



**MASTER AGREEMENT**

**BETWEEN**

**LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**FOR**

**STANDARD RESEARCH**

**LLNS AGREEMENT NO. B570250**

**MASTER AGREEMENT  
FOR  
STANDARD RESEARCH  
NO. B570250**



Lawrence Livermore National Laboratory  
Supply Chain Management Department  
P.O. Box 5012  
Livermore, CA 94551

**Subcontractor:**

The Regents of the University of California  
Office of the President  
Attention: Samuela Evans  
1111 Franklin St.  
Oakland, CA 94607-5200

**LLNS Contract Administrator:**

Mary Grace Tecson  
**Phone:** (925) 422-0716  
**Fax:** (925) 423-0450  
**E-Mail:** tecson1@llnl.gov

**Introduction**

This is a Master Agreement (hereinafter called "Agreement") for unclassified basic and applied research and development work.

The parties to this Agreement are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and The Regents of the University of California (hereinafter called "Subcontractor").

This Agreement and any awarded Subcontracts are subcontracts under Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called "Government"), represented by the Department of Energy National Nuclear Security Administration (hereinafter called "DOE/NNSA"), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL").

**Agreement**

The parties agree to perform their respective obligations in accordance with the terms and conditions of the attached SCHEDULE OF ARTICLES and any documents referenced or incorporated therein, which together with this Agreement Signature Page shall collectively constitute the entire Agreement and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**LAWRENCE LIVERMORE  
NATIONAL SECURITY, LLC**

BY:

\_\_\_\_\_  
William Tucker

BY:

\_\_\_\_\_  
Mary Grace Tecson

TITLE:

Executive Director  
Office of Technology Transfer

TITLE:

Contract Administrator  
LLNL Supply Chain Management  
Department

DATE:

October 1, 2007

DATE:

October 1, 2007

Approved as to legal form:   
\_\_\_\_\_  
William A. Eklund  
University Counsel  
Office of General Counsel

9/28/07  
\_\_\_\_\_  
Date

**SCHEDULE OF ARTICLES  
FOR  
MASTER AGREEMENT NO. B570250**

**ARTICLE 1 - INCORPORATED DOCUMENTS**

The following documents and forms are hereby incorporated as a part of this Agreement and are attached hereto:

**Documents**

- GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS (GPs #300B; 10/01/07)

**Forms**

- SAMPLE SUBCONTRACT

**ARTICLE 2 – PURPOSE AND NATURE OF MASTER AGREEMENT**

- A. The purpose of this Agreement is to establish an agreement between the parties under which Subcontracts may be awarded by LLNS to The Regents of the University of California Campuses for performance of specific work by the Subcontractor in the nature of basic or applied research and development work, not related to nuclear, chemical, biological, or radiological weapons of mass destruction or the production of special nuclear material.
- B. It is understood that this Agreement is not a contract, it does not obligate LLNS to award any Subcontracts to a Subcontractor, and submission of a proposal by a Subcontractor will not ensure award of a Subcontract.
- C. Under this Agreement, a Subcontractor will offer proposals on a cost reimbursement, no fee basis. All work performed under this Agreement must be specifically authorized by a written Subcontract awarded by LLNS, mutually agreeable to the Subcontractor, and executed by the parties.
- D. The provisions of this Agreement, each Subcontract, and each Subcontractor's proposals for research and development are intended to be mutually complementary. In case of any discrepancy between the provisions, this Agreement shall take precedence over the Subcontract and the Subcontract shall prevail over each Subcontractor's proposal.

**ARTICLE 3 - STATEMENT OF WORK**

A. General Statement of Work

1. The Subcontractor shall conduct certain unclassified research work, as authorized and specified in Subcontracts awarded under this Agreement.
2. The work is generally described as basic or applied research and development work. The Subcontracts will contain a detailed description of the work and delineate all deliverables and any other requirements necessary to complete the work. The work shall be

performed at the Subcontractor's facilities, at the LLNL, and at other locations approved by LLNS, as specified in the Subcontracts. The work under the Subcontracts shall not involve activities at an LLNL site identified by LLNS as ES&H Level 2 or 3 unless the parties mutually agree upon safety-related requirements for such work.

3. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified in the Subcontracts to be furnished by LLNS. The Subcontractor shall deliver the items and reports specified in the Subcontracts.

