

**GENERAL TERMS & CONDITIONS**  
**Research and Development (Cost-Reimbursement)**  
**(R&D JAN 2026)**

*This is a cost-reimbursement, no-fee, standard subcontract for unclassified research and development work, not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material.*

<b>ARTICLES</b>	<b>PAGE</b>
1. DEFINITIONS [JAN 2026] .....	2
2. ORDER OF PRECEDENCE [JAN 2026] .....	2
3. ACCEPTANCE OF TERMS AND CONDITIONS [JAN 2026] .....	2
4. AGREEMENT FOR BENEFIT OF DOE [JAN 2026] .....	3
5. DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS [JAN 2026] .....	3
6. Y-12 ACCESS & WORKING DAYS [JAN 2026] .....	4
7. CODE OF BUSINESS ETHICS AND CONDUCT [JAN 2026] .....	4
8. EMPLOYEE CONCERNS [JAN 2026] .....	5
9. INTERNET PROTOCOL TECHNOLOGY [JAN 2026] .....	6
10. MITIGATING SUPPLY CHAIN RISK FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEMS [JAN 2026] .....	6
11. MITIGATING SUPPLY CHAIN RISK FOR INFORMATION AND COMMUNICATION TECHNOLOGY [JAN 2026] ..	7
12. CONFIDENTIALITY OF INFORMATION [JAN 2026] .....	8
13. COMPLIANCE WITH LAWS [JAN 2026] .....	8
14. SECURITY REQUIREMENTS [JAN 2026] .....	8
15. DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA [JAN 2026] .....	9
16. PUBLICATIONS [JAN 2026] .....	9
17. REPORT PREPARATION REQUIREMENTS [JAN 2026] .....	9
18. NOTIFICATION OF CLAIMS, BANKRUPTCY, AND OTHER MATTERS [JAN 2026] .....	9
19. COMPANY-FURNISHED AND SELLER-ACQUIRED PROPERTY [JAN 2026] .....	10
20. RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL [JAN 2026] .....	10
21. COST ACCOUNTING STANDARDS (CAS) LIABILITY [JAN 2026] .....	10
22. PERFORMANCE OF WORK [JAN 2026] .....	10
23. TRAVEL REQUIREMENTS [JAN 2026] .....	11
24. LIABILITY FOR FINES AND PENALTIES [JAN 2026] .....	11
25. DISPUTES [JAN 2026] .....	11
26. ASSIGNMENT [JAN 2026] .....	12
27. AUTHORIZED REPRESENTATIVES AND NOTICE [JAN 2026] .....	12
28. SELLER'S LEGAL COSTS [JAN 2026] .....	13
29. SURVIVAL [JAN 2026] .....	13
30. CLAUSES INCORPORATED BY REFERENCE [JAN 2026] .....	13

## **1. DEFINITIONS [JAN 2026]**

The following terms shall have the meanings below:

- (a) "Agreement" means Purchase Order, Subcontract, Price Agreement, Task Order issued under a Basic Ordering Agreement, Indefinite Delivery/Quantity Contracts, or Modification thereof.
- (b) "Article" refers to the numbered sections as set forth in the above Table of Contents in these General Terms & Conditions.
- (c) "CFR" means the Code of Federal Regulations.
- (d) "Clause" or "Paragraph" refers to a provision within an Article of this Agreement.
- (e) "Commercial Item/Service" or "Commercial Component" or "Commercial Product" mean the same as the definitions for these terms set forth at FAR 2.101.
- (f) "Company" means Consolidated Nuclear Security, LLC, acting under Contract No. DE-NA0001942.
- (g) "Contracting Officer" means the same as the definition at FAR 2.101 and includes Procurement Representative to the extent necessary to enable a Procurement Representative to administer this Agreement and to perform their obligations under Company's Contract No. DE-NA0001942.
- (h) "DEAR" means the DOE Acquisition Regulation, including all amendments and changes thereto in effect on the effective date of this Agreement.
- (i) "DOE" means the U.S. Department of Energy or any duly authorized representative thereof, including the Contracting Officer.
- (j) "Educational Institution" means an entity of the type subject to 2 CFR 220.
- (k) "FAR" means the Federal Acquisition Regulation, including all amendments and changes thereto in effect on the effective date of this Agreement.
- (l) "Government" means the United States of America and includes the DOE and the NNSA.
- (m) "NNSA" means the National Nuclear Security Administration or any duly authorized representative thereof.
- (n) "On-site" refers to a DOE-owned or -leased area or Company-owned or -leased area.
- (o) "Procurement Representative" means Subcontract Administrator, Buyer, Procurement Specialist, or Contract Specialist acting within the limits of a written authority to enter into, administer, or terminate Agreements and make related determinations and findings on behalf of Company.
- (p) "Ref." means the Article is based with variations on the cited regulation.
- (q) "Seller" means Contractor, Offeror, Subcontractor, Supplier, or Vendor, which can be either a person or organization that has entered into this Agreement with Company.
- (r) "Subcontract Technical Representative" means the duly authorized Company representative who provides technical direction for performance of the work under this Agreement.
- (s) "UCN" means the Universal Control Number for the Company form.
- (t) "U.S.C." means the United States Code.
- (u) "Y-12" means the Y-12 National Security Complex in Oak Ridge, Tennessee, that is managed and operated by Company.

## **2. ORDER OF PRECEDENCE [JAN 2026]**

Any inconsistencies must be resolved in accordance with the following descending order of precedence in Agreement documents:

- (a) The Schedule (excluding Sections C and G);
- (b) Schedule Section G:
  - (1) Negotiated Alterations or Special Provisions;
  - (2) General Terms and Conditions;
  - (3) Clauses Incorporated by Reference;
  - (4) Supplemental Conditions;
- (c) Specifications or Statement of Work, or other description of services or supplies (Section C); and
- (d) Drawings.

## **3. ACCEPTANCE OF TERMS AND CONDITIONS [JAN 2026]**

- (a) Seller, by signing this Agreement, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment.
- (b) This Agreement sets forth the *entire* Agreement between Company and Seller concerning the subject matter of this Agreement. To avoid any doubt, this Agreement supersedes all prior and contemporaneous negotiations, understandings, and Agreements, whether oral or written, relating to the subject matter hereof, and it supersedes and

takes precedence over any conflicting or supplemental terms and conditions included in any Seller proposal, quote, acknowledgement, or invoice, all of which are hereby objected to and expressly rejected.

- (c) Failure of Company to enforce any of the provisions of this Agreement may not be construed as: (1) evidence to interpret the requirements of this Agreement; (2) a waiver of any requirement; or (3) a waiver of the right of Company to enforce each and every provision. In accordance with Tennessee Code, Section 47-50-112(c), no waiver of any provision or part thereof of this Agreement will be valid unless such waiver is in a writing signed by the Procurement Representative. Any waiver will be strictly construed and will apply on a one-time basis unless expressly stated to apply otherwise.

