the General Provisions. The funding amount currently allotted to this Subcontract is \$ --- and covers [describe what work the incremental funding covers.]

- c. **The Contractor will pay the Subcontractor for performance of this Subcontract, unless excluded or limited by other provisions of this Subcontract, the allowable direct costs incident to performance, plus the allocable portion of the allowable indirect costs of the Subcontractor. Allowable and allocable costs shall be determined in accordance with the principles of the Allowable Cost and Payment clause of the General Provisions.**

5. Invoices for Payment

- a. Payments for Subcontract work shall be made monthly based on invoices submitted by the **Subcontractor for work performed. Invoices shall bear the following certification signed** by a responsible official of the Subcontractor:

"The undersigned certifies that the information set forth herein is true and correct and **may be used as a basis for payment for work.**"

- b. Invoices must identify the subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or Facility and Administration costs.
- c. Invoices shall be mailed to: (Insert address)
- d. Payments shall be mailed to: (Insert address)

- e. The Contractor will use its best efforts to process invoices for payment within 30 days of receipt; provided, however, that payments made more than 30 days after receipt of an invoice shall not be subject to penalty, interest, or late charges.
- f. Invoices, which include the cost of property acquired by the Subcontractor at a cost of \$5,000 or more, shall include a description of the property and shall identify the assigned property number; the manufacturer; the Serial number and model number; the acquisition date; the unit price, quantity, and total cost of the property; and the location of the property.

**6. Contractor-Furnished and Subcontract-Acquired Property**

- a. The Contractor shall furnish the Subcontractor the materials, equipment, and supplies listed in *Contractor-Furnished Government Property* [OR Appendix III] to this Subcontract.
- b. Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor's cost proposal for this Subcontract and for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by the Contractor's Procurement Representative [OR Contract Administrator].
- c. All property furnished by the Contractor or acquired by the Subcontractor, as a direct cost under the Subcontract, title to which vests in the Government, shall be identified, controlled, and protected as required by the *Government Property* clause of the General Provisions of this Subcontract. Disposition of such property upon completion of this Subcontract shall be as directed by the Contractor's Procurement Representative [OR Contract Administrator].

d. If the Contractor provides the Subcontractor property that is marked as "high risk property" for use under this award, the Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of all property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management regulations (41 CFR 109-1.53), Title to all property marked as "high risk property" vests in the Government"

Deleted: Title to all high-risk property, regardless of dollar value, vests in the Government. The

Deleted: high-risk

Deleted:

Deleted: High-risk property is defined in 41 CFR 109-1.100-51, and includes proliferation sensitive, nuclear-related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the military critical technologies list. The loss, destruction, damage to, or the unintended or premature transfer of such property could pose risks to the public, the environment, or the national security interests of the United States.

**7. Subcontract Administration**

a. The Contractor's Procurement Representative [OR Contract Administrator] for this Subcontract is [insert name of PR/CA]. The Procurement Representative [OR Contract

Administrator] is the only person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the Statement of Work and the Schedule. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement

Representative [OR Contract Administrator] at the following address:

(Insert address)

Any notices and approvals required by this Subcontract from the Contractor to the Subcontractor shall be issued by the Procurement Representative (OR Contract Administrator).

- b. The Contractor's Technical Representative for this Subcontract is [Insert name]. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the *Statement of Work*. The Technical Representative is not authorized to make changes to the work or modify this Subcontract.

### 8. Travel Requirements

- a. All travel not included in the Subcontractor's cost proposal must be approved in advance by the Contractor.
- b. All foreign travel must be approved in advance by the Contractor, even if the cost is included in the Subcontractor's cost proposal for this Subcontract.

### 9. Performance of Work

The Subcontractor will perform the work at a location other than a DOEINNSA Facility.

### 10. Incorporated Documents

The following documents are hereby incorporated as Attachments [OR Appendices] to the Schedule of Articles of this Subcontract:

General Provisions for Standard Research Subcontracts, dated \_\_\_\_\_  
Statement of Work dated -- c - - c - [OR Appendix II]  
Subcontractor's Cost Proposal dated \_\_\_\_\_ (if applicable) [OR Appendix III]  
Contractor-Furnished Government Property dated \_\_\_\_\_ [OR Appendix III]  
[List others if applicable.]

## GENERAL PROVISIONS

CLAUSE 1 • PUBLICATIONS

- A, The Subcontractor shall closely coordinate with the Contractor'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 Contractor 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 Contractor 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 Contractor has no comments. Subject to the requirements of Clause 9, the Subcontractor agrees to address any concerns or issues identified by the Contractor prior to submission for publication.
- B, Subcontractor may acknowledge the Contractor and Government sponsorship of the work as appropriate,

CLAUSE 2 - NOTICES

- A, The Subcontractor shall immediately notify the Contractor's Procurement Representative (OR Contract Administrator) 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 against the Subcontractor, the cost and expense of which is allowable under the terms of this Subcontract.
- B, 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 **Contractor's Procurement Representative (OR Contract Administrator)** in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

CLAUSE 3 -ASSIGNMENTS

The Contractor may assign this Subcontract to the Government or its designee(s). Except as to assignment of payment due, the Subcontractor shall have no right to assign or mortgage this Subcontract or any part of it without the prior written approval of the Contractor's Procurement Representative [OR Contract Administrator], except for subcontracts already identified in the Subcontractor's proposal.

CLAUSE 4 - 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 Contractor'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 Contractor will issue a 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 final and the outcome of the arbitration shall be binding on all parties.
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

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laws and all applicable federal rules and regulations.

