GENERAL PROVISIONS
FOR SOFTWARE LICENSE AGREEMENTS UNDER
U.S. DEPARTMENT OF ENERGY
PRIME CONTRACT NO. 89303321-CEM-00080
BATTELLE SAVANNAH RIVER ALLIANCE LLC,
SAVANNAH RIVER SITE
AIKEN, SC 29808

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ARTICLE 1

ARTICLE APPLIES REGARDLESS OF SUBCONTRACT PRICE

1.1. **DEFINITIONS**

Whenever used in this document with initial capitalization, the following definitions shall be applicable unless the context indicates otherwise:

"Agency Head" or "Head of Agency"	means the Secretary of Energy or designee.
"Agreement"	means the Agreement which is placed by BSRA for the licensing of certain specified Software and which contains or includes these articles. Agreement may also be referred to as "License" or "Subcontract".
"BSRA"	which may also be referred to in these terms as the "Licensee," means the Battelle Savannah River Alliance, LLC.
"BSRA Procurement Specialist"	shall mean a person with the authority to execute, administer, and terminate the Subcontract, and make related determinations and findings. The term includes certain authorized representatives of the BSRA Procurement Specialist acting within the limits of their authority as delegated by the BSRA Procurement Specialist.
"Contracting Officer"	means the Government official who executed the Prime Contract No. 89303321-CEM-000080 between BSRA and DOE and includes any appointed successor or authorized representative thereof.
"DOE"	means the United States Department of Energy.
"Government"	means the United States of America.
"Seller"	who may also be referred to herein as Licensor and/or Subcontractor, means the individual or organization entering into this Agreement with BSRA.
"Software"	means the specified software and/or source code licensed by Licensor to Licensee under the Agreement

1.2. **GENERAL**

A. The articles of these General Provisions and any others made a part of the Battelle Savannah River Alliance agreement with the Licensor shall apply notwithstanding any different or additional terms and conditions that may be submitted or proposed by Licensor, and Battelle Savannah River Alliance objects to and shall not be bound by any such additional or different terms and conditions.

B. Subcontractor is required to register and maintain an active (UEI) Unique Entity ID Number and a current registration in the System for Award Management (SAM), formerly known as Central Contractor Registration (CCR), in compliance with FAR 52.204-7 and Subpart 42.12 of the FAR.

C. When Subcontractor shall perform any part of the Work on the premises of SRS or other premises owned and/or operated by the Government during the performance of this Agreement, the Subcontractor shall demonstrate a culture of respect, including having a written policy on Respect in the Workplace; and shall be made available upon request.

1.3. **SOFTWARE LICENSE**

A. Licensor hereby grants to BSRA a nonexclusive, transferable license to use the Software subject to the following terms, conditions, and restrictions:

(1.) The license granted under this agreement authorizes BSRA to unlimited use of the Software in any machine-readable form on the single central processing unit (hereinafter referred to as "CPU"), or multiple central processing units controlled by a single operating system (together referred to as "CPU") designated by type, serial number, and location as follows:

TYPE:	
SERIAL NO.	
LOCATION	

(2.) If the CPU designated in paragraph A. becomes inoperative due to malfunction, preventive maintenance, or engineering changes, Software may be temporarily transferred to a backup CPU until the designated CPU is restored to operative status.

(3.) The BSRA acknowledges that Licensor considers Software to contain proprietary data and as such BSRA agrees that, during the term of this agreement and for a period of one year following termination of this agreement, to treat Software with the same degree of caution, care, and confidentiality as it treats its own proprietary information and in accordance with the provisions of this agreement, except that such obligations shall not extend to any information or technical data relating to Software which is now available to the general public or which later becomes available to the general public by acts not attributable to BSRA and its employees. All such proprietary data shall be so identified and marked by Licensor at the time it is conveyed to BSRA. Except as may be required for Licensee's own archival purposes, BSRA shall not knowingly make or allow others to make copies or reproductions of the Software in any form without written electronic consent of Licensor.

(4.) Use of Software shall be limited to work under Licensee's contract (#**89303321-CEM-000080**) with the Department of Energy (DOE), and any transfers are limited to DOE or successor contractors.

1.4. **ASSIGNMENT**

A. Neither this Subcontract Agreement nor any interest herein nor claim hereunder shall be assigned or transferred by either party except as expressly authorized by the other party in writing; provided, however, that this License, or any part hereof, may be assigned by BSRA to DOE or any designee of DOE without the permission of the Licensor, in which case written notice of such assignment shall be given to Licensor.

1.5. **TERMINATION FOR CONVENIENCE OF BSRA**

A. BSRA may, in its sole discretion, terminate this Agreement by written notice, in whole or in part, when BSRA determines it is in its best interest to do so. In such event, BSRA shall pay to Licensor any fees due under the terms of this Subcontract Agreement for Software licensed up to the date of termination, but shall have no further liability.

B. Either party may, by written notice to the other party, terminate this Subcontract Agreement in whole or in part without liability therefore if such other party fails to perform in accordance with any provision hereof; provided, however, that in the event of a termination under this paragraph B, the terminating party shall first have given the other party a written notice specifying the failure complained of and thirty (30) days to cure such failure.

C. In the event of termination of the Subcontract Agreement in whole or in part, BSRA will destroy or return to Licensor all affected Software and documentation and all copies thereof.

D. The rights and remedies of the parties under this clause are in addition to any other rights and remedies provided by law or specified elsewhere in this Subcontract Agreement to the extent such other rights and remedies are not inconsistent with the provisions hereof.