#### B. Proposal Process

1. Prior to issuing a Subcontract, LLNS will request a proposal for work covered by this Agreement from the Subcontractor. Proposals submitted for each Subcontract shall also include, if requested, a technical description explaining how the Subcontractor proposes to perform the scope of work, including methodology and specific personnel assigned to the work. The proposal shall include a breakdown of all appropriate costs. These costs may include: (1) labor (by classification and the direct labor rates), (2) material, (3) indirect expense rates, (4) special equipment, (5) travel (identifying estimated transportation and per diem costs, number of travelers, travel itinerary, and purpose of the trip), (6) lower-tier subcontracts and consultants, and (7) other applicable information or documentation requested by LLNS, or considered necessary to evaluate the proposal.
2. Funds will not be available for the payment of bid and proposal expenses incurred in preparing, submitting, or supporting the proposals, and the proposals shall not include any amounts therefore.

#### C. Subcontracts

1. The specific work to be performed will be described in separately executed Subcontracts. LLNS will have no responsibility to the Subcontractor for the payment of any work performed by the Subcontractor which is not included in a fully executed Subcontract. The execution of a Subcontract by both parties shall be the only authorization for work to be performed under this Agreement.
2. Each Subcontract will indicate: (1) a definitive scope of work; (2) the estimated cost, and allocated funding amount; (3) term for performance of the work; (4) method of payment if different than that provided herein; (5) specific deliverables and reports to be furnished; and (6) such other information and provisions as may be agreed upon by the parties.
3. All of the terms and conditions of this Agreement shall apply to each Subcontract, except as otherwise indicated in the Subcontracts, and the Subcontracts may include other work-specific terms and conditions. A sample Subcontract is attached, showing the anticipated document to be used for the issuance of Subcontracts under this Agreement. The Subcontracts may deviate from this sample.

#### D. Report Preparation Requirements

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

#### **ARTICLE 4 – TERM OF AGREEMENT**

- A. The term of this Agreement shall commence on October 1, 2007 and shall continue through September 30, 2012.
- B. Any Subcontract not completed during the term of this Agreement shall be completed by the Subcontractor within the term specified in the Subcontract, and this Agreement shall govern the Subcontractor's and LLNS's rights and obligations with respect to that Subcontract to the same extent as if the Subcontract were completed during the term of this Agreement.

#### **ARTICLE 5 – SAFETY-RELATED REQUIREMENTS**

##### A. General

The Subcontractor shall comply with all ES&H requirements, training, and associated safety documents referenced, attached, or incorporated to the Subcontracts, including but not limited to any incorporated safety related documents submitted by the Subcontractor and reviewed and accepted by LLNS. The Subcontractor shall also comply with, and assist LLNS and the DOE/NNSA in complying with, the safety and health requirements identified in, or applicable to, the Subcontracts.

As indicated in Article 3 - *Statement of Work*, the work under the Subcontracts shall not involve activities at an LLNL site identified by LLNS as ES&H Level 2 or 3 unless the parties mutually agree upon safety-related requirements for such work.

##### B. Worker Safety and Health Program Requirements

Work performed at LLNL sites may be subject to the *Worker Safety and Health Program* regulation at Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851). Subcontractor personnel performing work at LLNL worksites shall comply with the *LLNL Worker Safety and Health Program*. Specific, related requirements shall be as specified in the Subcontracts.

C. Safety Standards and Testing

Any materials, supplies, and equipment furnished or used by the Subcontractor at the LLNL under a Subcontract shall meet nationally recognized safety standards or be tested by the Subcontractor in a manner demonstrating they are safe for use. Any electrical equipment, components, conductors, and other electrical material shall be of a type that is listed, labeled, or tested by a Nationally Recognized Testing Laboratory (NRTL) in accordance with Title 29, Part 1910, *Occupational Safety and Health Standards*, of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall notify the LLNS Contract Administrator and the LLNS Technical Representative, in writing, of any material, supplies, or equipment to be furnished or used under a Subcontract that does not meet these requirements.

D. Training

The Subcontractor and any lower-tier subcontractor personnel performing work at LLNL sites shall satisfactorily complete any training specified in the Subcontracts before commencing the on-site work.

**ARTICLE 6 – ESTIMATED COST AND ALLOCATED FUNDING**

A. Estimated Cost and Allocation of Funds

1. An estimated cost and allocated funding amount for the performance of the work shall be established in each Subcontract. There shall be no allocated funds or incurred costs under this Agreement.
2. The lesser of the estimated cost or the allocated funding amount specified in each Subcontract shall be the limit of LLNS's liability for each Subcontract under the Subcontract. LLNS shall not be obligated to reimburse the Subcontractor for any costs not authorized by a Subcontract or in excess of the allocated funding amount of each Subcontract.
3. The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work under any Subcontract to avoid exceeding the allocated funding amount of a Subcontract.