#### **4. AGREEMENT FOR BENEFIT OF DOE [JAN 2026]**

- (a) Funding. Company will make all payments under the Agreement from Government funds advanced and agreed to be advanced by DOE, and not from its own funds. In almost all circumstances, funds recovered by Company from Seller are Government funds.
- (b) Administration. Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s), and to the extent of such transfer and upon notice thereof to Seller, Company will have no further responsibilities hereunder.
- (c) Company Right to Recovery. If Company seeks recovery from Seller, Seller agrees it will not plead, assert or raise in any manner a defense that Company has no right to recover: (1) because Company itself, rather than DOE/NNSA, has suffered no damages on account of the cost-reimbursable nature of Company's Prime Contract with DOE; or (2) because DOE has accepted the project or task performed under the Agreement.

#### **5. DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS [JAN 2026]**

- (a) DPAS-Rated Order. If this Agreement is a rated order certified for national defense use, then Seller shall follow all the provisions of the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700, *et seq.*). In the event that any provision of the DPAS regulations conflicts with any provision of this Article, the DPAS regulations will control.
- (b) Placing DPAS Ratings on Subcontracts.
  - (1) Subcontracts that May be Assigned DPAS Ratings. When placing subcontracts that directly support a DPAS-rated portion of this Agreement, the Seller may, if necessary, place DPAS-rated subcontract orders for:
    - (i) Items (as defined in 15 CFR § 700.8) which will be physically incorporated into other items to fill a rated portion of this Agreement, including that portion of such items normally consumed, or converted into scrap or by-products, in the course of processing;
    - (ii) Containers or other packaging materials required to make delivery of the finished items required under a rated portion of this Agreement;
    - (iii) Services, other than contracts of employment, needed to fill a rated portion of this Agreement; or
    - (iv) Maintenance and repair or operating supplies (as defined in 15 CFR § 700.8) needed to produce the finished items to fill rated orders.
  - (2) Subcontracts that Must Not be Assigned DPAS Ratings. Notwithstanding (b)(1) above, subcontracts will not be assigned DPAS ratings to obtain:
    - (i) Any items that: (1) are commonly available in commercial markets for general consumption; (2) do not require major modification when purchased for approved program use; and (3) are readily available in sufficient quantity so as to cause no delay in meeting approved program requirements;
    - (ii) Any items to be used primarily for administrative purposes, such as for personnel or financial management;
    - (iii) Delivery of items or services on a date earlier than needed;
    - (iv) A greater quantity of the item than needed, except to obtain a minimum procurable quantity;
    - (v) Any items related to the development of chemical or biological warfare capabilities or the production of chemical or biological weapons, unless such development or production has been authorized by the President or the Secretary of Defense;
    - (vi) Copper raw materials, crushed stone, gravel, sand, scrap, slag, central steam heat or waste paper; or
    - (vii) Any items subject to the authorities granted exclusively to other agencies by Executive Order 13603 (*e.g.*, health resources, civil transportation, etc.).
- (c) Flowdown. Seller will ensure that any rated lower-tier subcontracts are appropriately rated and contain terms substantially the same as this Article.

## 6. Y-12 ACCESS & WORKING DAYS [JAN 2026]

- (a) Applicability. This Article applies if Seller is to perform work on-site.
- (b) General Y-12 Access Requirements. Seller must comply with the Company form titled, “UCN-26303, Y-12 Access to Site.” Any Seller-furnished equipment used in the performance of the on-site work must have its wireless (Bluetooth, Wi-Fi, GPS, Near Field Communication (NFC), Cellular, etc.) or networking capabilities disabled. Seller must notify the Procurement Representative as soon as possible if Seller is unable to disable the wireless or networking capabilities of any Seller-furnished equipment.
- (c) Company Working Days.
  - (1) The Company's normal work schedule at Y-12 is Monday through Thursday. Seller's employees must adopt the work schedule and work shifts acceptable to the STR. A work day is considered nine or ten hours; however, alternate work days and shifts may be required. Permission for Seller employees to work outside of normal hours requires written approval in advance from the STR. Access limitations and restrictions to the site and work area that a Seller experiences due to working outside the Company's normal working hours for Seller's own convenience will not be grounds for increased cost or adjustment to the schedule. Working hours while on official travel authorized by the Company are not subject to the limitations set forth in this Article.
  - (2) The Company will not reimburse Seller for on-site closures when security events or inclement weather conditions arise.
  - (3) Seller agrees to recognize Company holidays. The list of observed Company holidays is located at: <https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions/enterprise-holiday-schedule>. The list of observed holidays for Y-12 construction craft is located in Article XII titled, “Holidays” of the Construction Labor Agreement. The Construction Labor Agreement is posted at: <https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions/special-Articles-and-forms>. Seller must request approval, in writing, at least 72 hours in advance for access to Y-12 or any Company-leased area on any observed holiday.

## 7. CODE OF BUSINESS ETHICS AND CONDUCT [JAN 2026]

- (a) Applicability. This Article applies to this Agreement unless this Agreement has a value greater than \$7,500,000.00 and a performance period of more than 120 days, in which case the Agreement is subject to the requirements of FAR 52.203-13, *Contractor Code of Business Ethics and Conduct* (Nov 2021), as stated in the Article titled, “Clauses Incorporated by Reference.”
- (b) General. Seller and its employees acknowledge and understand that this Article is intended as a guide for ethical conduct while Seller is performing work under this Agreement, and that this Article in no way describes expectations for employment between any individual employee of Seller and either the Company or the Seller itself. Accordingly, Seller employees performing work in furtherance of this Agreement will not:
  - (1) Accept from or provide gifts, meals, or other business courtesies to the Government, or Company and its subcontractors;
  - (2) Direct or manage Company employees;
  - (3) Suggest or cause others to believe that they are employees of Company;
  - (4) Act on behalf of, represent, or act as an agent of the Company in any forum, Seller agreement or in any other context without prior written approval from the Company Senior Supply Chain Manager or designee; or
  - (5) Market Seller's services for future Company work while onsite.
- (c) Use of Company Computers. Seller employees may, after obtaining authorization from the Company, use the Company's computers, communication equipment, systems, and materials for the Company's business purposes only. However, occasional, limited use of those resources for personal communications to handle emergency or unexpected situations (e.g., child care) is permitted. Seller employees will have no reasonable expectation of privacy in any communications they make using Company resources.
- (d) Investigation of Misconduct. Seller must immediately investigate any alleged Seller misconduct when requested by the Company.
- (e) Disclosures to Company Procurement Representative.
  - (1) If Seller employees performing work under this Agreement have: (i) any outside employment or engagement with; or (ii) ownership or substantial financial interests in, any known subcontractors to the Company, then Seller will promptly disclose such relationships to the Procurement Representative in writing upon discovery, and then annually thereafter.
  - (2) Seller will exercise due diligence to prevent and detect criminal conduct related to performance of work under this Agreement and promote an organizational culture that encourages ethical conduct and a commitment to

compliance with the law. Seller will promptly disclose in writing to the Procurement Representative whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor, has committed either: (i) a violation of federal or state criminal law other than traffic violations resulting in a fine less than \$300.00; (ii) a violation of the civil False Claims Act, 31 U.S.C. Section 3729-3733; (iii) a violation of Seller's own internal policies and procedures related to ethical and lawful conduct; or (iv) a violation of the Company's policies and procedures.