1.6. **DISPUTES**

A. Licensor shall not be entitled to and neither BSRA nor the Government shall be liable to the Licensor or its subtier subcontractors for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this Subcontract Agreement.

B. The Parties shall attempt to settle any claim or controversy arising from this Subcontract Agreement through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written electronic notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute that cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as

enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.

C. During the pendency of a dispute, the Licensor shall proceed diligently with performance of all terms of this Subcontract Agreement. The Licensor's consent to proceed shall not restrict or otherwise affect the Licensor's right to contest any claim.

1.7. **WARRANTY AND CORRECTION OF ERRORS**

A. For a period of one (1) year following the date of that the Software is first placed into service by BSRA or three (3) years after final payment, whichever first occurs, Licensor will warrant that the Software is free of defects and is fit for the purposes intended by BSRA and the Licensor shall provide BSRA with correction of errors found in the original Software. Such corrections shall be provided at no cost to the Licensee.

B. If Licensor is called upon by BSRA to undertake error exploration or correction, and such error is found to be caused by BSRA supplied data, modification of Software by BSRA, compiler or operating system characteristics, or any other cause not inherent in the original Software, Licensor may submit a proposal for adjustment in the Agreement price for such services at the Licensor's standard rate then in effect.

1.8. **TAXES**

A. The Licensor is not obligated to collect South Carolina sales or use tax from BSRA for the Subcontract Agreement amount. Therefore, the price established in this Subcontract Agreement shall not include any increment for South Carolina sales tax.

B. The Subcontract Agreement price includes all applicable Federal, State and local taxes and duties.

1.9. **SOUTH CAROLINA TAX REQUIREMENTS FOR NONRESIDENTS**

A. Non-resident subcontractors conducting a business or performing personal services of a temporary nature within South Carolina are required to register with the South Carolina Department of Revenue in accordance with Title 12 of the Code of Laws of South Carolina, sections 12-8-540 & 12-8-550. Proof of registration must be submitted to **bsrasuppliermgt@srnl.gov** and the BSRA Procurement Representative prior to award.

1.10. **UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)**

A. In the performance of this Subcontract Agreement, the Subcontractor is responsible for complying with the following requirements and for flowing down all requirements to subtier subcontractors.

B. The Subcontractor ensures that access to Unclassified Controlled Nuclear Information ("UCNI") is provided to only those individuals authorized for routing or special access (see DOE O 471.1B). Subcontractor may provide access to material or data containing UCNI utilized in the performance of this Agreement only to employees who are citizens of the United States.

C. The Subcontractor ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE O 471.1B. Any material or data containing UCNI that is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the BSRA Computer Security organization. Adherence to the Plan is required during the performance of this Agreement.

D. Material or data containing UCNI shall be disposed of in a manner as described in DOE O 471.1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner as described in DOE O 471.1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than ¼-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to the Subcontractor, the Subcontractor may return the UCNI matter to the STR/End User for disposition, with the prior approval of the STR/End User.

E. The Subcontractor shall report to the BSRA Security Office or the BSRA Procurement Specialist any incidents involving the unauthorized disclosure of UCNI.

F. If performance of work under this Subcontract Agreement results in the generation of unclassified documents that contain UCNI, the Subcontractor shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Subcontractor's Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.

G. If the Subcontractor has a formally designated Classification Officer, the Classification Officer-

(1.) Serves as a Reviewing Official for information under his/her cognizance;

(2.) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and subtier subcontractors and maintains a current list of all Reviewing Officials; and

(3.) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.

H. If the Subcontractor has no formally designated Classification Officer, the Subcontractor submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

1.11. **LIMITATION OF FUNDS**

Note: This section is applicable only if this license is partially funded.

A. Of the total price of this License, the sum of [$_____] is presently available for payment and allotted to this License. It is anticipated that additional funds will be allocated to the License in accordance with the following schedule until the total price of the License is funded: [insert schedule or Attach]

B. The Licensor agrees to perform or have performed work on this License up to the point at which, if this License is terminated pursuant to the Termination For Convenience of BSRA section of this License, the total amount payable by BSRA (including amounts payable for licenses and settlement costs) pursuant to the Termination For Convenience of BSRA section would, in the exercise of reasonable judgment by the Licensor, approximate the total amount at the time allotted to the License. The Licensor is not obligated to continue performance of the work beyond that point. BSRA is not obligated in any event to pay or reimburse the Licensor more than the amount from time to time allotted to the License, anything to the contrary in the Termination For Convenience of BSRA section notwithstanding.

C. Performance of Work

(1.) It is contemplated that funds presently allotted to this License will cover the work to be performed until [ENTER DATE].

(2.) If funds allotted are considered by the Licensor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Licensor shall notify BSRA in writing when within the next 60 days the work will reach a point at which, if the License is terminated pursuant to the Termination For Convenience of BSRA section of the License, the total amount payable by BSRA (including amounts payable for licenses and settlement costs) pursuant to the Termination For Convenience of BSRA article will approximate seventy-five (75) percent of the total amount then allotted to the License.

(a.) The notice shall state the estimated date when the point referred to in subparagraph C (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it.

(b.) The Licensor shall, sixty (60) days in advance of the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, advise BSRA in writing as to the estimated amount of additional funds required for the timely performance of the License for a further period as may be specified in the License or otherwise agreed to by the parties.

