

**SANDIA CORPORATION
SF 6432-EI (12-99)
SECTION II**

**STANDARD TERMS AND CONDITIONS FOR ALL COST REIMBURSEMENT OR ORDERING
AGREEMENTS WITH EDUCATIONAL INSTITUTIONS**

THE FOLLOWING CLAUSES APPLY TO THIS CONTRACT AS INDICATED UNLESS SPECIFICALLY DELETED, OR EXCEPT TO THE EXTENT THEY ARE SPECIFICALLY SUPPLEMENTED OR AMENDED IN WRITING IN THE COVER PAGE OR SECTION I.

EI10 – DEFINITIONS

The following terms shall have the meanings set forth below for all purposes of this Contract:

- (a) **SANDIA** means Sandia Corporation, the management and operating Contractor of Sandia National Laboratories for the United States Department of Energy under Contract No. DE-AC04-94AL-85000
- (b) **SCR** means Sandia Contracting Representative, the only person authorized to execute and/or administer this Contract on behalf of Sandia or the authorized successor to such person.
- (c) **GOVERNMENT** means the United States of America.
- (d) **DOE** means the United States Department of Energy, the Secretary of Energy, or any duly authorized representative of the Secretary.
- (e) **CONTRACTOR** means the Seller or the other party to the Contract with Sandia
- (f) **COMMERCIAL ITEM and/or COMMERCIAL COMPONENT** means items or components as defined in FAR 52.202-1 (b) and/or (c).

EI11 - ASSIGNMENT

This Contract is assignable by Sandia to the Government or its designee. The Contractor may not assign any of the work to be performed, in whole or in part, or any other interest hereunder without Sandia's advance written consent. The Contractor may make an assignment confined solely to moneys due or to become due only to the extent that such assignment does not attempt to impose upon Sandia obligations to the assignee other than the payment of such moneys. No assignment by the Contractor shall have any effect on Sandia's right to off set any Sandia claim from any Contract with Contractor against any other Contract with Contractor.

EI12 - RELEASES VOID

Sandia's and the Government's representatives shall not be required to waive or release any personal rights in connection with any visits to Contractor's premises and Contractor agrees that no such waiver or release shall be pleaded by Contractor in any action or proceeding.

EI13 - SANDIA DELEGATED REPRESENTATIVES (SDR)

The SCR may delegate personnel as authorized representatives for such purposes as and to the extent specified in the delegation. Such delegation shall be in writing to the Contractor, and shall designate by name the personnel so delegated as authorized representatives. The SDR shall exercise no supervision over the Contractor's employees. **THE SDR'S AUTHORITY IS LIMITED SOLELY TO THE AUTHORITY ENUMERATED IN SUCH WRITTEN DELEGATION. THE SDR HAS NO AUTHORITY TO CHANGE ANY TERM OR CONDITION CONTAINED IN THIS CONTRACT.**

EI14 - CONTRACTOR'S INFORMATION

No specifications, drawings, sketches, models, samples, tools, technical information or data, written, oral or otherwise, furnished by Contractor to Sandia hereunder, or in contemplation hereof, shall be considered to be proprietary information of Contractor.

EI15 - TERMS AND CONDITIONS

The terms and conditions stated in this Contract are the only ones governing this transaction and cannot be changed or terminated orally. No terms and conditions appearing on any form originated by the Contractor shall be applicable.

EI16 - PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this Contract is performed which are in any way applicable to the Statement of Work of this Contract.

EI17 - APPLICABLE LAW

The rights and obligations of the parties hereto shall be governed by, and this Contract shall be interpreted in accordance with, federal law. The parties agree to jurisdiction in the Federal District Court, with venue in the District closest to the delivery point of the products and/or services giving rise to the claim. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in the State Court closest to the delivery point of the products and/or services giving rise to the claim.

EI18 - ORDER OF PRECEDENCE

This Contract is subject only to the terms and conditions set forth in the following documents: Cover Page, Section I, and Section II of this Contract and the specifications and drawings or other documents, if any, referenced therein. In case of conflict or inconsistency between or among one or more provisions of the above documents, the provisions of each document shall take precedence over the provisions of the other documents in the following order of priority: Section I, Cover Page, Section II, specifications, drawings, and other documents, if any incorporated into this Contract by reference thereto.