- (f) **Company Right to Terminate.** The Company may terminate this Agreement at will if it determines, at its sole discretion, that Supplier has engaged in any course of conduct which has, or may reasonably be expected to have, the effect of damaging the name or business reputation of the Company or adversely affects, or may reasonably be expected to adversely affect, the Company's best interests, economic or otherwise.

## 8. EMPLOYEE CONCERNS *[JAN 2026]*

- (a) **Definitions.** For the purposes of this Article, the following terms have the meaning set forth below:
  - (1) "Concerned Individual" means a current Seller Employee who expresses an Employee Concern through the Employee Concerns Program.
  - (2) "Discrimination" means adverse treatment of a Concerned Individual because the individual raised an Employee Concern.
  - (3) "Employee Concern" means a good-faith expression by a Concerned Individual that: (i) an activity, policy, or practice of DOE, or one of its contractors or subcontractors — including but not limited to, that which is related to the environment, safety, health, security, quality, and management of DOE facilities or operations — should be improved, modified, or terminated; or (ii) he or she has been subjected to HIRD (as defined below) by DOE, Company or one or more of Company's subcontractors, for raising an Employee Concern.
  - (4) "Harassment" means a behavior or an action taken by one or more supervisors or co-workers against or toward a Concerned Individual to belittle, humiliate, or impede that Concerned Individual in his or her work environment or job performance because the Concerned Individual raised an Employee Concern. Harassment may include, but is not limited to, threatening, restraining, coercing, blacklisting, mocking, humiliating, or isolating a Concerned Individual.
  - (5) "Harassment, Intimidation, Retaliation/Reprisal, or Discrimination" (HIRD) means a type of Employee Concern that includes allegations of Harassment, Intimidation, Retaliation/Reprisal, or Discrimination for raising an Employee Concern.
  - (6) "Intimidation" means a behavior or an action taken by a supervisor or co-worker against or toward any employee to cause the employee to be fearful of filing an Employee Concern; cease from pursuing an Employee Concern; or otherwise, be afraid for their safety or job security as a result of filing an Employee Concern.
  - (7) "Retaliation/Reprisal" means an adverse action taken against or toward a Concerned Individual with respect to employment (e.g., discharge, demotion, or other negative action with respect to the Concerned Individual's compensation, terms, conditions or privileges of employment) because the employee raised an Employee Concern.
  - (8) "Seller Employee" means any person currently employed by Seller or by Seller's subcontractors engaged in work for or supporting a Company project.
- (b) Seller must establish and maintain an Employee Concerns Program suitable for its organization to accept, process, and resolve Employee Concerns in a timely manner.
- (c) Seller must provide means to inform its employees and its subcontractor employees regarding their rights and responsibilities to raise any Employee Concern related, but not limited to, the environment, safety, health, security, quality, and management of DOE facilities and operations, as well HIRD, to Seller's Employee Concerns Program, Company's Employee Concerns Program, or the DOE Employee Concerns Program.
  - (1) While Seller Employees are encouraged first to seek resolution with first-line supervisors or organizational managers, or through Seller's or Seller's subcontractors' own existing complaint or dispute-resolution systems, Seller Employees have the right to report Employee Concerns through the Company Employee Concerns Program through the following avenues:

### Y-12:

Call: (865) 241-5855, (865) 574-7755, (865) 574-3506;

Helpline: (865) 576-1900;

Online: <https://home1.y12.doe.gov/eec>;

Form: UCN-21222, *Employee Concerns Submittal*; or

Q&A: <https://home1.y12.doe.gov/answers/>.

Seller Employees may also call the NNSA Site Office at Y-12 at 1-865-241-6497, DOE Employee Concerns Hotline at 1-800-676-3267, or the DOE Inspector General Hotline at 1-800-541-1625.

- (2) Although Employee Concerns may be reported anonymously, the investigation into the Employee Concern may be limited if insufficient information is provided when submitting the Employee Concern. Those who submit Employee Concerns anonymously will not receive a direct response.
- (d) Seller must cooperate with and assist Company in: (1) assessments of Seller's Employee Concerns Program; and (2) the processing of Seller Employee Concerns that are submitted to Company or the DOE Employee Concerns Program. This includes, but is not limited to, responding to the allegations in the Employee Concern, and making pertinent information, including relevant documentation, available to Company as necessary to address the submitted concern.
- (e) Seller's resolution of Employee Concerns must be in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of the DOE-related activities under Seller's or Company's jurisdiction. Assessments of Seller's Employee Concerns Program may be used to verify it acted to minimize, correct, or prevent recurrence of the situation that precipitated a concern.
- (f) Seller must implement corrective actions as directed by the Company Procurement Representative.
- (g) Seller must notify Company when it becomes aware that a Seller employee has filed a formal complaint of Retaliation/Reprisal, including a complaint submitted pursuant to 10 CFR 708, DOE Contractor Employee Protection Program; 41 USC § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information; or a complaint filed with the U.S. Department of Labor under 29 CFR 24, Procedures for Handling Retaliation Complaints.
- (h) At least every six months, or more frequently if requested by the Company Procurement Representative, Seller must provide to Company Procurement Representative a summary of Employee Concerns activity data with respect to Seller's Employee Concerns Program.
- (i) As a means of establishing an effective program, Seller's Employee Concerns Program should utilize Employee Concerns Program best practices, which may include, but are not limited to:
  - (1) Ensuring that there is an Employee Concerns Program Manager who reports to a designated executive in Seller's management chain;
  - (2) Establishing a case-file system of documentation and records for Employee Concerns;
  - (3) Establishing a process that provides anonymity and confidentiality for Seller Employees who raise Employee Concerns unless Seller is legally compelled to disclose such information;
  - (4) Providing avenues for informal resolution of concerns;
  - (5) Allowing for the use of alternate dispute resolution;
  - (6) Referring Employee Concerns to other appropriate organizations to investigate an Employee Concern; and
  - (7) Documenting acceptance of dismissal of a concern, including "closure" of a concern after an investigation into its merits.
- (j) Flowdown. Requirements of this Article, including this clause (j), must be flowed down to all lower-tier subcontracts.

## **9. INTERNET PROTOCOL TECHNOLOGY [JAN 2026]**

- (a) If this Agreement involves the acquisition of Information Technology (IT), as defined in FAR 2.101, that uses Internet Protocol (IP) technology, Seller agrees:
  - (1) That all deliverables that involve IT that use IP (products, services, software, etc.) are fully functional in an IPv6-only environment and comply with current IPv6 standards and technical capabilities as defined in the USGv6 Profile available on <https://www.nist.gov>; and
  - (2) To provide IPv6 technical support for fielded product management, development, and implementation.
- (b) If Seller plans to offer a deliverable that involves IT that is not initially compliant, then Seller agrees to:
  - (1) Obtain the Procurement Representative's approval before starting work on the deliverable; and
  - (2) Have IPv6 technical support for fielded product management, development, and implementation available.
- (c) Should Seller find that the Statement of Work or Specifications of this Agreement do not conform to IPv6 standards, Seller must notify the Procurement Representative of such nonconformance and act in accordance with the instructions of the Procurement Representative.

