



University of California
Lawrence Berkeley National Laboratory

GENERAL PROVISIONS FOR COST REIMBURSABLE SUBCONTRACTS

INDEX

1. DEFINITIONS
2. SCOPE OF SUBCONTRACT
3. OPERATING ASSURANCE
4. KEY PERSONNEL
5. BASIS OF AGREEMENT
6. TRAVEL
7. INDEMNIFICATION
8. PRICING OF ADJUSTMENTS
9. WITHHOLDING OF PAYMENT
10. ASSIGNMENTS
11. FORCED, CONVICT, AND INDENTURED LABOR
12. WALSH-HEALEY PUBLIC CONTRACTS ACT
13. DISPUTES
14. NOTICES - INABILITY TO PERFORM LITIGATION AND CLAIMS
15. COST ACCOUNTING STANDARDS LIABILITY
16. WORKER SAFETY AND HEALTH
17. INJURY REPORTING
18. RELEASE OF INFORMATION
19. LAWS AND REGULATIONS
20. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE
21. CLAUSES INCORPORATED BY REFERENCE

CLAUSE 1 - DEFINITIONS

As used herein, the following terms shall have the indicated meanings:

- "Government" means the United States Government;
"DOE" means the U. S. Department of Energy;
"University" means The Regents of the University of California, acting through the LBNL;
"LBNL" means the Lawrence Berkeley National Laboratory;
"Patent Counsel" means the DOE Patent Counsel.
"Subcontract" means this Subcontract with the University;
The term "Subcontractor" means the party who has entered into this Subcontract with the University;
The lower case term "subcontractor" means the Subcontractor's subcontractor(s).

CLAUSE 2 - SCOPE OF SUBCONTRACT

The scope of the Subcontract shall be limited to the acquisition of supplies, services, or research, development, or demonstration work, on a cost reimbursable basis from other than educational institutions or nonprofit organizations.

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

CLAUSE 3 - OPERATING ASSURANCE

The Subcontractor bears primary responsibility for the research to be conducted under the Subcontract. The Subcontractor shall use its best ability, skill and care in the performance of work. Specifically, the Subcontractor shall be responsible for the professional quality, technical accuracy and the coordination of all data, reports, documentation and other services furnished by the Subcontractor under this Subcontract.

CLAUSE 4 - KEY PERSONNEL

The Subcontractor's Principal Investigator or Representative shall: (a) devote a reasonable amount of time to the work; (b) be closely involved and continuously responsible for the conduct of the work; (c) not be replaced unless approved by LBNL; and (d) will advise LBNL if she/he will devote substantially less effort to the subcontract than anticipated.

inform the LBNL Procurement Specialist and the Technical Coordinator of such reassignments within (5) working days. A replacement individual shall be assigned by the Subcontractor and approved by the LBNL Coordinator within ten (10) working days. If an acceptable individual is not identified; LBNL reserves the right to terminate this Subcontract.

CLAUSE 5 - BASIS OF AGREEMENT

The Subcontractor undertakes to provide research and/or services to the LBNL based on the position(s), knowledge, education, experience(s), and/or publication(s) described in the Subcontractor's proposal to LBNL. LBNL acknowledges and accepts these credentials and statements based, on the data contained in said proposal as a sufficient basis for entering into this Subcontract with the Subcontractor.

CLAUSE 6 - TRAVEL

This Subcontract may include the estimated cost of round-trip travel deemed necessary by the LBNL Technical Coordinator. Only actual travel costs will be paid, and any such costs must be paid in accordance with the Federal Travel Regulations and Berkeley Laboratory Travel policies, attached as needed.

CLAUSE 7 - INDEMNIFICATION

Subcontractor hereby agrees to defend, indemnify, and hold the University, the DOE, and their respective officers, agents, and employees harmless from and against any and all claims, demands, fines, judgments, awards, and lawsuits for liability for damages for personal injury, bodily injury (including death), and damage to property (including the loss of use thereof) arising out of Subcontractor's performance of this order, except for such claims, demands, fines, judgments, awards, and lawsuits, which result from the sole negligence or the willful misconduct of the University, the DOE, and/or their respective officers, agents, and/or employees.