EI19 - PAYMENTS

(a) Payments on Account of Allowable Costs. Once each month (or at more frequent intervals, if approved by the SCR) the Contractor may submit to Sandia National Laboratories, Accounts Payable Department, in such form and reasonable detail as may be required by the SCR, an invoice or voucher supported by a statement of costs incurred by the Contractor in the performance of this Contract and claimed to constitute allowable costs. "Allowable costs" includes, but is not limited to, actual indirect rate cost experience during the period of performance unless Section I of this Contract indicates otherwise. Promptly after receipt of each invoice or voucher Sandia shall, subject to the provisions of (b) below, make payment thereon in accordance with Contract provisions. Payments may be made either by check or electronic funds transfer, at the option of Sandia. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made. Costs for items of Capital Property (defined in FAR 52.245-5 Government Property) if applicable, shall be separately listed in invoices. Discount time will be computed from the date correct invoice or voucher is received in the office specified in the Contract, or date of completion of work under this Contract, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of Sandia's check or date on which an electronic funds transfer was made. Sandia may take Contract or invoice prompt payment discount. Any travel outside the United States by Contractor personnel, in connection with work under this Contract, requires advance written approval by the SCR.

(b) Audit Adjustments. At any time or times prior to settlement under this Contract the SCR may have invoices or vouchers and statements of cost audited. Each payment there to for made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the SCR, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(c) Completion Voucher. On receipt and approval of the invoice or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of this Contract (including, without limitation, the provisions relating to patents and provisions of (e) below) Sandia shall promptly pay to the Contractor any balance of allowable cost. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this Contract but in no event later than 60 days (unless the SCR grants a further specific period of time) from the date of such completion.

(d) Applicable Credits. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this Contract shall be paid by the Contractor to Sandia to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by Sandia under this Contract. Reasonable expenses incurred by

the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the SCR.

(e) Financial Settlement. Prior to final payment under this Contract, the Contractor and each assignee whose assignment is in effect at the time of final payment under this Contract shall execute and deliver: (1) an assignment to Sandia in form and substance satisfactory to the SCR of refunds, rebates, credits or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by Sandia under this Contract; and (2) a release discharging Sandia and the Government, their officers, agents and employees from all liabilities, obligations, and claims arising out of or under this Contract, subject only to the following exceptions: (i) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor; (ii) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the SCR not more than three (3) years after the date of the release or the date of any notice to the Contractor that Sandia is prepared to make final payment, whichever is earlier; and (iii) claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of Sandia or the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this Contract relating to patents. The Contractor and each such assignee hereby agree that the failure to execute and deliver the aforesaid assignment and release within sixty (60) days of a written request therefor by the SCR shall be deemed to be and shall have the same effect as a release as set forth above in item (2), including a release of all claims set forth in sub items (i)-(iii) of such item (2).

EI20 - TAXES

Except as may be otherwise provided in this Contract, the price includes all applicable Federal, State, and Local taxes and duties. If performance occurs in New Mexico the clause at FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax is applicable. Sandia holds California Seller's Permit Number OH-98033576. Purchases made under this Contract are exempt from California Sales and Use Taxes if performance occurs in California.

EI21 - ESTIMATES OF COST AND LIMITATION OF OBLIGATION, IF APPLICABLE

(a) Initial Estimate of Cost and Obligation of Funds. The presently estimated cost and the obligation of funds for the work under this Contract are set forth in Section I, if applicable.

(b) Revised Estimates of Cost. The presently estimated cost for the work under this Contract may be increased unilaterally by the SCR by written notice to the Contractor and may be increased or decreased by written agreement of the parties. 4

(c) Limitation of Obligation. Payments on account of costs shall not in the aggregate exceed the amount of funds presently obligated hereunder.

(d) Notice of Costs Approaching Funds Obligated - Contractor Excused Pending Increase When Obligation is Reached. Whenever the Contractor has reason to believe that the total cost of the work under this Contract will be greater or substantially less than the presently estimated cost of the work, the Contractor shall promptly notify the SCR in writing. The Contractor shall also notify the SCR in writing when the aggregate of expenditures, liabilities, and outstanding commitments allowable under this Contract is equal to seventy five percent (75%) (or such other percentage as the SCR may from time to time establish by notice to the Contractor) of the amount of funds presently obligated hereunder. When such expenditures and outstanding commitments equal one hundred percent (100%) of such amount, the Contractor shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the SCR thereafter shall have notified the Contractor in writing that such amount has been increased. No notice, communication or representation in any other form or from any person other than the SCR or the person delegated in this Contract shall affect the estimated cost or funds obligated hereunder. In the absence of the specified notice, Sandia shall not be obligated to reimburse the Contractor for any costs in excess of the funds obligated hereunder, whether those excess costs were incurred during the course of the Contract or as a result of termination. In the event the Contractor incurs cost in excess of the funds obligated hereunder without receiving a prior notice from the SCR increasing such funds, the funds obligated hereunder may be increased at the sole discretion of the

