

### **3.13.2 Security Requirements-Classified Contracts - Alternate I (February 2003)**

If a cost contract for research and development with an educational institution is contemplated, add the following paragraphs (e), (f), and (g) to the basic clause- "Security Requirements - Classified Contracts."

(e) If a change in security requirements, as provided in paragraphs (b) and (c), results in:

(1) a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or

(2) more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classification or requirements.

If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.

(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.

(g) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed,

(1) the application to this contract of the change in security classification or requirements has not been withdrawn, or

(2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract 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.

**(End of clause)**

### **PRESCRIPTION**

Shall be used in RFI/RFP's and contracts for research and development with an educational institution when the contract requires access to information that is classified as "Confidential", or "Secret", or "Top Secret".