B. Revised Allocation of Funds

1. It is anticipated that LLNS will increase any incremental funding amount of a Subcontract up to the estimated cost amount as funding becomes available; however, LLNS shall not be obligated to do so. The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work to avoid exceeding the allocated funding amount specified in a Subcontract.
2. The allocated funding amount specified in each Subcontract may only be increased or decreased by a written unilateral modification to the Subcontract issued by the LLNS Contract Administrator. Modifications to a Subcontract shall not be considered as authorization to exceed the allocated funding amount specified in the Subcontract unless

it contains a statement specifically increasing the allocated funding amount of the Subcontract.

C. Cost Information

The Subcontractor shall maintain, at all times while the work is in progress, current cost information adequate to reflect the cost of performing the work under each Subcontract and shall prepare and furnish to LLNS such written estimates of cost and information in support thereof as LLNS may request.

**ARTICLE 7 – REIMBURSEMENT OF COSTS**

A. Allowability

1. As provided by the *ALLOWABLE COST AND PAYMENT* clause of the GENERAL PROVISIONS, the allowability of cost shall be determined in accordance with OMB Circular A-21. Any travel costs shall be reimbursable in accordance with the Subcontractor's institutional travel policy and practices that represent reasonable and allocable costs, consistent with Section 31.205-46 of the Federal Acquisition Regulation (Title 48 of the Code of Federal Regulations).
2. All domestic travel not included in the Subcontractor's cost proposal incorporated in a Subcontract must be approved in advance by the LLNS Contract Administrator. All foreign travel must be approved in advance by the LLNS Contract Administrator, even if the cost is included in the Subcontractor's cost proposal for the Subcontract.
3. It is understood that audits of the Subcontractor's costs may be performed by LLNS or the U.S. Government. LLNS will endeavor to arrange for any audit conducted hereunder to be performed by the Subcontractor's cognizant government audit agency, through the DOE/NNSA.
4. Unless otherwise indicated in a Subcontract, items acquired by the Subcontractor under any Subcontract for \$5,000.00 or more shall be treated as for resale to the U.S. Government and exempt from California State Sales Tax. LLNS will provide the Subcontractor a California Resale Certificate, for use in acquiring such items, upon request.

B. Indirect Costs Rates

Unless otherwise indicated in a Subcontract, the parties agree to use the predetermined indirect rates approved by the Subcontractor's cognizant government audit agency to determine the allowable indirect costs under each Subcontract.

If the period covered by the Subcontractor's predetermined indirect cost rate agreement in effect as of the effective date of each Subcontract does not extend through the entire period of performance of the Subcontract, then, in accordance with OMB Circular A-21, the negotiated indirect cost rate(s) for the last year of such indirect cost rate agreement shall apply to the remaining period of performance of each Subcontract.

C. Facilities Capital Cost of Money

Facilities capital cost of money shall not be an allowable cost under this Agreement or any resulting Subcontracts.

**ARTICLE 8 – INVOICES AND PAYMENT**

- A. The invoicing and payment of costs incurred under each Subcontract shall be in accordance with the *ALLOWABLE COST AND PAYMENT* clause of the GENERAL PROVISIONS.
- B. Separate invoices shall be submitted for each Subcontract. All invoices shall provide the information required by the related Subcontract.
- C. LLNS will use its best efforts to process interim invoices for payment within 30 days of receipt. Final invoices will be processed for payment upon receipt of an Assignment and Release, as required by the *ALLOWABLE COST AND PAYMENT* clause of the GENERAL PROVISIONS, and completion of all closeout requirements. Payments made more than 30 days after receipt of the invoice shall not be subject to penalty, interest or late charges.

**ARTICLE 9 – PROPERTY**

- A. The Subcontractor shall acquire and LLNS shall furnish for use the materials, equipment, supplies, and/or tangible personal property items identified in each Subcontract, if any.
- B. As provided in Alternate II of the *GOVERNMENT PROPERTY* clause of the GENERAL PROVISIONS, title to equipment and other tangible personal property acquired by the Subcontractor with an acquisition cost of less than \$5,000 shall vest in the Subcontractor upon acquisition, provided the acquisition has been authorized in the Subcontract or approved in writing by the LLNS Contract Administrator. The Subcontractor agrees that no charge will be made to LLNS or the Government for use of any equipment, title to which vests in the Subcontractor, for use under any existing or future LLNS or Government contract or subcontract, or any related depreciation or amortization.
- C. Purchases of equipment or other tangible personal property, which are not identified in the Subcontractor's cost proposal for a Subcontract, but for which the Subcontractor is entitled to be reimbursed as a direct item of cost, shall be approved in advance by the LLNS Contract Administrator.
- D. All property acquired by the Subcontractor as a direct cost under a Subcontract, title to which vests in the Government, or furnished by LLNS shall be identified, controlled and protected as required by the *GOVERNMENT PROPERTY* clause of the GENERAL PROVISIONS. Disposition of such property upon completion of the Subcontract shall be as directed by the LLNS Contract Administrator or an LLNS Property Representative.