SCR to permit the Contractor to be reimbursed for all or a portion of such costs. However the SCR is not obligated to increase funding due to an after-the-fact indirect rate adjustment determined by a Government audit agency. When and to the extent that the funds obligated hereunder have been increased, any costs incurred by the Contractor in excess of the funds obligated hereunder prior to such increase shall be allowable to the same extent as if such costs had been incurred after such increase, unless the SCR issues a termination notice and directs that the increase is solely for the purpose of covering termination expenses. In the event this Contract is terminated or the funds obligated hereunder are not increased enough to cover all costs, the Government shall be entitled to all property produced or purchased under the Contract except that property which the Contractor shall demonstrate to have been produced or purchased solely with Contractor's funds in excess of the funds obligated hereunder and which can be severed from the Government property without damage thereto.

(e) Sandia's Right to Terminate Not Affected. The giving of any notice by either party under this Clause shall not be construed to waive or impair any right of Sandia to terminate this Contract under the provisions of the Clause entitled "Termination."

(f) Cost Information. The Contractor shall maintain current actual cost information adequate to reflect the cost of performing the work under this Contract at all times while the work is in progress, and shall prepare and furnish to Sandia such written estimates of cost and information in support thereof as the SCR may request.

(g) Correctness of Estimates Not Guaranteed. Neither Sandia nor the Contractor guarantees the correctness of any estimate of cost for performance of the work under this Contract, and Contractor shall invoice Sandia at actual cost unless Section I of this Contract provides otherwise.

EI22 - ALLOWABLE COSTS Payment for allowable cost as hereinafter defined, shall constitute full and complete compensation for the performance of the work under this Contract. "Allowable cost" of performing the work under this Contract shall be the costs and expenses that are actually incurred by the Contractor, which are applicable and properly chargeable, either as directly incident or as allocable through appropriate distribution or apportionment, to the performance of the Contract work in accordance with its terms, and are determined by the SCR to be allowable pursuant to this Contract, including the additional provisions, if any, contained elsewhere in this Contract relating to Advance Understanding on Particular Cost Items, and pursuant to Federal Acquisition Regulation Part 31 as supplemented by part 931 of the Department of Energy Regulations (DEAR) in effect on the effective date of this Contract and OMB Circular A21, subject to the following:

(1) With respect to billing for indirect cost, Contractor shall bill for indirect cost at rates as close as possible to costs being experienced during Contract performance. Contractor understands that Contract overruns, due to under recovered indirect cost, may not be reimbursed by Sandia; and, over recoveries of indirect cost shall be payable upon demand, at any time, by the SCR. Contractor may, with the SCR's approval, bill at predetermined overhead and general and administrative rates applied to bases agreed upon by any Government Agency, which are determined in accordance with FAR Part 31 as supplemented by the DEAR in effect on the effective date of this Contract; provided, however, that the Contractor shall adjust the indirect billing to conform to actual cost within 60 days or the Contractor's normal monthly accounting cycle, whichever is earlier.

(2) In the absence of predetermined overhead rates as provided for in subparagraph (1) above, if at any time prior to the final determination of costs hereunder there exists a rate or rates established by any Government agency, based on audit of actual costs for the period of performance of the work hereunder or any substantial portion thereof, such rate or rates may, at the SCR's option, be used (after adjustment by Sandia if deemed appropriate, to reflect the application of cost principles contained in this Allowable Costs Clause and the DEAR and FAR Subparts referred to above) in determining allowable indirect costs hereunder.

(3) In the absence of predetermined overhead rates as provided for in subparagraph (1) above and in the absence of a rate or rates acceptable to Sandia as provided for in subparagraph (2) above, indirect cost shall be determined in accordance with FAR Part 31. as supplemented by part 931 of the DEAR by a Sandia audit.

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(4) No overtime premium costs, shift differential, holiday, or other premium pay for time worked on direct labor are authorized as direct charges to this Contract except when paid for work: necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns, of production equipment,

or occasional production bottlenecks of a sporadic nature; by indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting; in the performance of tests, industrial processes, laboratory procedures, loading or unloading of transportation media, and operations in flight or afloat, which are continuous in nature and cannot reasonably be interrupted or otherwise completed; or which will result in lower cost to Sandia.