(3.) If , after the notification referred to in subdivision C (2) of this clause, additional funds are not allotted by the date specified in subparagraph C (2) of this clause, or an agreed date substituted for it, BSRA shall, upon the Licensor's written electronic request, terminate this License on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of BSRA section.

D. When additional funds are allotted from time to time for continued performance of the work under this License, the parties shall agree on the applicable period of Agreement performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract Agreement shall be modified accordingly.

E. If , solely by reason of BSRA's failure to allot additional funds in amounts sufficient for the timely performance of this License, the Licensor incurs additional costs or is delayed in the performance of the work under this License, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.

F. BSRA may at any time before termination, and, with the consent of the Licensor, after notice of termination, allot additional funds for this License.

G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of BSRA under the default section of this License. This clause shall become inoperative upon the allotment of funds for the total price of the work under this License except for rights and obligations then existing under this clause.

H. Nothing in this clause shall affect the right of BSRA to terminate this License pursuant to the Termination for Convenience of BSRA section of the License.

1.12. **PAYMENT BY ELECTRONIC FUNDS TRANSFER**

A. Methods of Payment

(1.) All payments by BSRA under this Subcontract Agreement shall be made by Electronic Funds Transfer ("EFT") except as provided in paragraph A.2 of this Article. As used in this Section, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2.) In the event BSRA is unable to release one or more payments by EFT, Licensor agrees to either:

(a.) Accept payment by check or some other mutually agreeable method of payment; or

(b.) Request BSRA to extend payment due dates until such time as BSRA makes payment by EFT.

B. Mandatory Submission of Licensor's EFT Information

(1.) Licensor is required to provide BSRA with the information required to make payment by EFT. Licensor shall provide this information directly to the office designated in this Subcontract Agreement, on forms provided by BSRA, no later than fifteen (15) days after award. If not otherwise specified in this Agreement, the payment office is the designated office for receipt of Licensor's EFT information. In the event the EFT information changes, Licensor shall be responsible for providing the updated information to the designated office.

C. Mechanisms for EFT Payment

(1.) BSRA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment

(1.) BSRA is not required to make any payment under this Agreement until after receipt, by the designated office, of the correct EFT payment information from Licensor. Until receipt of the correct EFT information, any invoice or Subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract Agreement.

(2.) If the EFT information changes after submission of correct EFT information, BSRA shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Licensor may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information

(1.) On the day payment on Licensor's invoice is due BSRA will issue instructions to its bank to transfer payment to Licensor, and will also send a FAX to Licensor explaining the details to support the payment. Licensor's shall issue electronically all invoices directly to Accounts Payable via the **ACCOUNTSPAY-BSRA@srnl.gov** email account. Licensor's shall include banking information on each invoice submitted to facilitate proper EFT.

(2.) Licensor shall include on the invoice:

(a.) the Licensor's name;

(b.) invoice date;

(c.) subcontract/purchase order number;

(d.) vendor invoice number;

(e.) account number;

(f.) any other identifying number agreed to by Agreement;

(g.) description (including, for example, subcontract line/subline number);

(h.) unit price and quantity of goods and services rendered per specific line item and line item sub-total cost;

(i.) subcontract name (where practicable);

(j.) title and telephone number;

(k.) other substantiating documentation or information required by the Agreement.

(3.) If there are invoice discrepancies, BSRA will relay to the Subcontractor the deficiencies in their invoice within ten (10) days of receipt of the invoice. The invoice will not be acted upon. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

F. Liability for Uncompleted or Erroneous Transfers

(1.) If an uncompleted or erroneous transfer occurs because BSRA used the Licensor's EFT information incorrectly, BSRA remains responsible for –

(a.) Making a correct payment; and

(b.) Recovering any erroneously directed funds

(2.) If an uncompleted or erroneous transfer occurs because Licensor's EFT information was incorrect, or was revised within thirty (30) days of BSRA release of the EFT payment transaction instructions to the bank, and –

(a.) If the funds are no longer under the control of the payment office, BSRA is deemed to have made payment and the Licensor is responsible for recovery of any erroneously directed funds; or

(b.) If the funds remain under the control of the payment office, BSRA shall not make payment and the provisions of paragraph D shall apply.

G. Overpayments

(1.) If Licensor becomes aware of a duplicate invoice payment or that BSRA has otherwise overpaid on an invoice payment, the Licensor shall immediately notify BSRA and request instructions for disposition of the overpayment.

1.13. **ACCEPTANCE OF TERMS AND CONDITIONS**

A. Subcontractor, by signing this Subcontract Agreement or delivering the items identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Subcontract Agreement incorporated by reference or attachment. BSRA hereby expressly objects to any terms and conditions contained in any acknowledgment of this Subcontract Agreement that are different from or in addition to those mentioned in this document. Failure of BSRA to enforce any of the provisions of this Subcontract Agreement shall not be construed as evidence to interpret the requirements of this Subcontract Agreement, nor a waiver of any requirement, nor of the right of BSRA to enforce each and every provision. All rights and obligations shall survive final performance of this Subcontract Agreement.

B. When the use of subtier subcontractors is determined to be applicable, the Subcontractor is responsible to flow down the technical and quality requirements deemed applicable for the activities within its defined scope of work, in accordance with referenced codes/standards/material specifications, or other requirements identified within the procurement documents included with this Subcontract Agreement package. The Subcontractor is furthermore responsible to flow down all applicable terms and conditions, including clauses, sections and articles incorporated by reference, to all subtier subcontractors, which includes verification that the subtier subcontractor has been appropriately qualified to perform the activities required to satisfy this procurement. The Subcontractor must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to BSRA upon request. This flow down is also required at all levels if the subtier subcontractor to the Subcontractor determines it to be necessary to subcontract further its parts of this Subcontract Agreement.