## **10. MITIGATING SUPPLY CHAIN RISK FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEMS [JAN 2026]**

- (a) Definitions. As used in this Article.
  - (1) "Covered system" means—
    - (i) National security systems (as defined at 44 U.S.C. § 3552) and components of such systems;

- (ii) Nuclear weapons and components of nuclear weapons;
- (iii) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;
- (iv) Items associated with the surveillance of the nuclear weapon stockpile; or
- (v) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.
- (2) “Covered item of supply” means an item—
  - (i) that is purchased for inclusion in a covered system; and
  - (ii) the loss of integrity of which could result in a supply chain risk for a covered system.
- (3) “Supply Chain Risk” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.
- (b) Seller must take all prudent actions, and comply with all Company directions (as identified in (c) of this Article), to mitigate supply chain risk when providing covered systems or covered items of supply to Company, and services affecting covered systems or covered items of supply.
- (c) In order to manage supply chain risk, Company may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold consent for Seller to subcontract with a particular source or direct Seller to exclude a particular source from consideration for a subcontract under this Agreement. When Company exercises this authority, it will only provide Seller with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by Company pursuant to 50 U.S.C. § 2786 will be subject to review in any court.
- (d) Subcontracts. Seller must insert the substance of this Article, including this clause (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

## **11. MITIGATING SUPPLY CHAIN RISK FOR INFORMATION AND COMMUNICATION TECHNOLOGY [JAN 2026]**

- (a) Definitions.
  - (1) As used in this Article “Covered Article” includes –
    - (A) “Information Technology” which means –
      - (i) any equipment, or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use –
        - a. of that equipment; or
        - b. of that equipment to a significant extent in the performance of a service or the furnishing of a product;
      - (ii) computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however,
      - (iii) does not include any equipment acquired by a federal contractor incidental to a federal contract.
    - (B) “Telecommunications Equipment,” which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).
    - (C) “Telecommunications Service,” which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
    - (D) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or
    - (E) Hardware, systems, devices, software, or services that include embedded or incidental Information technology.
  - (2) Supply Chain Risk - The term “Supply Chain Risk” means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered Articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered Articles or information stored or transmitted on the covered Articles.
- (b) Seller must take all prudent actions, and comply with all Company directions (as identified in (c) below), to mitigate Supply Chain Risk when providing Covered Articles or services affecting Covered Articles to Company.

- (c) In order to manage Supply Chain Risk, Company may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for Seller to subcontract with a particular source or direct Seller to exclude a particular source from consideration for a subcontract under this Agreement.
- (d) Subcontracts. Seller must insert the substance of this Article, including this clause (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

## **12. CONFIDENTIALITY OF INFORMATION [JAN 2026]**

To the extent that work under the Agreement requires that Seller be given access to confidential or proprietary business, technical, or financial information belonging to the Government, Company, or other parties, Seller must after receipt thereof treat such information as confidential and must limit disclosure of such information to only its employees and students who have a need to know such information and who are obligated to treat such information as confidential. Seller agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Company in writing. The foregoing obligations, however, will not apply to: (a) information which, at the time of receipt by Seller is in public domain; (b) information which is published after receipt thereof by Seller or otherwise becomes part of the public domain through no fault of Seller; (c) information which Seller can demonstrate was in its possession at time of receipt thereof and was not acquired directly or indirectly from the Government or Company; (d) information which Seller can demonstrate was received by it from a third party who did not require Seller to hold it in confidence; or (e) information required by law to be disclosed, provided Company has been given 60 days' written notice prior to disclosure.

## **13. COMPLIANCE WITH LAWS [JAN 2026]**

- (a) In performing work under the Agreement, Seller must comply with the requirements of applicable Federal, State, and local laws and regulations, unless relief has been granted in writing by the appropriate regulatory agency.
- (b) Except as otherwise directed by Company, Seller must procure all necessary permits or licenses required for the performance of work under the Agreement.
- (c) Regardless of the performer of the work, Seller is responsible for compliance with the requirements of this Article. Seller is responsible for flowing down the requirements of this Article to subcontracts at any tier to the extent necessary to ensure Seller's compliance with the requirements.

## **14. SECURITY REQUIREMENTS [JAN 2026]**

- (a) This Agreement is intended for unclassified, publicly releasable research or development work. Company does not expect that results of the research project will involve classified information or Unclassified Controlled Nuclear Information (UCNI) (See 10 CFR part 1017). However, Company or Government may review the research work generated under this Agreement at any time to determine if it requires classification or control as UCNI.
- (b) If, subsequent to the date of this Agreement, a review of the information by either party or the Government reveals that classified information, including potential classified inventions, or UCNI is being generated under this Agreement, then Seller must protect the information from disclosure unauthorized by law and Company may direct a change in the security requirements of this Agreement. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Agreement, the Agreement will be subject to an equitable adjustment as if the changes were directed under FAR 52.243-2, "Changes," as stated in the Article titled "Clauses Incorporated by Reference" of this Agreement.
- (c) If the security requirements are changed, Seller must exert every reasonable effort compatible with its established policies to continue the performance of work under the Agreement in compliance with the change in the security requirements. If Seller determines that continuation of the work under this Agreement is not practicable because of the change in security requirements, Seller must notify the Procurement Representative in writing. Until the Procurement Representative provides direction in response to Seller's notice, Seller must protect the material as directed by Company.
- (d) After receiving the written notification, the Procurement Representative will explore the circumstances surrounding the proposed change in security requirements and may endeavor to work out a mutually satisfactory method to allow Seller to continue performance of work under this Agreement.
- (e) Within 15 days of receiving the written notification of Seller's stated inability to proceed, the Procurement Representative must determine whether: (1) these security requirements do not apply to this Agreement; (2) a mutually satisfactory method for continuing performance of work under this Agreement can be agreed upon; or (3) Company will terminate the Agreement, in whole or in part, for convenience. If this determination is not made, Seller may request the Procurement Representative to terminate the Agreement in whole or in part. The Procurement Representative will terminate the Agreement in whole or in part, as may be appropriate, and the termination will be deemed a termination under the terms of FAR 52.249-5, "Termination for Convenience of the Government" as stated in the Article titled



“Clauses Incorporated by Reference” of this Agreement.

## **15. DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA [JAN 2026]**

Generally, delivery of Limited Rights Data (or Restricted Computer Software) should not be necessary. However, only if Limited Rights Data will be used in meeting the delivery requirements of the Agreement, the following disclosure and use restrictions will apply to, and must be inserted in, any FAR 52.227-14, Rights in Data-General (MAY 2014) Limited Rights Notice on any Limited Rights Data furnished or delivered by Seller or a lower-tier subcontractor:

- (a) These “Limited Rights Data” may be disclosed for evaluation purposes under the restriction that the “Limited Rights Data” be retained in confidence and not be further disclosed;
- (b) These “Limited Rights Data” may be disclosed to other contractors participating in the Government's program of which this Agreement is a part for information or use in connection with the work performed under their Agreements and under the restriction that the “Limited Rights Data” be retained in confidence and not be further disclosed;
- (c) These “Limited Rights Data” may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the “Limited Rights Data” be retained in confidence and not be further disclosed; and
- (d) These “Limited Rights Data” may be used (except for manufacture) by support service contractors participating in the Government’s program of which this Agreement is a part for information or use in connection with work performed solely in connection with work under this Agreement and under the restriction that the “Limited Rights Data” be retained in confidence and not be further disclosed.