(5) As used in FAR Part 31 and DEAR 931 the words: "Contracting Officer" or "Field Office Manager" shall mean the SCR, "DOE" or "Sponsoring Agency" shall mean Sandia; "Federal Government" or "Government," in connection with Government agencies or Government property, shall mean the United States of America.

(6) Each individual Contractor employee salary amounting to \$100,000 or more annually is subject to advance approval of the SCR where 50 percent or more of such salary is to be reimbursed under DOE costtype contracts for on site (Sandia/DOE premises) services.

EI23 - FREIGHT CHARGE

(a) Freight and Parcel Bills. The Contractor shall transmit to the SCR, each calendar quarter, a legible copy of paid freight and parcel bills covering property transported to the Contractor for Sandia's account and for which Sandia will assume the freight or parcel charges under the direct cost provisions of this Contract. However, the following paid bills shall not be submitted to the SCR but shall be retained by the Contractor: rail freight forwarder, air, steamship, motor truck, and parcel bills amounting to less than \$500. All bills shall be marked on the face, "This shipment is for the U.S. Department of Energy. It is subject to the terms and conditions of the U.S. Government Bill of Lading form and to any available special rates or charges."

(b) Excess Freight Charges. When Sandia pays any amounts for freight charges in connection with this Contract, Contractor is responsible for and shall pay to Sandia the amount of any excess freight charges if the routing specified in writing by the SCR is not used. If the specified routing cannot be used, Contractor shall promptly notify the SCR before shipment, and obtain new routing directions from the SCR.

EI24 - RELEASE OF INFORMATION

No information relating to this Contract shall be released other than to Contractor's employees or those of Contractor's subcontractors requiring the information for performance of the Statement of Work of this Contract without advance written approval of the SCR. In no event shall the interest of Sandia or the DOE or the Government in this Contract be indicated in any advertising or publicity without advance written approval of the SCR. This shall not be construed to prohibit Contractor from fulfilling internal reporting requirements.

EI25 - SANDIA PROVIDED INFORMATION

Any and all physical forms of designs, design data, specifications, technical, scientific data, and other information furnished by Sandia to the Contractor shall remain the property of the Government. Any and all such information provided by Sandia to the Contractor shall be used only for the purpose of enabling performance of this Contract and the Contractor shall use its best efforts to prevent disclosure to others except when necessary in the performance of this Contract.

EI26 - RESPONSIBILITY FOR SUPPLIES

Title to supplies furnished under this Contract shall pass to the Government upon formal acceptance by Sandia. The risk of loss of or damage to supplies shall remain with the Contractor until acceptance by Sandia.

EI27 - NEW SUPPLIES

Except as otherwise provided in the Statement of Work or in Contractor's quotation, the quoter certifies that any products to be furnished are new (not used or reconditioned) and not of such age or so deteriorated as to impair their usefulness or safety.

EI28 - GOVERNMENT PROPERTY, MATERIAL, AND EQUIPMENT

Except as provided for in Section I, Contractor must list the Government material/equipment Contractor will use in the performance of the Statement of Work in this Contract and provide details concerning its use. Identification, inspection, maintenance, protection, and disposition of Government property shall

conform with the policies and principles of FAR Part 45, 48 CFR (DEAR) 945, the Federal Property Management Regulations 41 CFR 101, the DOE Property Management Regulations 41 CFR 109, and DEAR 970.5204-21 Property.

EI29 - FALSE STATEMENTS

Full, accurate, and complete information as required by the RFQ, this Contract and any attachments. The penalty for making false statements in is prescribed in 18 U.S.C. 1001 and constitute default of any Contract Contractor has with Sandia.

EI30 - REPORTING OF ROYALTIES

If any royalty payments are directly involved in the Contract or are reflected in the Contract price to Sandia, the Contractor agrees to report in writing to the SCR with notification by the SCR to the DOE Patent Counsel during performance of this Contract and prior to its completion or final settlement of any amounts or other payments paid or to be paid by the Contractor to others in connection with the performance of this Contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as shall permit the identification or the patents or other basis on which the royalties are to be paid. The approval of the DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made. The provisions of this clause, appropriately modified as to parties, shall be included in all subcontracts that exceed \$100,000 unless otherwise approved by the SCR.

EI31 - ADDITIONAL TERMS AND CONDITIONS

This Contract incorporates Federal Acquisition Regulation (FAR) clauses found at 48 CFR 52. et seq. and Department of Energy Acquisition Regulation (DEAR) clauses found at 48 CFR 952. et seq. by reference with the same force and effect as if they were given in full text. Where the FAR/DEAR clauses refer to Government and Contracting Officer, substitute Sandia and Sandia Contracting Representative (SCR). Upon request the SCR will make the full text available.