C. When NQA-1 is invoked as the governing quality standard, the Subcontractor and applicable subtier subcontractors shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determined to be applicable) as part of the Subcontract agreement. NQA-1 Part II will be invoked at the discretion of BSRA and will be detailed as part of the Subcontract agreement, and if invoked, must be flowed down from the Subcontractor to its applicable subtier subcontractors at all levels. If the Prime Subcontractor or its subtier subcontractors intends to upgrade materials by way of a Commercial Grade Dedication Process, BSRA must be notified of this intent and the Subcontractor's process verified and approved prior to dedicating any material associated with an BSRA procurement.

D. The BSRA Procurement Specialist is to be notified in writing, within five working days of any changes within your company as identified below:

(1.) Key quality personnel to include as a minimum:

(a.) Quality Assurance/Quality Control Manager

(b.) Assistant Quality Assurance/Quality Control Manager,

(c.) Other critical Quality Assurance/Quality Control personnel

(2.) Quality Assurance Program Revisions,

(3.) Subcontractor ownership transfers, buy-outs, change-of-control and

(4.) All identified Nonconformance or Corrective Action Reports associated with BSRA contracts including those issued concerning subtier subcontractors.

1.14. **CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.1B, REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL**

Regardless of the performer of the work, the Subcontractor is responsible for complying with the requirements of this Contractor Requirements Document (CRD). This flow down applies to subcontracts with a value of $5.5 million or more and with a period of performance of 120 days or longer.

Subcontractor and its subtier subcontractors must meet the following requirements.

A. GENERAL REQUIREMENTS.

(1.) Subcontractor, and its subtier subcontractors, must not deter or dissuade employees from notifying an appropriate authority of actual or suspected violations of law, rule or regulation (including criminal acts under Title 18 of the United States Code, Crimes and Criminal Procedure); gross mismanagement; a gross waste of funds; serious threats to environment, safety, and health; and abuse of authority relating to DOE programs, operations, facilities, contracts, or information technology systems. Appropriate authorities include but are not limited to the Office of Inspector General (OIG), a supervisor, an Employee Concerns office, general counsel, security officials, the U.S. Government Accountability Office, outside law enforcement agency such as the Federal Bureau of Investigation (FBI) or State/local police.

(2.) Subcontractor's employees, and its subtier subcontractors', employees are not expected to report allegations based on mere suspicion or speculation. When in doubt, officials are encouraged to contact a local OIG representative to determine whether reporting is necessary.

(3.) Individuals who contact the OIG are not required to reveal their identity to the OIG. However, persons who report allegations are encouraged to identify themselves in the event additional questions arise as the OIG evaluates or pursues their allegations. Confidentiality for DOE Federal employees is established by the Inspector General Act of 1978, section 7(b), which prevents the OIG from disclosing the identity of a DOE Federal employee who reports an allegation or provides information, without the individual's consent, unless the OIG determines that disclosure is unavoidable during the course of the investigation. Because of their unique role within DOE, the OIG also applies this provision to DOE facility management contractor employees. All others who report allegations are not automatically entitled to confidentiality. Such individuals may request confidentiality, which will be evaluated on a case-by-case basis.

(4.) Individuals who contact the OIG are encouraged to provide relevant and specific details of the issue, including the identity of the person, company, or organization alleged to have engaged in wrongdoing; a description of the alleged impropriety; the DOE facility and program affected by the alleged misconduct; Contract/Subcontract numbers; date(s) of alleged wrongdoing; how the complainant is aware of the alleged impropriety; the identity of potential witnesses; and the identity and location of supporting documentation.

(5.) The following issues are exempt from reporting to the OIG:

(a.) Threats of actual or imminent bodily injury or death (such as assault, arson, etc.). However, threats of actual or imminent bodily injury or death must be reported immediately to BSRA, site security, and Federal, State, or local law enforcement authorities in accordance with DOE or local site guidance.

(b.) Information about espionage. Information regarding espionage, including approaches made by representatives of other Governments for the commission of espionage or the collection of information, must be reported to the Department's Deputy Director of Counterintelligence and BSRA Counterintelligence.

(6.) The following issues may be reported to the OIG, but are routinely referred to other appropriate authorities:

(a.) Regulatory violations already submitted to or discovered by the Office of Enterprise Assessments;

(b.) Professional disagreements of opinion;

(c.) Non-compliance with internal office policies and procedures; policy disagreements;

(d.) Security infractions;

(e.) Employee grievances and disputes among employees;

(f.) Prohibited personnel practices;

(g.) Employee performance concerns, and minor conduct issues such as tardiness and other minor leave issues, insubordinate behavior and failure to follow instructions, and discourteous and unprofessional behavior;

(h.) Failure to pay legitimate debts;

(i.) Equal employment opportunity complaints (including sexual harassment complaints);

(j.) Classification appeals (related to both documents and personnel positions);

(k.) Theft of personal property; and

(l.) Off-duty conduct that does not involve DOE funds, programs, operations, facilities, subcontracts, or information technology systems.