## **16. PUBLICATIONS [JAN 2026]**

- (a) Seller must closely coordinate with the Subcontract Technical Representative regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under this Agreement. Seller will provide Company an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this Agreement at least 45 days prior to their submission for publication. Company will review the proposed publication and provide comments. A response must be provided to Seller within 45 days; otherwise, Seller may assume that Company has no comments. Prior to submission for publication, Seller agrees to address any concerns or issues identified by Company, including, but not limited to, those relating to information that might compromise inventions; proprietary information provided by Company to Seller; and information identified and protected from disclosure pursuant to Article titled, “Security Requirements.”
- (b) Seller may acknowledge Company and Government sponsorship of the work only with the prior written approval of the Procurement Representative. The interest of Company and Government in this Agreement may not be used in advertising or publicity without advance written approval of Company.

## **17. REPORT PREPARATION REQUIREMENTS [JAN 2026]**

- (a) These requirements apply to all formal reports, including the final report, required by the Agreement. They do not apply to letter reports or reports specifically identified in this Agreement as informal reports.
- (b) The final report must contain a comprehensive summary of all work results and conclusions. All reports must fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the Agreement work. If an objective is not accomplished, such failure must be fully documented and explained in the report.
- (c) Reports must include the following elements: (1) a brief abstract of the report which describes the overall objectives and results; (2) a full statement of each objective and description of the effort performed and the accomplishments achieved; (3) a list of any publication or information release made of material developed or maintained through the performance of the Agreement; and any other relevant information.

## **18. NOTIFICATION OF CLAIMS, BANKRUPTCY, AND OTHER MATTERS [JAN 2026]**

Seller must immediately notify the Procurement Representative in writing of: (a) any action filed by or against Seller, including any proceeding in bankruptcy or before an administrative agency, arising out of or related to the performance of this Agreement; and (b) any claim against Seller, the cost and expense of which is allowable under the terms of this Agreement. If, at any time during the performance of this Agreement, Seller becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Agreement, it must immediately notify the Procurement Representative in writing of such circumstances, and Seller must take whatever action is necessary to cure such defect within the shortest possible time.

## **19. COMPANY-FURNISHED AND SELLER-ACQUIRED PROPERTY [JAN 2026]**

- (a) Company will furnish Seller the materials, equipment, and supplies, if any, listed in Section C, Statement of Work.
- (b) Purchase of equipment or other tangible personal property, which is not identified in Seller's cost proposal for this Agreement and for which Seller may seek to be reimbursed as a direct item of cost under this Agreement, must be approved in advance by the Procurement Representative.
- (c) Except as provided in clause (e) below, all property furnished by Company or property acquired by Seller as a direct cost under the Agreement, title to which vests in the Government, must be identified, controlled, and protected as required by FAR 52.245-1, which is incorporated by reference as a part of this Agreement. Disposition of such property upon completion of this Agreement must be as directed by the Procurement Representative.
- (d) If Company provides Seller property that is identified as "high risk property" for use under this Agreement, or if Seller acquires high risk personal property as a direct cost under the Agreement, Seller must ensure that adequate safeguards are in place, and adhered to, for the handling, control, and disposition of this property in accordance with the policies, practices, and procedures for property management contained in the DOE Property Management regulations (41 CFR Subpart 109-1.53). Notwithstanding FAR 52.245-1, Alternate II, title to all high-risk personal property vests in the Government, and disposition of such property upon completion of the Agreement must be as directed by the Procurement Representative.
- (e) Notwithstanding FAR 52.245-1, Alternate II, Company must determine at the conclusion of the Agreement whether the educational institution will be allowed to retain Seller-acquired high risk personal property or sensitive items with an acquisition cost of less than \$5,000.00.
- (f) Definitions. "High risk personal property" means property that, because of its potential impact on public health and safety, the environment, national security interests, or proliferation concerns, must be controlled and disposed of in other than the routine manner. *See* 41 CFR 109-1.100-51. "Sensitive items" means those items of personal property provided by Company or acquired by Seller as a direct cost under the Agreement that are considered to be susceptible to being appropriated for personal use or which can be readily converted to cash, for example: firearms, portable photographic equipment, binoculars, portable tape recorders, portable calculators, portable power tools, portable computers, and portable communications equipment. *See* 41 CFR 109-1.100-51.

## **20. RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL [JAN 2026]**

The parties understand that materials and information resulting from the performance of this Agreement may be subject to export control laws and that each party is responsible for its own compliance with such laws. Transfer of such materials and information may require some form of export control license or other authority from the Government, and failure to obtain such export control license may result in criminal liability under U.S. laws.

## **21. COST ACCOUNTING STANDARDS (CAS) LIABILITY [JAN 2026]**

*[Applicable to Agreements exceeding \$2,500,000.00]*

The Article titled "Clauses Incorporated by Reference" incorporates into these General Terms and Conditions Articles titled "Cost Accounting Standards" and "Administration of Cost Accounting Standards." Notwithstanding the provisions of these Articles, or of any other provision of the Agreement, Seller will be liable to the Government for any increased costs, or interest thereon, resulting from any failure of Seller, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such Article.

## **22. PERFORMANCE OF WORK [JAN 2026]**

- (a) Seller will perform the work at a location other than a DOE/NNSA Facility.
- (b) Seller may attend meetings at the Y-12 National Security Complex provided such meetings do not involve any activities listed below:
  - (i) require a Job Hazard Analysis;
  - (ii) involve unescorted access to Y-12 limited areas;
  - (iii) require Seller employees to have access to Y-12 for 10 or more days during a 12-month period;
  - (iv) require Seller employees to receive any Y-12 training;
  - (v) involve access to Classified or Controlled Unclassified Information;
  - (vi) require access to Y-12 networks or systems requiring authentication and Security controls; or
  - (vii) otherwise require work to be performed at Y-12 or utilize Y-12 networks.
- (c) In the event any activities associated with the Agreement, in whole or in part, involve activities listed in subclause b, above, additional safety, security, and other site-specific requirements will be required and the parties will negotiate, in

good faith, such Articles to be included in the Agreement to address additional on-site requirements as the parties deem appropriate.

### **23. TRAVEL REQUIREMENTS [JAN 2026]**

- (a) All travel not included in Seller's cost proposal must be approved in advance by Company.
- (b) All foreign travel must be specifically approved in advance by Company and DOE, even if the cost is included in Seller's cost proposal for this Agreement. Requests for approval for travel to a sensitive country or involving a sensitive subject must be submitted to Company at least 40 days prior to the proposed departure date. Requests for approval for travel to a non-sensitive country and not involving a sensitive subject must be submitted to Company at least 30 days prior to the proposed departure date. Post-travel trip reports for all foreign travel must be submitted within 25 days after return. Foreign travel requests should be submitted on DOE F 551.1 dated (08-02).
- (c) Any travel costs will be reimbursable in accordance with Seller's institutional travel policy.