APPLY TO CONTRACTS AT ANY VALUE

FAR 52.222-1 Notice to the Government of Labor Disputes

FAR 52.223-3 Hazardous Material Identification And Material Safety Data with Alternate I

FAR 52.225-11 Restrictions on Certain Foreign Purchases

FAR 52.227-1 Authorization and Consent. This clause is not applicable where both complete performance and delivery are outside the United States, its possessions or Puerto Rico.

FAR 52.227-3 Patent Indemnity

FAR 52.227-23 Rights to Proposal Data (Technical). This clause applies only in any subcontract awarded based on consideration of a technical proposal.

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

FAR 52.242-15 Stop Work Order

FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components

FAR 52.246-9 Inspection of Research and Development

FAR 52.246-16 Responsibility for Supplies

FAR 52.249-5 Termination for Convenience (Educational and Other Nonprofit Institutions)

DEAR 952.204-2 Security

DEAR 952.247-70 Foreign Travel

DEAR 952.250-70 Nuclear Hazards Indemnity Agreement

DEAR 970.5204-9 Accounts, Records and Inspections

DEAR 970.5204-11 Changes

DEAR 970.5204-19 Printing Clause for Management and Operating Contractors

DEAR 970.5204-33(a) Priorities and Allocations. This Clause applies only if Section I designates a Government Priority.

DEAR 970.5204-50 Cost and Schedule Control Systems

APPLY TO CONTRACTS EXCEEDING \$2,500

FAR 52.222-41 Service Contract Act of 1965 as Amended

APPLY TO CONTRACTS EXCEEDING \$10,000

FAR 52.222-20 Walsh Healy Public Contracts Act

FAR 52.222-26 Equal Opportunity

FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

FAR 52.222-36 Affirmative Action for Workers with Disabilities

FAR 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era

DEAR 970.5203-3 Buy American Act

APPLY TO CONTRACTS EXCEEDING \$25,000

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

FAR 52.227-6 Royalty Information. Patent Counsel, as used in this clause, means the Patent Attorney, DOE, Albuquerque Operations Office, P. O. Box 5400, Albuquerque, New Mexico 87115 (see clause EI30 above)

FAR 52.247-63 Preference for U.S. Flag Air Carriers

FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

APPLY TO CONTRACTS EXCEEDING \$100,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government

FAR 52.203-7 Anti-Kickback Procedures

FAR 52.203-12 Limitation of Payments to Influence Certain Federal Transactions

FAR 52.215-2 Country Audit and Records-Negotiations

FAR 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns

FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

FAR 52.227-2 Notice of Assistance Regarding Patent and Copyright Infringement

FAR 52.223-2 Clean Air and Water

FAR 52.244-5 Competition in Subcontracting

DEAR 52-209-8 Organizational Conflicts of interest Disclosure

DEAR 952.209-72 Organizational Conflicts of Interest

APPLY TO CONTRACTS EXCEEDING \$500,000

FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data

FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications

FAR 52.215-12 Subcontractor Cost or Pricing Data

FAR 52.215-13 Subcontractor Cost or Pricing Data-Modifications

FAR 52.215-15 Pension Adjustment and Asset Reversions

FAR 52.219-9 Small Business Subcontracting Plan

FAR 52.219-16 Liquidated Damages - Subcontracting Plan

FAR 52.230-1 Cost Accounting Standards Notices and Certification

FAR 52.230-5 Cost Accounting Standards-Educational Institutions

FAR 52.230-6 Administration of Cost Accounting Standards

DEAR 970.5204-24 Subcontractor Cost or Pricing Data

APPLY TO CONTRACTS EXCEEDING \$10,000,000

FAR 52.222-24 Preaward On-site Equal Opportunity Compliance Evaluation

APPLY TO ALL CONTRACTS WHERE ANY WORK WILL BE PERFORMED ON A GOVERNMENT SITE

DEAR 952.223-72 Radiation Protection and Nuclear Criticality

DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records

DEAR 970.5204-2 Integration of Environment, Safety, and Health into Work Planning and Execution

DEAR 970.5204-58 Workplace Substance Abuse Programs at DOE Sites

DEAR 970.5204-59 Whistleblower Protection for Contractor Employees

EI32 - VISITOR ACCESS TO GOVERNMENT SITES

The organizations listed below are responsible for coordinating and administering the provisions of visitor access and control for the sites as listed. Sandia National Laboratories, Albuquerque, New Mexico – Visitor Access and Administration Section, Sandia Corporation, Building 801. Sandia National Laboratories, Livermore, California - Visitor Control and Administration Section, Sandia Corporation, Building 911. Tonopah Test Range, Tonopah, Nevada - Office of the Tonopah Test Range Manager.