CLAUSE 8 - PRICING OF ADJUSTMENTS

When costs (including fixed fee) are a factor in any determination of a Subcontract price adjustment pursuant to the "changes" clause or any other provision of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by DEAR Part 931 (48 CFR Part 931) in effect on the date of this Subcontract.

## **CLAUSE 9 - WITHHOLDING OF PAYMENT**

*(If the Subcontract is Cost-Reimbursable (No Fee))*

Anytime before final payment of the amount of this Subcontract, the LBNL Procurement Specialist may, if he or she deems such action warranted, withhold payment until a reserve not exceeding \$50,000 or 5% of the amount (1% of the amount shall be withheld if the subcontractor is a non-profit organization) of this subcontract, whichever is less, shall have been set aside.

The retention or balance shall be withheld until the LBNL Procurement Specialist has determined that the Subcontractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required under the subcontract.

The retention amount under this Subcontract shall not be released before the Subcontractor delivers to the LBNL Procurement Specialist all disclosures of subject inventions and any other information or reports required by the Patent Rights clause, and the DOE Patent Counsel has issued a patent clearance certification to the LBNL Procurement Specialist. The LBNL Procurement Specialist may, in his or her discretion, decrease or increase the sums withheld up to the maximum authorized above.

The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the University of Government under this Subcontract. The Subcontractor shall include the Patent Rights clause of these General Provisions, regardless of tier, as appropriate.

## **CLAUSE 10 - ASSIGNMENTS**

This Subcontract may be assigned by the University to the U.S. Government or a successor-in-interest to the University.

Except as to assignment of payment due hereunder, the Subcontractor shall have no right, power or authority to sell, mortgage, transfer or assign this Subcontract, any portion hereof, any interest herein or any claim hereunder, nor allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University

## **CLAUSE 11 - FORCED, CONVICT, AND INDENTURED LABOR**

(a) By signing or accepting this Subcontract, the Subcontractor hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this subcontract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

(b) Any Subcontractor subcontracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a subcontract pursuant to the above, may have any or all of the following sanctions imposed:

(1) The subcontract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.

(2) The Subcontractor may be removed from consideration for University subcontracts for a period not to exceed 360 days.

## **CLAUSE 12 - WALSH-HEALEY PUBLIC CONTRACTS ACT**

If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35 through 45), there are hereby incorporated by reference all stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

## **CLAUSE 13 - DISPUTES**

Except as otherwise provided in this Subcontract, any dispute concerning a question of fact arising under this Subcontract, shall be decided by the UC/LBNL Chief Financial Officer, or designee. Such decision shall be reduced to writing and a copy thereof mailed or otherwise furnished to the Subcontractor. Within 30 days after date of receipt of such copy, Subcontractor may notify the University in writing of its disagreement with the University's decision and, in the absence of such notice, the University's decision shall be final. The Subcontractor may pursue any right or remedy it may have, at law or in equity, in any court of competent jurisdiction. Pending resolution of such action, the Subcontractor shall proceed diligently with the performance of the Subcontract in accordance with the University's decision.

## **CLAUSE 14 - NOTICES - INABILITY TO PERFORM; LITIGATION AND CLAIMS**

The Subcontractor shall give the University's Procurement Specialist immediate notice 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.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract, it shall immediately notify the University's Procurement Specialist in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

## **CLAUSE 15 - COST ACCOUNTING STANDARDS LIABILITY**

Reference is made to the clause entitled "Cost Accounting Standards," of this Subcontract. Notwithstanding the provisions of that clause, or of any other provision of this Subcontract, the Subcontractor shall be liable to the University 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 lower-tier subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

## **CLAUSE 16 - WORKER SAFETY AND HEALTH**

*(Applicable when the subcontract involves work to be performed on a University or Government site.)*

The Subcontractor and its lower-tier subcontractors performing work at an LBNL worksite are subject to the DOE *Worker Safety and Health Program* regulation of Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851), and shall perform the work in compliance with the *LBNL Health and Safety Manual*, available at <http://www.lbl.gov/ehs/pub3000/>, which implements the requirements of 10 CFR 851, and in compliance with their Cal/OSHA mandated Injury and Illness Prevention Plan (IIPP) or equivalent and all other LBNL safety procedures and policies communicated to the Subcontractor. The Subcontractor is responsible for ensuring that its lower tier subcontractors comply with these requirements. Violations of these requirements may subject the Subcontractor and its lower tier subcontractors to civil penalties.