**ARTICLE 10 – COORDINATION AND ADMINISTRATION**

- A. The designated LLNS Contract Administrator for this Agreement and the LLNS Contract Administrator designated for each Subcontract shall represent LLNS in all matters relating to the non-technical interpretation, administration, and performance of this Agreement. The

Subcontractor shall direct all non-technical notices and requests for approval to the LLNS Contract Administrator, and any notices or approvals from LLNS to the Subcontractor shall only be issued by the LLNS Contract Administrator.

- B. The LLNS Technical Representative designated in each Subcontract shall represent LLNS only in matters relating to the technical performance of the work under the Subcontract, by interpreting the technical requirements and providing technical direction to the Subcontractor in the conduct of the work.
- C. The term "technical direction" is defined to include directions to the Subcontractor within the scope of work of the Subcontract which: (1) clarifies the desired work emphasis between work areas or tasks; (2) directs the pursuit of certain lines of inquiry; (3) assists in the interpretation of drawings, specifications, or technical portions of the work description; or (4) fills in details necessary to perform and complete the scope of work.
- D. The LLNS Technical Representative is not authorized to issue any technical direction which would: (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) increase the estimated cost for performance of the work or the time required for performance of the work; (4) change any expressed term or condition of the Subcontract; or (5) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

#### **ARTICLE 11 - DEBARMENT ELIGIBILITY CERTIFICATION**

By entering into this Agreement, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

#### **ARTICLE 12 - GENERAL PROVISIONS**

- A. The attached GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS shall apply to this Agreement and to all Subcontracts issued under this Agreement, except as may otherwise be provided herein. The clauses listed in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall be applicable to the Subcontracts based on the value of the Subcontract and the nature and location of the work as indicated in the GENERAL PROVISIONS.
- B. Alternate IV of the *RIGHTS IN DATA – GENERAL* clause of the GENERAL PROVISIONS (52.227-14) shall only apply to a Subcontract when LLNS determines that software is not specified for delivery and no other special circumstances exist, as indicated in the Subcontract.
- C. The *ORDER OF PRECEDENCE* clause of the GENERAL PROVISIONS is hereby replaced with the following:

“Any inconsistencies in the documents comprising this Agreement or a Subcontract shall be resolved by giving precedence in the following order: (a) this Agreement’s Signature Page and Schedule of Articles; (b) the GENERAL PROVISIONS; (c) the Subcontract’s Signature Page and Schedule of Articles; (d) the additional incorporated documents of the Subcontract,

excluding any referenced cost proposal or statement of work; (e) any incorporated statement of work of the Subcontract; and (f) any incorporated cost proposal of the Subcontract.”

## **ARTICLE 13 – ALLOCATION OF RISK AND INSURANCE**

The following clauses shall apply to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under the Subcontracts at the LLNL and its Site 300, or at any other location except Subcontractor or lower-tier subcontractor facilities.

### **A. Allocation of Risk**

Each party shall be responsible for claims and demands arising under the Subcontract in proportion to its fault in the events giving rise to such claims and demands as determined by the law and judicial precedent and as limited by any federal or state law applicable to one or the other of the parties.

The Subcontractor shall promptly notify the Contractor in writing of any claim or demand of which the Subcontractor becomes aware that is related to performance of the Subcontract. The Subcontractor shall cooperate with the Contractor in the defense of claims and demands described in this clause.

### **B. Insurance**

1. The Subcontractor shall provide and maintain during the entire period of performance of the Subcontract insurance in amounts sufficient to cover the perils to which the Subcontractor is exposed and to protect LLNS's and the U.S. Government's interests, but, in no event less than the kinds and minimum amounts of insurance required by this clause. The Subcontractor's liability is not limited by the kinds and minimum amounts of insurance required by this clause.
2. Before commencing the Subcontract work, the Subcontractor shall provide the LLNS Contract Administrator a copy of certificates or policies of insurance required by this clause. With the exception of the Workers' Compensation and Occupational Disease policy or policies and the Employer's Liability policy, each policy shall name the Lawrence Livermore National Security, LLC and its members and affiliates and the Government as additional insureds and shall contain an endorsement to the effect that any cancellation or any material change adversely affecting LLNS's or the U.S. Government's interests shall not be effective--
  - a. For such period as the laws of the State in which the Subcontract is to be performed prescribe; or
  - b. Until 30 days after the insurer or the Subcontractor gives written notice to the LLNS Contract Administrator, which ever period is longer.
3. The Subcontractor shall insert the substance of this clause, including this paragraph 3, in lower-tier cost-reimbursement subcontracts under the Subcontract. The Subcontractor shall maintain copies of all Subcontractors' proofs of required insurance and shall provide copies to the LLNS Contract Administrator upon request.