EI33 - REQUIREMENTS FOR ACCESS TO GOVERNMENT SITES

Permission to enter Government sites shall at all times be subject to all laws, regulations, and site access rules for the site. The Government requirements include but are not limited to, all of the requirements set forth in this section for any work to be performed on a Government site. To obtain access to such premises,

the Contractor shall write a letter to the SDR or the SCR stating the company designation to be used by the Contractor and each subcontractor and furnishing the following information on each individual requiring access to such premises: name, date of birth, and citizenship status, completed ES&H training requirements set forth in the SOW. Access will be granted for the period of performance of the work only. Contractor shall withdraw and replace any individual, including any subcontractor employee, assigned to perform work under this Contract, who in the judgment of Sandia or DOE, is to be denied access to any Government site. Contractor shall submit to the SDR or the SCR proposed working schedules for its personnel and the personnel of each of its subcontractors. The schedules will show proposed daily working hours and proposed workweeks. Schedules that deviate from Sandia's normal workday or workweek must be approved by the responsible SDR. In the absence of a written authorization from the SCR or DOE, use of Government sites by the Contractor and its subcontractors of any tier, pursuant to access granted under this Clause, shall be limited to work required by this Contract to be performed on such premises. **THE USE OF THE ACCESS PRIVILEGE FOR ANY PURPOSE OTHER THAN TO PERFORM WORK UNDER THIS CONTRACT IS PROHIBITED AND MAY BE GROUNDS FOR TERMINATING THIS CONTRACT FOR DEFAULT OR FOR FINDING THAT AN INDIVIDUAL IS UNACCEPTABLE FOR FUTURE ACCESS.**

EI34 - CITIZENSHIP STATUS

All personnel of the Contractor and its subcontractors who require access must be United States citizens, or foreign nationals who are legal aliens or have the required authorization to perform work in the United States.

EI35 - TERMINATION OR REASSIGNMENT OF PERSONNEL

The Contractor shall: (i) notify immediately the SCR and the Sandia Access Control and Administration Division at Albuquerque (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) if any Contractor employees assigned to work under this Contract are terminated for any reason or are assigned to other Contractor non-Sandia work and will not work under this Contract in the future, and (ii) ensure that any Contractor employees identified under this paragraph surrender to the Sandia Access Control and Administration Division (Sandia Physical Security Division at Livermore; Tonopah Test Range Manager at Tonopah) any Sandia badge, Kirtland Air Force Base decals or other access documents within two days of termination or reassignment.

EI36 - ES&H TRAINING

Any Contractor personnel who will enter a Government site to perform work shall have completed all of the ES&H training required by the Statement of Work prior to any attempts to enter a Government site as shown by written records of such training furnished to the SDR or to the Requester if no SDR is named in Section I of this Contract. Contractor shall certify to Sandia completion of all required training on the Completion Record for Contractor Administered Training form. This Form can be found on the Web at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html> or obtained from the SDR. Contractor shall provide the completion record form for the initial ESH100 training to the SDR on the first day of work. Contractor shall provide the completion records for any other training required above to the SDR before starting the affected work activity.

EI37 - ES&H SERVICES

For Contractor employees performing Sandia-Directed work, Sandia shall provide those workers with any and all necessary safety authorization documents, personal protective equipment, industrial hygiene monitoring, medical surveillance, and radiation protection services. For Contractor employees performing Contractor-Directed work, Contractor shall provide its workers with all ES&H services, with the exception of Contractor employees performing Contractor-Directed work on Government sites for whom Sandia shall provide radiation dosimetry services and survey of record, as appropriate.

EI38 - HANDLING OF HAZARDOUS MATERIALS

For contracts that require the performance of work on Government sites, the Contractor shall coordinate with the SDR all activities associated with the acquisition (including reporting hazardous materials used on Government sites), handling, storage, accidental spills, and/or disposal of hazardous materials and/or waste. The Contractor shall notify the SDR of all hazardous and/or radioactive waste generated during

performance of work. Such materials become Sandia-owned waste and the Contractor shall notify the SDR for proper disposal by Sandia. Contractor's assistance in disposal may be required by Sandia.