The Subcontractor shall ensure that all workers requiring unescorted/unbadged access to the LBNL site complete the on-line *General Employee Radiation Training* (GERT). The on-line training is available at: <http://ehswprod.lbl.gov/EHSTraining/GERT/default.asp>. A GERT booklet is available at the Site Access office in Building 65B and at: [http://www.lbl.gov/ehs/html/training\\_pdf/GERT\\_PDFONLY.pdf](http://www.lbl.gov/ehs/html/training_pdf/GERT_PDFONLY.pdf).

## **CLAUSE 17 – INJURY REPORTING**

*(Applicable to Subcontractors with ten or more employees working at University or Government-owned sites or facilities [herein called LBNL Site] except for work involving construction and contract labor when Subcontractor's employees receive specific task assignments from University employees.)*

(a) Subcontractor shall report all injuries to Subcontractor's employees that qualify for inclusion on Subcontractor's Cal-OSHA log to the University within 10 days of occurrence of the injury. Subcontractor shall furnish a copy of its supplemental injury report form (OSHA form 101 or equivalent) for each such case. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109. In addition, serious injuries resulting in death or hospitalization shall be reported by telephone immediately to the LBNL Health Services Receptionist, (510) 486-6266.

(b) Subcontractor shall report to the University the hours worked by Subcontractor's employees on the LBNL Site on a quarterly basis. For each quarter, the hours worked shall be reported in writing no later than the 10th day of the month following the end of the quarter. This report shall be mailed to the LBNL SAAR Office, Health Services, MS 26-109.

## **CLAUSE 18 - RELEASE OF INFORMATION**

The Subcontractor agrees that information regarding this Subcontract and the name of the University, LBNL, or the Government shall not be used, in any publications, news releases, advertising, speeches, technical papers, photographs and other releases of information, without prior written approval from the University's Procurement Specialist.

## **CLAUSE 19 – LAWS AND REGULATIONS**

The Subcontractor and its employees and subcontractors shall at all times comply with all applicable state and federal laws, ordinances, statutes, codes, rules, and regulations, including, but not limited to, those relating to wages, hours, employment discrimination, immigration, and safety (including OSHA).

## **CLAUSE 20 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Subcontract shall consist of the Subcontract document (including any signature page and schedule of articles), these General Provisions, and any other referenced or incorporated clauses, provisions, and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Provisions, including the FAR and DEAR clauses listed in the clause entitled *Clauses Incorporated by Reference*; (c) any specifications; (d) other documents listed in the Subcontract Article entitled *Incorporated Documents*, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, and documents.

## **CLAUSE 21 - CLAUSES INCORPORATED BY REFERENCE**

The FAR and 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 the University's Purchase Order or Subcontract (hereinafter "Subcontract") as prescribed below. As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who entered into the Subcontract with the University; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.215-2, 52.227-1 & Alt. I, 52.227-2, 52.227-3, 52.227-14, and 52.227-19, and DEAR clauses 952.227-13, and 970.5232-3, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-05CH11231 with the University. As used in FAR clause 52.245-1, the terms "Government" and "Contracting Officer" shall mean the University, except with respect to title. As used in

DEAR clauses 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE and the University. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

### **THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:**

DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the Subcontract involves any work at a DOE-owned or leased facility.
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (See list at: <a href="http://www.lbl.gov/ufva">www.lbl.gov/ufva</a> )
DEAR 970.5208-1	PRINTING (DEC 2000), if printing is required under the Subcontract.
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002), as modified by Alternate II of DEAR 952.216-7. If the Subcontract is with a state or local government, substitute "Subpart 31.7" for "Subpart 31.2" in paragraph (a).
FAR 52.216-8	FIXED FEE (MAR 1997), if the Subcontract is cost-reimbursable (fixed fee).
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007) Note: Download the EEO Poster at: <a href="http://www.dol.gov/esa/ofccp/regs/compliance/posters/ofccpost.htm">http://www.dol.gov/esa/ofccp/regs/compliance/posters/ofccpost.htm</a>
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (APR 2006)
DEAR 970.5223-2	AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with Alternate I (JUL 1995). Applies if the Subcontract involves the delivery or on-site use of any hazardous materials.
FAR 52.225-1	BUY AMERICAN ACT - SUPPLIES (JUN 2003)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995), if "royalties" are paid under the Subcontract by the Subcontractor or a subcontractor at any tier.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007), with Alternate V, and DEAR 927.409 paragraphs (a) and (d)(3).  Applies if any "data" will be produced, furnished, or acquired under the Subcontract.  If delivery of Restricted Computer Software is required, then Alternate III shall apply.  If delivery of Limited Rights Data is required, then Alternate II shall apply, with the following five purposes added at the end of paragraph (a) of the clause:  <ol style="list-style-type: none"><li>1. Use (except for manufacture) by other contractors;</li><li>2. Evaluation by non-government evaluators;</li><li>3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific subcontracts is a part, for information and use in connection with the work performed under each subcontracts;</li><li>4. Emergency repair or overhaul work; and</li><li>5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.</li></ol>