B. Specific Contractor Requirements

(1.) In accordance with Federal Acquisition Regulation (FAR) clause 52.203-13, the Contractor/Subcontractor shall timely disclose, in writing, to the OIG whenever, in connection with the award, performance, or closeout of a DOE contract Or any subcontract thereunder, the Subcontractor has credible evidence that a principal, employee, agent, or subtier subcontractor of the Subcontractor has committed:

(a.) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the U.S. Code; or

(b.) A violation of the civil False Claims Act, found in Title 31 of the U.S. Code.

(2.) Notify Subcontractor's employees, and its subtier subcontractors' employees, annually of their duty to report actual or suspected violations of law, rule, or regulation outlined above.

(3.) Prominently display DOE OIG hotline posters within business segments performing work under a DOE Subcontract and at DOE work sites.

(4.) Subcontractor personnel and its subtier subcontractors' personnel with appropriate authority may gather additional information prior to reporting the matter to the OIG, provided:

(a.) relevant information and documents are not altered, destroyed or hidden, and

(b.) personnel are not influenced in their recollection of events or discouraged or prohibited from contacting, or cooperating with, the OIG.

(5.) With the exceptions of traffic violations and thefts of personal property, ensure that criminal allegations or offenses involving DOE funds, programs, operations, facilities, subcontracts, or information technology systems that are reported to an outside law enforcement agency such as the FBI or state/local police are reported to the OIG within 3 business days of making or becoming aware of such a report to ensure timely and appropriate coordination among law enforcement agencies with DOE jurisdiction.

(6.) Ensure that no nondisclosure policy, directive, form, or agreement is implemented or enforced that restricts Subcontractor's employees, and its subtier subcontractors' employees from reporting information about actual or suspected violations of law, statute, or regulation involving fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement to the OIG.

(7.) Ensure that no Subcontractor employee and/or any subtier subcontractor employee with authority takes or threatens to take any action against any Subcontractor employee and/or subtier subcontractor employee as a reprisal for making a whistleblower complaint or disclosing information in support of a whistleblower complaint to a supervisor, management official, the OIG or other appropriate authority.

(8.) Report to the OIG any credible evidence, including a credible statement from the alleged victim, that reprisal action is being or has been taken, or is threatened to be taken, against a Subcontractor employee and subtier subcontractor employee for making a complaint or disclosing information to a supervisor, management official, the OIG, or other appropriate authority.

1.15. **CONTRACTOR REQUIREMENTS DOCUMENT DOE O 221.2A, COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL**

The Subcontractor and its subtier subcontractors must meet the following requirements.

A. GENERAL REQUIREMENTS

(1.) Subcontractor must ensure that their employees and subtier subcontractors cooperate fully and promptly with requests from the Office of Inspector General (OIG) for information and data relating to DOE programs and operations.

B. SPECIFIC REQUIREMENTS

(1.) Subcontractor must ensure that all their employees and subtier subcontractors understand that they must:

(a.) comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements.

(b.) not impede or hinder another employee's or subtier subcontractor's cooperation with the OIG.

(c.) ensure that reprisals are not taken against DOE contractor or BSRA employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

1.16. **DOE O 486.1A, FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES**

Note: This section applies to Research & Development or Demonstration subcontracts, at any tier, to the extent necessary to ensure the Subcontractor's or subtier subcontractors' compliance with the requirements, where the Subcontractor's or subtier subcontractors' work within the scope of the Subcontract is performed on or at a Department of Energy of Energy (DOE)/National Nuclear Security Administration (NNSA) site/facility, including DOE/NNSA/contractor leased space.

A. Regardless of the performer of the work, the Subcontractor is responsible for complying with the requirements of this Section. The definitions found in Attachment 2 to DOE O 486.1A, referenced in and made a part of this Section, provide information applicable to subcontracts in which this Section is inserted. The Subcontractor is responsible for flowing down the requirements of this DOE Order and Section to subtier subcontractors, at any tier, to the extent necessary to ensure compliance. Subcontractor personnel participation in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk is prohibited. Subcontractor Employee participation in any Other Foreign Government Sponsored or Affiliated Activity is restricted.

(1.) The Subcontractor shall be required to complete a PF-249 Certification form prior to execution of a subcontract, including any subsequent modifications; and on a recurring annual basis.

(2.) In addition to the PF-249 Certification Form the Subcontractor shall immediately notify BSRA upon identification or notification it or any of its personnel/subtiers are involved with A Foreign Government Sponsored Talent Program or Other Government Sponsored or Affiliated Activity.

(3.) The Subcontractor shall cooperate with BSRA/DOE to determine if any disclosed or otherwise identified activity falls within the boundaries of prohibited and/or restricted activities.

(4.) Upon notification to BSRA of potential activity the Subcontractor recognizes it may be required to stop performance of work under the subcontract during the investigatory period until a final determination is made and/or approval is granted by DOE, including a decision on any exemption request. The Subcontractor specifically acknowledges that in the event it is required to delay performance of work as a result of compliance with this clause

1.17. **DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)**

The following is applicable in subcontracts which may involve making unclassified information about nuclear technology available to sensitive foreign nations

A. In connection with any activities in the performance of this subcontract, the Subcontractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this subcontract, relating to those countries, which may from time to time, be identified to the Subcontractor by written notice as sensitive foreign nations. The Subcontractor shall have the right to terminate its performance under this subcontract upon at least 45 days prior written notice to Battelle Savannah River Alliance, LLC (BSRA) Procurement Specialist if the Subcontractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under this subcontract as a result of such notification. If the Subcontractor elects to terminate performance, the provisions of this subcontract regarding Termination for the Convenience of shall apply.