EI39 - REMOVAL OF HAZARDOUS MATERIALS

Those hazardous materials brought onto Sandia-controlled premises by the Contractor which are jobrelated consumables and have not been removed from their original packaging and which have not been purchased by Sandia, shall remain the property of the Contractor and shall be removed from Sandia after completion of the work. Hazardous materials in the original, labeled container are not hazardous waste if the material is usable and the full or partially full container is intact and properly closed. Those scrap items which are not hazardous and which have not become hazardous through co-mingling with hazardous items are owned by the Contractor and shall also be removed.

EI40 - VEHICLE MARKINGS

All vehicles used by either the Contractor or its subcontractors shall be clearly marked to indicate company name of user. Vehicles which do not bear permanent markings may be temporarily marked as follows: (1) Signs, no longer than the vehicle door is wide, with a white or lighter background, showing the Contractor's name in one inch high, or larger, dark colored letters, may be made from sheet metal, cardboard or other suitable material and temporarily attached to the vehicle's front door panels so that the signs appear in the approximate center of each door panel. Words such as "Company," "Corporation" or "Division" may be abbreviated. (2) No signs shall be attached to the vehicle's glass area for safety reasons.

EI41 - VEHICLE INSURANCE

All vehicles, owned or operated by the Contractor, subcontractors or their agents and employees, having access to Government sites shall be covered by at least \$200,000/\$500,000 public liability and \$20,000 property damage insurance.

EI42 - CONTRACTOR OR SUBCONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES

The following provisions apply if work under this Contract requires Contractor or subcontractor personnel to operate Government-owned vehicles either on or off Government sites. Contractor shall maintain, at Contractor's expense, during the period of performance of work under this Contract, third-party vehicle liability insurance which shall cover the use of such Government-owned vehicles with limits of at least \$200,000/\$500,000 public liability and \$20,000 property damage. Medical payments coverage, comprehensive and collision insurance, uninsured motorist, and personal injury protection will not be required under this Clause unless required by State statute. All Contractor's agents, employees and subcontractors of any tier shall obey all rules and regulations pertaining to the use of Government-owned vehicles. In the event of a motor vehicle accident, the Contractor shall submit a completed Motor Vehicle Accident Reporting Form SF 91 to the SCR together with any additional supplemental forms required by instructions given on the GSA Form Packet 1627. A GSA Form Packet 1627 normally is located either in the headliner or glovebox of the GSA vehicle. Contractor's personnel shall assure that a GSA Form Packet 1627 is available in a GSA vehicle prior to accepting and driving a GSA vehicle.

EI43 - ACCESS TO SANDIA COMPUTERS

Contractor personnel who are granted access to Sandia computers and word processors are subject to the computer security procedures outlined in this Clause. The procedures are applicable to Contractor personnel located at a Sandia facility or at the Contractor's facility. If the Contractor does not comply with the provisions of this Clause, Sandia may withdraw Contractor's access to Sandia computers and may also terminate this Contract for default. Misuse of a Sandia computer may be a violation of law and could result in appropriate action including prosecution. Sandia computers may be used only to perform work authorized in the Contract. Computer software or documentation developed on or for Sandia computer systems is the property of the Government unless provided otherwise in the Contract. Information or data furnished by Sandia or obtained from a Sandia computer by Contractor personnel must be protected by the Contractor to prevent disclosure to any person other than Contractor's employees having a need to know unless such disclosure is authorized in advance in writing by the SCR. Classified material or information shall be protected in accordance with the security provisions of the Contract. If this Contract does not include security provisions and the Contractor is furnished or comes in contact with classified material or information, it shall be reported immediately to the SCR. Files of any other user shall not be accessed

without specific permission from that user. Sandia monitors all use of all Sandia computers. Computer passwords are issued to individuals and must not be shared. Computer passwords must be protected by each Contractor employee to prevent disclosure to any other persons. If a computer password is disclosed or potentially disclosed, the Contractor must notify the SCR immediately so that a new password can be issued. Any Contractor who is granted access to a Sandia computer shall be required to complete initial and refresher "Computer Security Training" (COM100), to be provided by Sandia.

EI44 - PROTECTION OF GOVERNMENT PROPERTY

All facilities, property, equipment and materials at Sandia are Government-owned. Acts of theft, illegal possession and unlawful destruction or use of Government property are violations punishable under Federal law, and may also result in administrative action. The Federal Bureau of Investigation is the investigative authority for all such incidents including cases involving the personal property of individuals when the incident occurs at a Government-owned installation. Every user of Government property is responsible for its physical protection and for reporting immediately the loss, theft, destruction, or damage of such property.