**CLAUSE 5 - RESPONSIBILITY FOR 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 6 - COST ACCOUNTING STANDARDS (CAS) LIABILITY**

**[Applicable to Subcontracts exceeding \$500,000]**

Clause D below incorporates into these GENERAL PROVISIONS clauses entitled, "COST ACCOUNTING STANDARDS" and "ADMINISTRATION OF COST ACCOUNTING STANDARDS." Notwithstanding the provisions of these clauses, or of any other provision of the Subcontract, the Subcontractor shall be liable to the Government for any increased costs or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried out at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause,

**CLAUSE 7 • DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA**

Generally, delivery of Limited Rights Data (or Restricted Computer Software) should not be necessary. However, only if Limited Rights Data will be used in meeting the delivery requirements of the subcontract, the following disclosure and use restrictions shall apply to all shall be inserted in any FAR 52.227-14 Limited Rights Notice on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier subcontractor:

- A. These "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. These "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. These "Limited rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed,

**CLAUSE 8 - ORDER OF PRECEDENCE**

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) the SCHEDULE OF ARTICLES and this Subcontract Signature Page; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or Statement of Work.

**CLAUSE 9 - SECURITY REQUIREMENTS**

- A. This Subcontract is intended for unclassified, publicly releasable research or development work. The Contractor 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 Contractor 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 Contractor's Procurement Representative in writing. Until the Contractor's Procurement Representative provides direction, the Subcontractor shall protect the material as directed by the Contractor.
- D. After receiving the written notification the Contractor's 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 Contractor's 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 Contractor's Procurement Representative to terminate the Subcontract in whole or in part. The Contractor's 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.
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**CLAUSE 10 - CLAUSES INCORPORATED BY REFERENCE**

The FEDERAL ACQUISITION REGULATION (FAR) and the U.S. DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were given in full text as prescribed below.

The full text of the clauses may be accessed electronically at [http://www.far.gov](#) (FAR) and [http://www.oea.gov](#) (DEAR).

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor) and the terms "Government" and "Contracting Officer" shall mean the Contractor, except in FAR clause 52.227-14, and DEAR clauses 970.5227-4, 952.227-11, 970.5232-3 and 52.245-5 Alternate I, for which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOEINNSA Contracting Officer for Prime Contract DE-\_\_\_\_\_ with the Contractor. As used in DEAR clauses 952.204-72 and 952.227-9, the term "DOE" shall mean DOEINNSA or the Contractor.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994). Applies if the Subcontract is for unclassified research involving nuclear technology.

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002). Substitute 3L3 in subcontracts with educational institutions and 31.7 in subcontracts with nonprofit organizations for 31.2 in paragraph (a).

FAR 52.216-15 PREDETERMINED INDIRECT COSTS RATES (APR 1998).

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002).

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997) AND ALTERNATE L Applies only if Subcontract involves delivery of hazardous materials,

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2002).

DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002), Paragraph (a).

DEAR 952.227-9 REFUND OF ROYALTIES (JUN 1995). Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.

DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). (Applies only if Subcontractor is a nonprofit organization as set forth in 48 CFR 27.301. If Subcontractor does not qualify in accordance with 48 CFR 27.301, it may request a patent waiver pursuant to 10 CFR 784.)

FAR 52.227-14 [Check provision below that applies OR include only applicable provision].

RIGHTS IN DATA-GENERAL (JUN 1987) with ALTERNATE V and DEAR 927.409 paragraphs (a) and (d)(3). Applies if the Subcontract is for development work or for basic and applied research where computer software is specified as a Deliverable in the Statement of Work or other special circumstances apply as specified in the agreement.

RIGHTS IN DATA-GENERAL (JUN 1987) with ALTERNATE IV, subparagraph (c)(1) and DEAR 927.409, subparagraph (a) Definitions. Applies if the Subcontract is for basic or applied research and computer software is not specified as a Deliverable in the Statement of Work, and no other special circumstances apply per DBAR 927.409.

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987). Applies if the Subcontract is based upon a technical proposal.

FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003). Applies if any part of this Subcontract is to be performed in the State of New Mexico.

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.

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- 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
- FAR 52.244-2 SUBCONTRACTS (AUG 1998) with ALTERNATE II. Insert in Paragraph (e): "Any subcontract or purchase order for other than "commercial items" exceeding the simplified acquisition threshold. ("Commercial item" has the meaning contained in FAR 52.202-1, Definitions.)"
- FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS 1/4A) with ~~Alternate I~~ (JUNE 2003). (Paragraphs (e)(1) and (e)(2) inserted, "and DOE Acquisition Regulations Subpart 945.5," after the reference to FAR Subpart 45.5). (deleted: JUN 2003)
- FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).
- FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUNE 2003). Applies if the Subcontract involves international air transportation.
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003).
- DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000).
- FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996).
- DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984). Applies if the Subcontract involves leased space that is reimbursed.
- DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000)

**APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:**

- FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001).
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998).
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- FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JULY 1995).

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JULY 1995), 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 (JUNE 2003).

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2001)

FAR 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000).

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002),

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:**

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) if subcontract exceeds \$550,000.

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997) not used when 52.215-10 is included. In subcontracts greater than \$550,000,

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997). Applies if 52.215-10 applies.

FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997), Applies if 52.215-11 applies.

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002). Applies unless there are no subcontracting possibilities.

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987).

FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998), excluding paragraph (b), Applies to nonprofit organizations if they are subject to full CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B),

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998), excluding paragraph (b). Applies to nonprofit organizations if they are subject to modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).

FAR 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (APR 1998), excluding paragraph (b),

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999).

(END OF GENERAL PROVISIONS)