4. The following kinds and minimum coverage limits of insurance are required:

a. <u>Commercial General Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000
• Products/Completed Operations Aggregate	\$ 1,000,000
• Personal and Advertising Injury	\$ 1,000,000
• General Aggregate	\$ 1,000,000
b. <u>Business Automobile Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000

The automobile liability insurance shall cover liability to third parties related to the Subcontractor's use of owned, scheduled, non-owned, or hired vehicles, including the Subcontractor's use of any LLNS-furnished U.S. Government owned vehicles, and liability to LLNS as a third-party for any loss or destruction of, or damage to, LLNS-furnished U.S. Government owned vehicles.

c. Workers' Compensation (As required under California State law or other applicable State law for any work not performed in California). The workers' compensation insurance shall include the following minimum coverage:

	<u>Minimum Limit</u>
• Coverage B – Employer's Liability, Per Accident	\$ 1,000,000
• Bodily Injury by Disease, Per Employee	\$ 1,000,000
• Bodily Injury by Disease, Aggregate	\$ 1,000,000

2. Certificates of Insurance and Other Conditions

All such insurance coverage shall be primary and shall not participate with or apply in excess of any other valid, collectible insurance or program of self-insurance of LLNS or U.S. Government.

The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A: VII or better, or an equivalent Standard & Poor's rating of AA or better, or Moody's rating of Aa or better.

The certificate(s) of insurance shall be sent to the LLNS Contract Administrator at the following address:

Lawrence Livermore National Laboratory  
7000 East Avenue / P.O. Box 5012  
Livermore, CA 94550 / 94551

The insurance shall not be written on a claims-made form or subject to a Self-Insured Retention (SIR) or deductible of \$100,000 or more without the written approval of the LLNS Contract Administrator.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Subcontractor.

(END OF SCHEDULE OF ARTICLES)

## SAMPLE

<p style="text-align: center;"><b>SUBCONTRACT</b></p> <p style="text-align: center;">NO. _____</p> <p style="text-align: center;"><i>(Under Master Agreement No. B570250)</i></p>	 <p>Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551</p>
<p><b>Subcontractor:</b></p> <p>The Regents of the University of California [Campus Name] Attention: <b>Attention</b> Address City, California, Zip Code</p>	<p><b>LLNS Contract Administrator:</b></p> <p><b>Contract Administrator Name</b> <b>Phone:</b> (925) 42_-_____ <b>Fax:</b> (925) 42_-_____ <b>E-Mail:</b> _____@llnl.gov</p>

**Introduction**

The parties to this Subcontract are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and The Regents of the University of California, [Campus Name] (hereinafter called "Subcontractor").

This Subcontract is for certain unclassified research and development work under Master Agreement No. B570250 between the parties, generally described as [Insert description].

**Agreement**

The parties agree to perform their respective obligations of this Subcontract in accordance with the terms and conditions of the Master Agreement and of the attached SCHEDULE OF ARTICLES, including any documents incorporated by reference, which together with this Subcontract Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether written or oral.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
[CAMPUS NAME]**

**LAWRENCE LIVERMORE  
NATIONAL SECURITY, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
**Contract Administrator Name**

TITLE: \_\_\_\_\_

TITLE: Contract Administrator  
LLNL Supply Chain Management  
Department

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**SCHEDULE OF ARTICLES  
FOR  
SUBCONTRACT NO. \_\_\_\_\_  
UNDER  
MASTER AGREEMENT NO. B570250**

**ARTICLE 1 – INCORPORATED DOCUMENTS**

The following incorporated document of the Master Agreement shall apply to this Subcontract:

- GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS (GPs #300B; 10/01/07)

The following additional documents and forms shall also apply to, and are hereby incorporated as a part of, this Subcontract and are attached hereto: **[INCLUDE AS APPLICABLE]**

**Documents**

**[INCLUDE IF A SOW IS TO BE INCORPORATED]**

- STATEMENT OF WORK, entitled \_\_\_\_\_ (Date)

**[INCLUDE IF THE COST PROPOSAL IS TO BE INCORPORATED]**

- SUBCONTRACTOR'S COST PROPOSAL (Date)