EI45 - APPLY TO ALL CONTRACTS THAT MAY INVOLVE ACCESS TO CLASSIFIED INFORMATION

DEAR 952.204-70 Classification/Declassification

DEAR 952.204-73 Foreign Ownership, Control, or Influence or Contractor Representation

DEAR 952.204-74 - Foreign Ownership, Control or Influence Over Contractor

EI46 - CLASSIFIED INVENTIONS

The Contractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this Contract in any country other than the United States, an application or registration for a patent without obtaining written approval of the Contracting Officer. When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this Contract, the subject matter of which is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Contractor shall by separate letter identify by agency and number, the Contract or contracts which require security classification markings to be placed on the application. The substance of this clause shall be included in subcontracts which cover or are likely to cover classified subject matter.

EI47 - APPLY TO ALL CONTRACTS WHICH INCLUDE ANY EXPERIMENTAL, RESEARCH, DEVELOPMENTAL, OR DEMONSTRATION WORK

DEAR 952.227-11 Patent Rights, Retention by the Contractor (Short Form). This clause is to be used in all contracts in which the Contractor is a domestic small business or nonprofit organization as defined at FAR, 48 CFR 27.301.

FAR 52.227-14 Rights in Data - General with Alternates I & V with the addition of paragraph (d)(3) from the DOE Acquisition Letter 87-5 as follows:

“(d)(3) The Contractor agrees not to establish claim of copyright in computer software first produced in the performance of this Contract without prior written permission of the patent counsel assisting the contracting activity. When permission is granted, the patent counsel shall specify appropriate terms, conditions and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to patent counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.”

FAR 52-227-16 Additional Data Requirements

FAR 52.227-17 Rights in Data - Special Works. This clause is applicable only to deliverables that are copyrightable works.

EI48 - TECHNICAL REPORTS IF REQUIRED BY THE STATEMENT OF WORK

Final Reports. A final report shall be submitted, as specified in Section I, following completion of the work required by this Contract. It shall be preceded by a draft for approval. The draft is due 30 days after completion of work. The final report is due 30 days after approval of the draft. Reporting requirements need to be coordinated with the Sandia Delegated Representative, if one is specified in the Contract, or, if not, the Sandia Contracting Representative (SCR). The final report shall cover: work accomplished; results obtained; problem areas; and recommended solutions for actions. This report shall be a summary of technical activities during the entire Contract performance and a comprehensive evaluation of progress in the area of research, study or development supported by this Contract. The report shall consist of: an original reproducible set (typewritten/word processed) comprised of a cover; the written matter; and illustrations as appropriate. The report cover shall include: Report title; Sandia Contract number; Sandia Requester name and organization number; SCR name and organization number; Sandia report (SAND) number stated in Section I, if applicable; and, if classified, Reference Symbol. The original reproducible master, charts, line drawings and sketches are to be in black on white. Photographs are to be glossy prints any size between 4 x 5 and 8 x 10 (8 x 10 preferred). Unclassified matter is to be sent by First Class Mail. Classified matter is to be mailed in accordance with DOE approved security requirements to the address stated in the "Classified Matter" clause. When drafts or final reports are mailed, Contractor shall also provide written notification of the mailing to the SCR. Except as otherwise provided in this Contract (which exception includes DOE Patent Representative requests) no distribution or dissemination of a report in whole or in part may be made by the Contractor without specific prior written approval by the SCR.

Interim Reports. Monthly or quarterly Interim Reports, as specified in Section I in a form acceptable to the SCR, are due 15 days after the reporting period. These reports shall cover the work accomplished during the reporting period and that planned for the subsequent period. Such report shall indicate: compliance with Contract requirements and any failures to comply; the current status and technical effort expected to be devoted to the next period; and the best estimate of probable events during the remainder of the Contract.

EI49 - APPLIES TO ANY DELIVERABLE WHICH PROCESSES DATE RELATED DATA YEAR 2000 COMPLIANCE WARRANTY

Contractor expressly warrants that all product and/or service deliverables on this Contract will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the deliverables being acquired, properly exchange date/time data.

EI50 - PERFORMANCE EVALUATION PROGRAM

In keeping with SNL's goals of continuous improvement, and promoting and creating an environment for superior Contractor performance, SNL has established a collaborative feedback process through the Performance Evaluation Program. This program is intended to create an environment, which fosters dialog, provides feedback, and improves communication. Any Contract awarded by SNL is a candidate for evaluation under this program. Details on the evaluation program can be viewed at <http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html>