### **24. LIABILITY FOR FINES AND PENALTIES [JAN 2026]**

Seller will be responsible, at no expense to Company, for the payment of fines, penalties, and other assessments imposed as a result of Seller's performance. If the fine, penalty, or other assessment results in part from actions or failures to act of Company or its employees, Company will be responsible for its *pro rata* share. If Company is required to pay a fine, penalty, or other assessment for which Seller is liable under this Article, Seller must reimburse Company the amount of such fine, penalty, or other assessment.

### **25. DISPUTES [JAN 2026]**

- (a) Informal Resolution
  - (1) The parties to a dispute must attempt to resolve it in good faith by direct, informal negotiations. All negotiations must be confidential. Pending resolution of the dispute, Seller must proceed diligently with the performance of this Agreement, in accordance with its terms and conditions.
  - (2) The parties, upon mutual Agreement, may seek the assistance of a neutral third party at any time, but they must seek such assistance no later than 120 days after the date of Company's receipt of a claim. The parties may request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation will be shared equally by both parties, and each party must bear its discretionary costs. If requested by both parties, the neutral third party may offer a non-binding opinion as to a possible settlement. All discussions with the neutral third party must be confidential.
  - (3) In the event the parties are unable to resolve the dispute by using a neutral third party or Ombuds Program, Seller must submit to Company's Senior Director, Supply Chain Management a written claim for payment or other relief based on the disputed matter, citing this Article titled, "Disputes," and requesting a Final Decision (hereinafter a "Claim").
  - (4) A Claim from Seller will be deemed denied if the Senior Director, Supply Chain Management, does not issue a written Final Decision (A) by the date the Senior Director, Supply Chain Management notified Seller that the decision would be issued; or (B) within 60 calendar days after receipt of the Claim if the Senior Director, Supply Chain Management did not notify Seller of a date by which the Final Decision would be issued. The Senior Director, Supply Chain Management may, but is not required to, issue a written Final Decision after a Claim is deemed denied.
  - (5) The Senior Director, Supply Chain Management's written Final Decision on any Seller Claim will be final and conclusive between the parties with no right of judicial review; provided however, that the Final Decision will not be final and binding against either party, and may be given no evidentiary weight by an arbitrator or trier of fact, if, within 90 calendar days of Seller's receipt of the written Final Decision, the parties agree to submit the Claim to binding arbitration as provided for in section (b) below or Seller files suit in the appropriate court as provided for in clause (c) below.
  - (6) Seller will have no right to file suit prior to the date of the written Final Decision or 60 calendar days from the Senior Director, Supply Chain Management's receipt of the Claim, whichever occurs earlier.
- (b) Formal Resolution
  - (1) Unless prohibited by the state laws of either party, a dispute not resolved by informal resolution may be submitted to binding arbitration upon written Agreement of both parties. Any such arbitration must be conducted by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If arbitration is agreed to by both parties, such Agreement is irrevocable, except by written Agreement of the parties, and the outcome of the arbitration will be binding on all parties.

- (2) Each party to the arbitration must pay its pro rata share of the arbitration fees and costs, except that each party will be responsible for counsel fees or witness fees or other expenses or discretionary costs incurred by the party for its own benefit.
- (3) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (c) Litigation
  - (1) State Agency. Where Seller is a State agency, such as an educational institution, the applicable constitutional provisions or statutes that govern sovereign immunity will dictate the appropriate forum and law governing substantive issues.
  - (2) Seller not a State Agency. (A) Any litigation for an Agreement related to Y-12 must be brought and prosecuted exclusively in Federal District Court, with venue in the United States Court for the Eastern District of Tennessee, Northern Division. (B) In the event the requirements for jurisdiction in Federal District Court are not present, such litigation must be brought in Anderson, Knox, or Roane County, Tennessee, in the Circuit or Chancery Court, as appropriate.
  - (3) THE PARTIES AGREE TO TRIAL BY JUDGE ALONE AND HEREBY WAIVE ANY RIGHT TO DEMAND A TRIAL BY JURY.
  - (4) If a court awards prejudgment interest on a Claim, the interest rate must be the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, (41 U.S.C. § 7109(b)). If a court awards prejudgment interest, interest must accrue from no earlier than the date a Claim is received by the Senior Director, Supply Chain Management.
- (d) Applicable Law. Subject to (c)(1), the resolution of all issues arising from or relating to this Agreement must be governed to the maximum extent practicable by the common law of federal contracts; provided, however, that: (1) the “Christian Doctrine” will not apply, meaning that federal procurement clauses (e.g., the FAR, including agency supplements) or portions thereof not appearing in this Agreement will not be read into this Agreement; and (2) where the language of any Article, provision or term herein differs from the language of a federal procurement clause, provision or term, the differing language of this Agreement will control. Where the common law of federal contracts does not apply, then subject to (c)(1), resolution for Agreements related to Y-12 must be governed by the laws of the State of Tennessee without regard to its Conflict of Laws rules.

## **26. ASSIGNMENT [JAN 2026]**

- (a) Except as provided in (b), Seller may not assign rights or obligations to third parties without the prior written consent of the Procurement Representative. Seller must submit the documentation prescribed at FAR 42.1200 when requesting Company acceptance of Seller’s successor in interest or to recognize Seller’s change of name.
- (b) Seller may assign rights to be paid amounts due or to become due to a bank, trust company, or other financing institution, including a federal lending agency, if the Procurement Representative is promptly furnished written notice and a signed copy of such assignment, provided that any assignment of monies must be subject to: (1) proper setoffs in favor of Company; and (2) any deductions provided for in this Agreement. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this Agreement, payments to an assignee of any amounts due or to become due under this Agreement must not be subject to reduction or setoff.
- (c) Any assignment or reassignment authorized under this Article must cover all unpaid amounts payable under this Agreement, and must not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Agreement.
- (d) Seller must not furnish or disclose to any assignee under this Agreement any classified document or any information related to work under this Agreement (including this Agreement) until the Procurement Representative authorizes such action in writing.

## **27. AUTHORIZED REPRESENTATIVES AND NOTICE [JAN 2026]**

Unless otherwise specified, all notices and communications in accordance with or related to this Agreement must be between authorized representatives designated in writing by the parties. Notices must be in writing and may be served either personally on the authorized representative of the receiving party, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this Agreement or such address as directed by notice.

**28. SELLER'S LEGAL COSTS [JAN 2026]**

*[This Article applies only to cost reimbursement Agreements with private universities or colleges.]*

For any Seller matter in litigation for which Seller is entitled to reimbursement of costs under this Agreement and for which Seller reasonably expects its legal costs of retained counsel to exceed \$100,000.00 over the life of the matter, Seller must:

- (a) Promptly notify the Procurement Representative of the matter;
- (b) Comply with the requirements of 10 CFR Part 719.15 regarding content of a Staffing and Resource Plan ("Plan") (substituting "Seller" for "contractor" and "Procurement Representative" for "Department Counsel");
- (c) Submit the Plan to the Procurement Representative within 30 days of providing prompt notice unless the Procurement Representative extends the submission date;
- (d) Within 30 days (unless the Procurement Representative extends the date) of receiving an objection to the Plan by the Procurement Representative, either revise the Plan to satisfy the objection or file a letter with the Procurement Representative disputing the objection;
- (e) Notify the Procurement Representative before incurring retained legal counsel costs in excess of costs listed in the budget;
- (f) Update the Plan annually or more frequently if there are significant changes in the matter;
- (g) Request prior permission from the Procurement Representative to enter into a settlement Agreement with, or make any payments to (except payments ordered by a court or arbitrator), claimants or third-parties if the settlement or payment is likely to reach \$25,000.00 or more and provide with the request the documentation listed at 10 CFR 719.34; and
- (h) Submit to the Procurement Representative a copy of the executed settlement Agreement within 7 days of execution.