B. The provisions of this section shall be included In any of Subcontractor's contracts/agreements with a subtier supporting Subcontractor's performance of this subcontract which may involve making unclassified information about nuclear technology available to sensitive foreign nations.

ARTICLE 2

ARTICLE APPLIES TO THE SUBCONTRACT UNLESS OTHERWISE SPECIFIED

2.1. **INCORPORATION BY REFERENCE**

A. INCORPORATION OF SPECIAL CONTRACT REQUIREMENTS (SECTION H), FAR, DEAR CLAUSES, AND DOE ORDERS AND DIRECTIVES

(1.) The Special Contract Requirements (Section H) of the BSRA Prime Government Contract **89303321-CEM-000080** ("Prime Government Contract"), Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulation Supplement (DEAR) clauses referenced below are incorporated herein, with the same force and effect as if they were given full text, and are applicable, including any notes following the clause citation, to this Subcontract.

(2.) The full text of any FAR or DEAR clause may be accessed electronically at the following addresses, respectively:

(a.) https://www.acquisition.gov/?q=browsefar

(b.) http://www.energy.gov/management/downloads/searchable-electronicdepartmentenergy-acquisition-regulation

(c.) The full text of any Section H clause may be accessed electronically at [https://www.energy.gov/srs/articles/battelle-savannah-river-alliance-llc-contract].

(3.) If the date or substance of any of the clauses listed in the Subcontract between Seller and BSRA or the date or substance of any clauses listed below is different than date or substance of the clause actually incorporated in the BSRA's Prime Contract No. 89303321-CEM-000080 referenced herein, the date or substance of the clause incorporated by said Prime Government Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Resolution of Disputes" clause of this Subcontract. Subcontractor shall flow down to its lower-tier subcontractors and suppliers all applicable Section H, FAR, or DEAR clauses and any other requirements of this Subcontract and applicable law so as to enable and ensure that BSRA and Subcontractor comply with all applicable requirements of BSRA's Prime Contract.

(4.) All clauses that are not applicable to performance of this Subcontract are self-deleting. For certain clauses, BSRA has provided language describing the circumstances in which the Section H, FAR, or DEAR clauses apply to this Subcontract. This parenthetical language may not encompass all situations where the Section H, FAR, or DEAR clauses apply and Subcontractor is responsible for confirming whether the Section H, FAR, or DEAR Clauses are applicable to this Subcontract.

(5.) It is intended by the Parties that these Section H, FAR, or DEAR clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to BSRA, and to ensure Subcontractor's obligations to BSRA and to the Government, and to enable BSRA to meet its contractual obligations to the Federal Government.

2.2. **GOVERNMENT SUBCONTRACT**

A. This Subcontract is entered into by the parties in support of a U.S. government contract.

B. Where necessary to derive the proper meaning under any applicable FAR and DFARS clauses, the terms as used in the FAR and DEAR clauses referenced below, as applicable, have the following meaning:

(1.) "Commercial item" means a commercial item as defined in FAR 2.101.

(2.) "Contract" means this Subcontract.

(3.) "Contracting Officer" means the BSRA's Procurement Specialist.

(4.) "Contractor" and "Offeror" means the Seller, which is the party identified on the face of the Subcontract with whom BSRA is contracting, acting as the immediate subcontractor to BSRA.

(5.) "FAR" means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.

(6.) "Incumbent" or "previous contractor" means Savannah River Nuclear Solutions, LLC or SNRS, the company that performed as the contractor under the predecessor DOE M&O prime contract.

(7.) "Laboratory" or "Savannah River National Laboratory" or "SRNL" means the subject contract performance site composed of Government-owned and leased buildings and research facilities.

(8.) "Prime Contract" means the M&O contract between the U.S. government and Battelle Savannah River Alliance, LLC Contract No. 89303321-CEM-000080.

(9.) "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Subcontract.

C. As an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

(1.) when a right, act, authorization or obligation can be granted or performed only by the Government or a Government Contracting Officer or his/her duly-authorized representative;

(2.) in the phrases "Government Property," "Government-Furnished Property," "Government Furnished Material," and "Government-Owned Property;"

(3.) in the Patent Rights clauses incorporated therein, if any;

(4.) when title to property is to be transferred directly to the Government;

(5.) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Subcontract; and

(6.) where specifically modified in this Subcontract.

D. Substitute the following party names in all FAR and DEAR clauses, as applicable:

(1.) "BSRA" for "agency," "government," "Department of Energy," "DOE," "Department," or "United States;" [or similar term];

(2.) "BSRA Subcontracting Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO;" and

(3.) "Supplier" or "Subcontractor" for "Contractor" or "offeror."

E. Any communication/notification required under a FAR or DEAR clause from/to the Contractor to/from the Contracting Officer shall be made through BSRA, unless otherwise indicated.

2.3. **AMENDMENT REQUIRED BY PRIME CONTRACT**

A. The Parties hereby agree to amend this Section to include any additional or revised FAR/DEAR Clauses incorporated in BSRA's Prime Contract that are applicable to the performance of this Subcontract. Subcontractor agrees that, upon the request of BSRA, it will negotiate in good faith with BSRA relative to amendments to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as BSRA may reasonably deem necessary in order to comply with the provisions of the BSRA Prime Contract or with the provisions of amendments to the BSRA Prime Contract. If any such amendment to this BSRA causes an increase or decrease in the cost of, or the time required for, performance of any part of the Services under this Subcontract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Subcontract.