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007). Applies if the Subcontract involves is for the acquisition of commercially available computer software.

DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994), if the Subcontract is based upon a technical proposal.

DEAR 970.5229-1 STATE AND LOCAL TAXES (DEC 2000)

FAR 52.232-20 LIMITATION OF COST (APR 1984), if the Subcontract is a fully funded, cost-reimbursement Subcontract.

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), if the Subcontract is incrementally funded

FAR 52.242-15 STOP-WORK ORDER (AUG 1989), with Alternate I (APR 1984).

FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987). No Alternates if only supplies are furnished. Use Alternate I (APR 1984) for services when no supplies are furnished. Use Alternate II (APR 1984) for services when supplies are also furnished.

FAR 52.244-2 SUBCONTRACTS (JUN 2007), with Alternate I (JUN 2007). Paragraph (e) insert regarding consent is: "Any subcontract or purchase order exceeding \$100,000 for supplies or services that are not a "commercial item" as defined in FAR 2.101 or for any work at an LBNL-controlled site."

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

FAR 52.245-1 GOVERNMENT PROPERTY (JUNE 2007)

FAR 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001), if the Subcontract is primarily for supplies.

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984), if the Subcontract is primarily for services.

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006), if the Subcontract involves ocean transportation of supplies other than "commercial items"

FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007), if the Subcontract is principally for the furnishing of services through the use of "service employees" unless the Subcontract qualifies for class deviation under Section 4(b) of the McNara-O'Hara Service Subcontract Act.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

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

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006). Use Alternate I (OCT 1995) if the Subcontract is for "commercial items".

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995), unless the Subcontract is for "commercial items," 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 (SEP 2007)

DEAR 952.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1997), if the Subcontract is for advisory and assistance services, engineering or technical consulting, management support or professional services, or other services or activities where an OCI may exist or arise. The period of ineligibility shall be five years.

FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JULY 2005), if the Subcontract involves mechanics or laborers and is for other than "commercial items".

FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006), if the Subcontract value is \$100,000 or greater.

FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006), if the Subcontract value is \$100,000 or greater.

FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)  
Note: Download the "Beck" Poster at: <http://www.dol.gov/esa/olms/regs/compliance/osterpg.htm>

FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) Applies only if the Subcontract is not for research, development or demonstration work.

DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (JUN 2007)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

FAR 52.227-3 PATENT INDEMNITY (APR 1984), if commercial supplies are furnished under the Subcontract.

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003), if the Subcontract involves international air transportation

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

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007), with Alternate I (APR 1984)

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT (MAY 2001), in place of Clauses 52.246-3 or 52.246-5

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987) Applies to all Subcontracts except those with Universities or Colleges under \$500,000.

DEAR 952.227-11 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM), if the Subcontractor is a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301.

DEAR 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997), if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined in FAR 27.301

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

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007), if the Subcontract exceeds \$550,000, unless the Subcontractor is a small business or there are no subcontracting possibilities

FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998), unless the Subcontractor certifies that it is eligible for and elects to use modified CAS-coverage

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998), if the Subcontractor certifies that it is eligible for and elects to use modified CAS-coverage

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (AUG 2005)

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

DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

**END OF GENERAL PROVISIONS**

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

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997), if cost or pricing data is required.

FAR 52.215-11 PRICING REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997), if cost or pricing data is required.

FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)