**29. SURVIVAL [JAN 2026]**

All terms, conditions and provisions of this Agreement, which by their terms or by their nature are independent of the period of performance, will survive the cancellation, termination, expiration, default or abandonment of this Agreement.

**30. CLAUSES INCORPORATED BY REFERENCE [JAN 2026]**

- (a) The clauses listed in the table below are incorporated herein by reference. Full text of FAR clauses may be accessed at: <https://www.acquisition.gov/browse/index/far>. Full text of DEAR clauses may be accessed at: <https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>. Full text of UCN Company forms may be accessed at: <https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions>.
- (b) Whenever necessary to make the context of the unmodified FAR or DEAR clause applicable to this Agreement:
  - (1) The term "Contract" means this "Agreement";
  - (2) The term "Contracting Officer" means Company's "Procurement Representative";
  - (3) The term "Contractor" means "Seller";
  - (4) The term "Government" means "Company," except the term "Government" does not change:
    - (i) The phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property";
    - (ii) Paragraph (a) of FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions;
    - (iii) DEAR 970.5227-5, Notice and Assistance Regarding Patent and Copyright Infringement; and
    - (iv) DEAR 970.5208-1, Printing.

<b>APPLICABLE TO THIS AGREEMENT UNLESS OTHERWISE INDICATED BELOW OR IN THE BODY OF THE CLAUSE:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)	Applies if Agreement involves making unclassified information about nuclear technology available to sensitive foreign nations.
DEAR 952.204-77	Computer Security (AUG 2006)	Applies if Seller may have access to computers owned, leased or operated on behalf of the Department of Energy.
DEAR 952.217-70	Acquisition of Real Property (MAR 2011)	Applies if the Agreement involves leased space that is reimbursed.
DEAR 970.5227-8	Refund of Royalties (AUG 2002))	"DOE" means "DOE/NNSA" or "Company."

		Applies if “royalties” are paid under the Agreement the Seller or any lower-tier subcontractor.
DEAR 952.227-11	Patent Rights – Retention by the Contractor (Short Form) (MAR 1995)	“Government” means the “United States Government” and “Contracting Officer” means the “DOE/NNSA Contracting Officer for Prime Contract DE-NA0001942” with the Company. Applies only if Seller is a nonprofit organization as set forth in 48 CFR 27.301. If Seller does not qualify in accordance with 48 CFR 27.301, it may request a patent waiver pursuant to 10 CFR 784. Add “and Procurement Representative” after “Contracting Officer” in subparagraph (1) (1).
DEAR 952.235-71	Research Misconduct (JUL 2005)	None.
DEAR 952.247-70	Foreign Travel (JUN 2010)	Applies if the Agreement requires foreign travel.
DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (AUG 2016), paragraphs (a) through (k)	Applies to the Agreement to the extent the Agreement involves a risk of public liability, as that term is defined by the Atomic Energy Act of 1954, as amended, and by paragraph (2) of 48 CFR 952.250-70 (“public liability”). Seller must flowdown this provision to all lower-tier subcontracts to the extent those subcontracts involve a risk of public liability.
DEAR 970.5204-3	Access to and Ownership of Records (OCT 2014)	Applicability instruction modeled after Paragraph (g).
DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)	None.
DEAR 970.5225-1	Compliance with Export Control Laws and Regulations (NOV 2015)	None.
DEAR 970.5227-4	Authorization and Consent (AUG 2002)	“Government” remains unchanged. Paragraphs (a), (c)(2), (c)(3) apply if Agreement is for research and development services.
DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2010)	“Government” means the “United States Government” and “Contracting Officer” means the “DOE/NNSA Contracting Officer for Prime Contract DE-NA0001942” with the Company.
DEAR 970.5245-1	Property (JAN 2013)	“Government” remains unchanged.
FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)	None.
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	Applies unless this Agreement is a personal services contract with individuals.
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities (JUL 2018)	None.
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021), excluding paragraph (b)(2)	Paragraph (b)(2) is “Reserved.”
FAR 52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)	None.
FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	Applicable when cost and pricing data required.

FAR 52.216-7	Allowable Cost and Payment (DEC 2002)	Substitute 31.3 in Agreements with educational institutions and 31.7 in Agreements with nonprofit organizations for 31.2 in paragraph (a).
FAR 52.216-15	Predetermined Indirect Cost Rates (APR 1998)	“Government” shall mean the “United States Government” and “Contracting Officer” shall mean the “DOE/NNSA Contracting Officer for Prime Contract DE-NA0001942” with the Company.
FAR 52.222-3	Convict Labor (JUN 2003)	Applies to subcontracts above the micro-purchase threshold. The definition and current dollar values are located at FAR 2.101(b).
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)	The FEB 2009 clause requires the substance of this clause to be included in all subcontracts.
FAR 52.223-3	Hazardous Material Identification and Material Safety Data Sheets (JAN 1997) and Alternate I (JUL 1995)	Applies only if the Agreement will require the delivery of hazardous materials.
FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	Applicability instruction modeled after Paragraph (a). Paragraph (a) shall read 45 days prior.
FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	None
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)	Applies to subcontracts above the micro-purchase threshold. The definition and current dollar values are located at FAR 2.101(b).
FAR 52.227-1	Authorization and Consent (DEC 2007)	Applies if Agreement is for services other than research and development. Notes: The term “Government” means “Company” in the phrase “accepted by the Government.” The words “or the Company” are inserted between “liability to the Government” and “for infringement.”
FAR 52.227-14	Rights in Data-General (MAY 2014) with Alternate V (DEC 2007) including new paragraph (j) and DEAR 927.409 revised paragraphs (a) Definitions and (d) (3) (so identified in DEAR 927.409 but to be included as (d) (4)).	“Government” remains unchanged.  Applies if technical data or computer software is expected to be produced under the Agreement. For purposes of its performance of work under Prime Contract No. DE-NA0001942, Company will be entitled to the same rights and notices and subject to the same restrictions under this clause as the Government.
FAR 52.227-14	Rights in Data-General (MAY 2014) with Alternate IV (DEC 2007), revised paragraph (c) (1) and DEAR 927.409, revised paragraph (a) Definitions.	“Government” remains unchanged.  Applies if the Agreement is for basic or applied research and computer software is not specified as a Deliverable in the Statement of Work, and no other special circumstances apply per DEAR 927.409. For purposes of its performance of work under Prime Contract No. DE-NA0001942, Company will be entitled to the same rights and notices subject to the same restrictions under this clause as the Government.
FAR 52.227-16	Additional Data Requirements (JUN 1987)	Does not apply if Agreement is with a university or college for an amount of \$500,000.00 or less.
FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	Applies if the Agreement is based upon a technical proposal.
FAR 52.229-10	State of New Mexico Gross Receipts and Compensating Tax (APR 2003)	Applies if any part of this Agreement is to be performed in the state of New Mexico.

FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None.
FAR 52.242-15	Stop-Work Order (AUG 1989) with Alternate I (APR 1984)	None.
FAR 52.243-2	Changes – Cost-Reimbursement (AUG 1987), with Alternate V (APR 1984)	None.
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2025), excepting paragraphs (c)(1)(xi) and (c)(1)(xii)	Paragraphs (c)(1)(xi) and (c)(1)(xii) are “Reserved.”
FAR 52.245-1	Government Property (APR 2012) with Alternate II (JUN 2007)	“Government” remains unchanged.
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)	None.
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)	None.
FAR 52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (AUG 2016)	None.
UCN-22480	Hazardous Material Identification and Material Safety Data (JUL 2014) (Company)	Applies if the Agreement will require the delivery of hazardous materials.
UCN-26608	UCNI / CUI Protection Requirements for CNS Supplier (NOV 2023) (Company)	Applies if subcontractor will have access to Unclassified Controlled Nuclear Information or Controlled Unclassified Information.

**APPLICABLE IF THE AGREEMENT IS FOR \$2,500.00 OR MORE:**

Clause Number	Title and Date	Instructions
FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	Applies if the Agreement is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)	None.
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year & Option Contracts) (AUG 2018)	None.
FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAY 2014)	None.
FAR 52.222-55	Minimum Wages Under Executive Order 13658 (JAN 2022)	Applies if this Agreement exceeds \$2,500.00 or a portion of the work identified is covered by the Service Labor Standards.
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	Applies in accordance with Paragraph (m).

**APPLICABLE IF THE AGREEMENT IS FOR \$3,500.00 OR MORE:**

Clause Number	Title and Date	Instructions
FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	Not applicable to COTS (as COTS is defined by the FAR).

**APPLICABLE IF THE AGREEMENT IS FOR \$20,000.00 OR MORE:**

Clause Number	Clause Number	Instructions
FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020)	None.



FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)	Applies if Agreement exceeds or is expected to exceed \$20,000.00.
---------------	--	--

**APPLICABLE IF THE AGREEMENT IS FOR \$40,000.00 OR MORE:**

Clause Number	Title and Date	Instructions
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)	None.

**APPLICABLE IF THE AGREEMENT IS FOR \$45,000.00 OR MORE:**

Clause Number	Title and Date	Instructions
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)	None.

**APPLICABLE IF THE AGREEMENT EXCEEDS \$100,000.00:**

Clause Number	Title and Date	Instructions
DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)	<p>"Government" means the "United States Government" and "Contracting Officer" means the "DOE/NNSA Contracting Officer for Prime Contract DE-NA0001942" with the Company.</p> <p>With respect to each notice or claim of, or suit against Company on account of, any alleged patent or copyright infringement based on the performance of the Agreement, Company will be entitled to the same notices, cooperation, and assistance as is afforded the Government under this clause.</p>

**APPLICABLE IF THE AGREEMENT EXCEEDS \$200,000.00:**

Clause Number	Title and Date	Instructions
FAR 52.203-7	Anti-Kickback Procedures (OCT 2010), except paragraph (c)(1)	None.
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	"Government" retains its meaning.
FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020)	Applies if Agreement <i>equals</i> or exceeds \$200,000.00.
FAR 52.222-37	Employment Reports on Veterans (FEB 2016JUN 2020)	Applies if FAR 52.222-35 applies.

**APPLICABLE IF THE AGREEMENT EXCEEDS \$350,000.00:**

Clause Number	Title and Date	Instructions
DEAR 952.223-78	Sustainable Acquisition Program (OCT 2010)	None.
FAR 52.203-3	Gratuities (APR 1984)	None.
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None.
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	None.
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	Applies if this Agreement has an estimated total value above the simplified acquisition threshold (\$350,000.00).
FAR 52.215-2	Audit and Records - Negotiation (OCT 2010)	None.

FAR 52.215-23	Limitations on Pass-Through Charges (OCT 2009)	None.
FAR 52.219-8	Utilization of Small Business Concerns (JAN 2025)	Applies if Agreement amount is expected to exceed \$350,000.00, unless performed entirely outside of the United States and its outlying areas.
FAR 52.242-13	Bankruptcy (JUL 1995)	None.
FAR 52.244-2	Subcontracts (OCT 2010) with Alternate I (JUN 2007)	Insert in Paragraph (d): “Any subcontract or purchase order for other than “commercial product” or “commercial service” exceeding the simplified acquisition threshold. (“Commercial product” and “commercial service” have the meanings contained in FAR 2.101, Definitions.)”
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 2025)	Applies if the Agreement involves international air transportation.

**THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$500,000.00:**

Clause Number	Title and Date	Instructions
DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None.

**APPLICABLE IF THE AGREEMENT EXCEEDS \$900,000.00:**

Clause Number	Title and Date	Instructions
FAR 52.219-9	Small Business Subcontracting Plan (JAN 2017) (Alternate II) (NOV 2016)	Applicability in subcontracts other than small business concerns that offer subcontracting possibilities.

**THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$1,000,000.00:**

Clause Number	Title and Date	Instructions
FAR 52.242-3	Penalties for Unallowable Costs (DEC 2022)	None.

**APPLICABLE IF THE AGREEMENT EXCEEDS \$2,500,000.00:**

Clause Number	Title and Date	Instructions
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2011)	None.
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (JUN 2020)	Not used when FAR 52.215-10 is applicable.
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (JUN 2020)	None.
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data-Modification (JUN 2020)	None.
FAR 52.230-2	Cost Accounting Standards (OCT 2015)	Excluding paragraph (b), applies to nonprofit organizations if they are subject to full CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (MAY 2012), excluding paragraph (b)	Applies to nonprofit organizations if they are subject to modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
FAR 52.230-5	Cost Accounting Standards – Educational Institution (MAY 2012), excluding paragraph (b)	None

FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010)	None
--------------	--	------

**APPLICABLE IF THE AGREEMENT EXCEEDS \$6,000,000.00:**

Clause Number	Title and Date	Instructions
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	Applies if the period of performance is 120 days or more.  Reporting can be as follows: Y-12 Ethics Hotline; phone 865-576-1900; Office of Inspector General; 1-800-447-8477. However, all disclosures of violation of the civil False Claims Act or of Federal criminal law will be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer
FAR 52.203-14	Display of Hotline Poster(s) (b)(3) (OCT 2015)	DOE Hotline Poster is available at: <a href="http://energy.gov/ig/downloads/office-inspector-general-hotline-poster">http://energy.gov/ig/downloads/office-inspector-general-hotline-poster</a>

**APPLICABLE IF THE AGREEMENT REQUIRES PRINTING (AS DEFINED IN TITLE I, DEFINITIONS OF THE U.S. GOVERNMENT PRINTING AND BINDING REGULATIONS):**

Clause Number	Title and Date	Instructions
DEAR 970.5208-1	Printing (DEC 2000)	“Government” retains its meaning.