**[INCLUDE IF THERE IS ON-SITE WORK]**

- SITE SERVICES REQUIREMENTS (SSR-UC; 10/01/07)
- SECURITY AND SITE ACCESS PROVISIONS (S&SAP; 10/01/07)

**[INCLUDE LLNS-PREPARED PWS IF THERE IS ES&H LEVEL 1 ON-SITE WORK]**

- PROCURED-SERVICES WORK SHEET (Date)

**[INCLUDE UC-PREPARED PLAN IF THE WORK EXCEEDS \$550K AND THERE ARE SUBCONTRACTING OPPORTUNITIES]**

- SMALL BUSINESS SUBCONTRACTING PLAN (Date)

**Forms**

**[INCLUDE IF THERE IS SAP WITH AN ACQUISITION COST OF \$5,000 OR MORE]**

- SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST (10/01/07)

**ARTICLE 2 – SCOPE OF WORK**

- A. The Subcontractor shall conduct certain unclassified research and development work, generally described as **[Insert description]**. The work is more specifically described in the attached STATEMENT OF WORK. **[Y/N]This work is a continuation of the work commenced under Intra-University Memorandum Agreement \_\_\_\_\_.**
- B. The work shall be performed by the Subcontractor at the Subcontractor's facility located at \_\_\_\_\_, at \_\_\_\_\_, at the LLNL, and at other locations approved by LLNS.

- C. All travel not included in the Subcontractor’s Cost Proposal must be approved in advance by the LLNS Contract Administrator. All foreign travel must be approved in advance by the LLNS Contract Administrator, even if the cost is included in the Subcontractor’s Cost Proposal.
- D. The Principal Investigator assigned by the Subcontractor for the performance of the research is **[Insert PI’s name]**. If for any reason the Principal Investigator becomes unavailable, the Subcontractor shall notify the LLNS Technical Representative and LLNS Contract Administrators and a mutually acceptable successor shall be assigned.
- E. The Subcontractor shall furnish all personnel, supervision, materials, supplies, facilities, transportation, testing, and other items and services necessary for performance of this work, except as specified in this Subcontract to be furnished by LLNS.
- F. The Subcontractor shall submit three copies of the final and any intermediate reports to the LLNS Contract Administrator and LLNS Technical Representative upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the LLNS Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The LLNS Technical Representative need not approve the Subcontractor’s reported conclusions of the research.
- G. The LLNS Technical Representative for this Subcontract, \_\_\_\_\_, shall provide technical direction as described in the Master Agreement. The Subcontractor shall promptly proceed with the performance in accordance with the technical direction issued by the LLNS Technical Representative.

**ARTICLE 3 – PERIOD OF PERFORMANCE**

- A. The period of performance for this Subcontract is from the signature-execution of this Subcontract by both parties through \_\_\_\_\_. The Subcontractor shall use its reasonable efforts to complete the work during this period.

**[Y/N]**

The following milestones are scheduled for completion by the indicated dates:

<u>Milestone</u>	<u>Completion Date</u>
[Description]	[Date]

- B. Neither party guarantees that the stated period of performance is sufficient for completion of the work, and the Subcontractor shall cease performance of the work on the last day mentioned above until the Subcontract is modified by the parties to extend the period of performance for such period of time as is appropriate for completion of the work.

**[Y/N-INCLUDE IF THERE IS ON-SITE WORK.]**  
**ARTICLE 4 – SAFETY-RELATED REQUIREMENTS**

A. Worker Safety and Health Program Requirements

The Subcontractor shall comply with the requirements of the applicable *LLNL Worker Safety and Health Program* as reflected in the incorporated documents of this Subcontract. In addition, the Subcontractor shall assist LLNS in implementing the *LLNL Worker Safety and Health Program* as may be necessary.

**[Y/N-INCLUDE IF THERE IS SPECIFIC SAFETY TRAINING.]**

B. Safety Training

The safety training requirements listed below are specific to the facility in which, or the LLNL area where, the work will be done. All Subcontractor and lower-tier subcontractor personnel working on-site shall satisfactorily complete the training before commencing work on-site. The Subcontractor shall coordinate the scheduling and location for this training with the LLNS Technical Representative.

[List course number, name, course hours, etc.]

**[Y/N-Select the following if Subcontractor or Lower-Tier Subcontractor Personnel will be performing on-site work at Site 300. Note: If selected, the Access to LLNL Computer Resources article must also be included (see clauses/articles folder).]**

HS-0096W, Valley Fever (a web based training course or its equivalent)

**[Y/N-Include if there is Work at an Off-Site Location OTHER THAN a Subcontractor or Lower-Tier Subcontractor Facility.]**

C. Off-Site Work Locations

Upon arrival at the work location, the Subcontractor must report its presence to the work location Point of Contact (POC) indicated below. The Subcontractor shall comply with all safety directions as required by the work location POC.