2.4. **SECTION H SPECIAL CONTRACT REQUIREMENTS OF BSRA PRIME GOVERNMENT CONTRACT**

A. CLAUSES INCORPORATED BY REFERENCE

(1.) The following Section H clauses apply to this Subcontract:

H.08 DOE-H-7009	ADDITIONAL DEFINITIONS (SEP 2017)
H.14 DOE-H-7016	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS (SEP 2017)
H.26 DOE-H-7025	LABOR RELATIONS (SEP 2017) (REVISED)
H.29 DOE-H-7028	LOBBYING RESTRICTION (SEP 2017)
H.30 DOE-H-7029	INTELLECTUAL AND SCIENTIFIC FREEDOM (SEP 2017)
H.45 DOE-H-2021	WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)
H.50 DOE-H-2045	CONTRACTOR COMMUNITY COMMITMENT (OCT 2014)
H.53 DOE-H-2053	WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)
H.56 DOE-H-2064	USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD-PARTY SERVICES – ALTERNATE II (OCT 2014)

H.57 DOE-H-2066	SAFEGUARDS AND SECURITY PROGRAM – ALTERNATE 1 (OCT 2014)
H.67 DOE-H-2062	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014) (applicable to all subcontracts that contain FAR 52.204- 9, Personal Identity Verification of Contractor Personnel)
H.68 DOE-H-2063	CONFIDENTIALITY OF INFORMATION (OCT 2014)

(2.) The following Section H clauses apply to this Subcontract as indicated:

H.07 DOE-H-7008	PRIVACY ACT RECORDS (SEP 2017) (applicable to services subcontracts and Subcontracts requiring "Systems of Records" for individuals)
H.32 DOE-H-7031	INFORMATION TECHNOLOGY ACQUISITIONS (SEP 2017) (applicable to information technology acquisitions)

(3.) The following Section H clauses in Full Text Apply to the Subcontract:

H.51 DOE-H-2048	PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)
H.66	N/A WITHDRAWAL OF WORK
H.84	H.84 Contractor's Obligations Regarding Funding Opportunity Announcement DE-FOA-0003612 Genesis Mission (July 2026) [MOD 213] (Full Text Shall be Attached to Subcontract When Applicable) (Applicable to Subcontracts whose funding is attributed to the Genesis Mission)

2.5. **FEDERAL ACQUISITION REGULATION (FAR) FLOWDOWNS**

A. CLAUSES INCORPORATED BY REFERENCE

(1.) The following FAR clauses apply to this Subcontract:

FAR 52.202-1	DEFINITIONS (NOV 2013)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-18	COMMERCIAL AND GOVERNMENTENTITY CODE MAINTENANCE (JUL 2016) [applicable to all subcontractors in accordance with the security requirement under FAR 52.204-2/DEAR 952.204-2, as indicated in subsection (f)]
FAR 52.204-19	"INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)" [(applicable to all subcontractors, notwithstanding particular subcontract type, unless subcontractor is not required to maintain SAM registration and CAGE codes)]
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (AUG 2019)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
FAR 52.211-15	"DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008) (applicable to all subcontracts that are rated orders under DPAS)
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019) (Sub-section (h) of this clause only applies if the contract is for supplies, other than commercially available off -the-shelf items, acquired outside the United States, or services to be performed outside the United States; and has an estimated value that exceeds $550,000.)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUN 2020) (consider flowing down to all subcontractors, notwithstanding particular subcontract type)
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (This clause applies to contracts in which subcontractor is a small business concern.)

FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)
FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

(2.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds the micro-purchase threshold (as defined in FAR 2.101):

FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(3.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds the simplified acquisition threshold (as defined in FAR 2.101):

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS ANDREQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (This clause does not apply to contracts that are [1] only for work that will be performed outside the United States; [2] for a period of performance of less than 120 days; or [3] only for—(a) Commercially available off-the- shelf ("COTS") items; (b) items that would be COTS items, but for minor modifications [as defined at paragraph (3)(ii) of the definition of "commercial item" at 2.101]; (c) items that would be COTS items if they were not bulk cargo; or (d) Commercial services that are part of the purchase of a COTS item [or an item that would be a COTS item, but for minor modifications], performed by the COTS provider, and are normally provided for that COTS item.)

(4.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $10,000:

FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(5.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $25,000:

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(6.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $30,000:

FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRSTTIER SUBCONTRACT AWARDS (OCT 2018) (This clause applies if this Subcontract is a first-tier subcontract award that exceeds $30,000)

(7.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $35,000:

FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(8.) The following FAR clauses apply to this Subcontract, if the value of this Subcontract exceeds $150,000:

FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (This clause applies unless the work is performed outside the United States by employees recruited outside the United States, or waived by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor or the head of the agency the prime contract supports.)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (This clause applies to contracts containing the provision at FAR 52.222-35.)

FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(9.) The following FAR clauses apply if the value of the Subcontract exceeds $750,000:

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (DEVIATION) (Not applicable if subcontractor is a small business concern)

(10.) The following FAR clauses apply to this Subcontract as indicated:

FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (This clause applies if the contract is expected to exceed $6 million and the performance period is 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014) (This clause applies when subcontractor's employees may require routine physical access to a Federally-controlled facility and/or routine access to Federally-controlled information system.)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (This clause applies to contracts in which subcontractor may have federal contract information residing in or transiting through its information system.)
FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (Applies if the Subcontract is subject to the Service Contract Labor Standards statute)
FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (This clause applies to contracts that are subject to the Service Contract Labor Standards statute, or the Wage Rate Requirements [Construction] statute, and are to be performed in whole or in part in the United States.)
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (This clause applies to contracts that are subject to the Service Contract Labor Standards statute, or the Wage Rate Requirements [Construction] statute, and are to be performed in whole or in part in the United States.)
FAR 52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)
FAR 52.224-3	PRIVACY TRAINING (JAN 2017) (This clause applies to contracts under which subcontractor employees will [1] have access to a system of records; [2] Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or [3] Design, develop, maintain, or operate a system of records.)
FAR 52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014) (Applicable if the Subcontract indicates the Buy American Act applies).
FAR 52.245-1	GOVERNMENT PROPERTY (JAN 2017) (This clause applies to all cost-reimbursement and time-and-material type contracts; fixed-price contracts when the Government will provide Government property; and contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.)
FAR 52.247-64	PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAGCOMMERCIAL VESSELS (FEB 2006) (This clause applies to contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954.)

2.6. **DEPARTMENT OF ENERGY ACQUISITION REGULATIONS SUPPLEMENT (DEAR) FLOWDOWNS**

A. CLAUSES INCORPORATED BY REFERENCES

(1.) The following DEAR clauses apply to this Subcontract:

DEAR 952.202-1	DEFINITIONS (FEB 2011)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2010)
DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)
DEAR 970.5225-1	COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)
DEAR 970.5227-6	PATENT INDEMNITY – SUBCONTRACTS (DEC 2000)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)
DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)

(2.) The following DEAR clauses apply to this Subcontract, if the value of this Subcontract exceeds the simplified acquisition threshold (as defined in FAR 2.101):

DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE (AUG 2009) (applies when subcontract performance will involve advisory and assistance services, as defined in FAR 2.101.)
DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002) (DEVIATION)
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION)

(3.) The following DEAR clauses apply to this Subcontract as indicated:

DEAR 952.204-2	SECURITY (AUG 2016) (applicable to all subcontracts that will require subcontractor employees to possess access authorizations)
DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997) (applicable to all subcontracts that require or may require access to classified information.)
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011) (applicable to all subcontracts that may involve making unclassified information about nuclear technology available to sensitive foreign nations.)
DEAR 952.204-77	COMPUTER SECURITY (AUG2006) (applicable to all subcontracts that may provide access to computers owned, leased or operated on behalf of the DOE.)
DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008) (applies if the subcontract is rated under DPAS)
DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY SUBCONTRACT (AUG 2016) (applies when subcontract performance may involve the risk of public liability as defined in Atomic Energy Act that (i) arises out of or in connection with the activities under the contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.)
DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION) (applies to all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves arisk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its f low-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area(as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.).
DEAR 970-5227-1	RIGHTS IN DATA - FACILITIES (use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy)
DEAR 970.5227-2	RIGHTS IN DATA-TECHNOLOGY TRANSFER (DEC 2000) (DEVIATION) (Applies all subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for

	production or delivery of data in accordance with the policy and procedures of FAR Part 27.)
DEAR 970.5227-10	PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002) (ALTERNATES I AND II) (DEVIATION) (This clause will only be included in the contract if the awardee is a nonprofit organization or small business contractor.)
DEAR 970.5227-12	PATENT RIGHTS—MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, ADVANCE CLASS WAIVER (DEC 2000) ALTERNATE I (Applies if either DEAR 952.227-11 or 952.227-11 is included in the subcontract.)
DEAR 952.227–11	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 1995) (applies if subcontractor is non-profit organization or small business firm subcontract and the subcontract is for experimental, developmental, demonstration or research work).
DEAR 952.227–13	PATENT RIGHTS—ACQUISITION BY THE GOVERNMENT (SEP 1997) (applies if subcontractor is other than non-profit organizations and small business firms and the subcontract is for experimental, developmental, demonstration or research work.)

2.7. **LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A) / DOE DIRECTIVES (LIST B)**

A. Pursuant to DOE-H-7017 Application of DOE Contractor Requirements Documents (SEP 2017) and, DEAR 970.5204-2 Laws, Regulations, as incorporated into this Subcontract, the following list of applicable laws and regulations (List A)/DOE Directives (List B).

(1.) In addition to any other provisions in this Subcontract, Subcontractor agrees that it will comply with the all applicable laws and regulations and DOE directives. The DOE directives can be located electronically at https://www.directives.doe.gov/.

(2.) Subcontractor acknowledges that the DOE Directives made applicable to the performance of this Subcontract shall be identified on the face of the purchase order, subcontract, or ordering document issued by BSRA to the Subcontractor.

B. The federal, state, and local regulations found in the BSRA Prime Contract in the Section H clause entitled, DOE-H-7017 Application of DOE Contractor Requirements Documents, and Section I clause entitled, DEAR 970.5204-2 Laws, Regulations, and DOE directives, which have been incorporated in this Subcontract, constitute List A Applicable Federal, State, and Local Regulations. Omission of any applicable law or regulation from the Prime Contract and this Subcontract does not affect the obligation of the Subcontractor to comply with such law or regulation.

C. List B below contains a list of applicable DOE directives, followed by a list of implementing documents, that are required for this Subcontract. The DOE directives contain requirements relevant to the scope of work under this Subcontract. In most cases, the requirements applicable to the Subcontractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Subcontractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

D. The BSRA Contracting Officer may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the document titled, "BSRA PRIME CONTRACT DOE DIRECTIVES (LIST B)". The document can be found on the SRNL external web page. Use the following URL (https://www.srnl.gov/procurement).