**Work Location(s)**

**POC**

**Telephone Number**

**ARTICLE 5 – ESTIMATED COST AND ALLOCATED FUNDING**

**[SELECT ONE OF THE FOLLOWING VERSIONS OF PARAGRAPH A]  
[IF LISTING LABOR EFFORT]**

A. Estimated Cost.

The estimated cost for the Subcontractor's performance of this Subcontract is \$ \_\_\_\_\_, and is based upon the following estimated levels of effort necessary to perform the work:

<u>Category</u>	<u>No. of Staff</u>	<u>No. of Months</u>
-----------------	---------------------	----------------------

**[IF INCORPORATING COST PROPOSAL]**

A. Estimated Cost

The estimated cost for the Subcontractor's performance of this Subcontract is \$ \_\_\_\_\_, and is based on the Subcontractor's cost proposal incorporated into this Subcontract.

**[SELECT ONE OF THE FOLLOWING TWO VERSIONS OF PARAGRAPH B.]  
[IF FULLY FUNDED]**

B. Fully Funded

This Subcontract is fully-funded and is subject to the *LIMITATION OF COSTS* clause of the GENERAL PROVISIONS. The funding amount currently allocated to this Subcontract is equal to the estimated cost amount identified in Paragraph A., above.

**[IF INCREMENTALLY FUNDED]**

B. Incrementally Funded

This Subcontract is incrementally funded and is subject to the *LIMITATION OF FUNDS* clause of the GENERAL PROVISIONS. The funding amount currently allocated to this Subcontract is \$ \_\_\_\_\_ and covers \_\_\_\_\_. **[Describe what period or work the incremental funding covers]**

It is contemplated that further allocations of funds, up to the total of the estimated cost identified above, will be made by LLNS, by a written unilateral modification to this Subcontract. Modifications shall not be considered as authorization to exceed the estimated cost or the allocated funding amount unless they contain a statement increasing the estimated cost or funding amount.

The allocated funding amount specified above for the payment of allowable costs shall be the limit of LLNS's liability for all costs under this Subcontract, any other provision of this Subcontract notwithstanding, and shall not be exceeded by the Subcontractor.

The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work to avoid exceeding the allocated funding amount specified above.

## **ARTICLE 6 - INVOICES AND PAYMENT**

- A. All invoices shall identify the Master Agreement number and Subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or facility and administration costs.
- B. Invoices shall also bear the following certification signed by a responsible official of the Subcontractor:

“The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work.”

- C. All invoices shall be submitted to the LLNS Subcontract Administration Support Section (“SASS”) at the following address:

Lawrence Livermore National Laboratory  
Attention: SASS Group, L-650  
P.O. Box 5012  
Livermore, CA 94551

### **[Y/N-Include D. if any SAP of \$5K or more is identified in the "Property" Article]**

- D. All invoices requesting reimbursement for any property acquired by the Subcontractor with an acquisition cost of \$5,000.00 or more shall be accompanied by a completed copy of the attached SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST.

## **ARTICLE 7 – PROPERTY**

- A. The Subcontractor is authorized to acquire for use under this Subcontract the equipment and other tangible personal property identified in the Subcontractor’s cost proposal of this Subcontract, including the property items identified below, if any:

**Subcontractor Acquired Property** (Items with an estimated acquisition cost of \$5,000 or more to be reimbursed as direct item of cost)

[List / Describe (name, make, model, etc.) or “NONE”]

Other purchases of equipment or other tangible personal property for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract require the LLNS Contract Administrator’s prior written approval.

- B. LLNS shall furnish to the Subcontractor the materials, equipment, supplies, and/or tangible personal property items identified below, if any, for use under this Subcontract:

**LLNS Furnished Government Property:**

[List / Describe (name, make, model, etc.) or “NONE”]

**[Y/N – INCLUDE ARTICLE 8 IF ANY SHIPMENTS WILL BE RECEIVED.]**

**ARTICLE 8 – SHIPPING INSTRUCTIONS**

- A. All shipments shall be sent to the following address:  
**[Revise as Appropriate]**  
Lawrence Livermore National Laboratory  
For the U.S. Department of Energy  
Subcontract No. \_\_\_\_\_  
7000 East Avenue  
Livermore, CA 94550
- B. F.O.B. Point. All shipments shall be shipped F.O.B. **Destination OR Shipping Point.**
- C. Shipping Instructions. **[IF F.O.B. Destination]**All shipments to LLNS shall be shipped by Subcontractor’s vehicles or licensed common carriers selected by the Subcontractor. **[IF F.O.B. Shipping Point]**All shipments to LLNS shall be shipped via \_\_\_\_\_.**[See the Shipping Addresses & Instructions document.]**
- D. Shipping Charges. **[IF F.O.B. Destination]**Shipping charges shall be for the account of the Subcontractor. **[IF F.O.B. Shipping Point]**Shipping charges shall be for the account of LLNS. Ship via \_\_\_\_\_, freight collect. Mark Bill of Lading: Bill Recipient’s Account No. \_\_\_\_\_.

**ARTICLE 9 - DEBARMENT ELIGIBILITY CERTIFICATION**

By acceptance of this Subcontract, the Subcontractor certifies that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

**ARTICLE 10 - GENERAL PROVISIONS**

**[SELECT]**

ALTERNATE IV of the *RIGHTS IN DATA-GENERAL* clause (FAR Clause 52.227-14) referenced in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall apply, since software is not specified for delivery and no other special circumstances exist.

**[OR]**

ALTERNATE IV of the *RIGHTS IN DATA-GENERAL* clause (FAR Clause 52.227-14) referenced in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall not apply, since software is specified for delivery or other special circumstances exist.

**[SELECT IF SUBCONTRACTOR PERSONNEL WILL HAVE ACCESS TO / USE ANY LLNL COMPUTERS.]**

**ARTICLE 11 – ACCESS TO LLNL COMPUTER RESOURCES**

- A. The performance of the Subcontracts may require Subcontractor personnel (including lower-tier subcontractor personnel) to use or connect with LLNL computer resources (i.e., computers or computer networks). Any such access and use shall be in accordance with and subject to LLNL Cyber Security Program (LLNL CSP) requirements, including the following:

1. Approval to access specific LLNL computer resources shall be obtained from the appropriate LLNL Information Systems Security Officer (ISSO), through the LLNS Technical Representative.
  2. Access to LLNL computer resources by Subcontractor personnel is only permitted as required to perform the work authorized under a Subcontract. Classified computer resources or information shall not be accessed or attempted to be accessed without specific written authorization from the LLNL CSP. Personal and non-work-related use of LLNL computer resources by Subcontractor personnel is prohibited.
  3. Only Subcontractor personnel who are U.S. citizens may access or use LLNL computer resources, unless specific written authorization is granted for each non-U.S. citizen by the LLNL CSP.
  4. Only the approved Open Terminal Server (OTS) modem pool method shall be used to access unclassified LLNL resources via modems. All unclassified computer systems with modems other than facsimile machines must be configured with auto-answer turned off. Modems are prohibited on classified systems.
  5. All software used by Subcontractor personnel on LLNL computer resources must be appropriately acquired and used according to the applicable licensing agreements.
  6. All information or data furnished by LLNS or obtained from or developed on a LLNL computer resource by Subcontractor personnel shall be treated as confidential and protected by the Subcontractor to prevent disclosure to any persons other than those authorized by LLNS.
  7. Computer passwords used by Subcontractor personnel for LLNL computer resources shall comply with the applicable rules and be protected to prevent disclosure to other persons. If a computer password is disclosed, or disclosure is suspected, the Subcontractor shall immediately notify the LLNS Technical Representative and arrange for replacement of the password.
  8. The use at the LLNL of any non-LLNL computing or video conferencing equipment with electronic data transfer capabilities (e.g., personal computers, including portables, laptops, electronic notebooks, personal digital assistants, and handhelds) may not be connected to or used to communicate with any LLNL computer resources without the written approval of the LLNS Technical Representative and the LLNL CSP.
- B. These requirements shall be applicable whether such access is at the LLNL, at the Subcontractor's facility, or elsewhere; and shall be applicable to lower-tier subcontractors and their personnel whose work requires access to LLNL computer resources. The Subcontractor shall report any suspected or actual computer security incident as soon as possible to the appropriate ISSO or, if the ISSO is not available, then directly to the LLNL CSP.
- C. LLNS may monitor the use of LLNL computer resources by network operating software, reviewing the contents of all LLNL computer resources and any computers used to access LLNL computer resources, and other appropriate means.
- D. If the Subcontractor does not comply with the provisions of this article, LLNS may withdraw the Subcontractor's access to LLNL computer resources. Misuse of LLNL computer resources may be a violation of law and could result in appropriate action, including termination for default and/or criminal prosecution.

(END OF SCHEDULE OF ARTICLES)



LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS
(Domestic Educational Institutions & Nonprofit Organizations)

INDEX

Table with 2 columns listing contract sections: 1. SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES, 2. PUBLICATIONS, 3. NOTICES, 4. ASSIGNMENTS, 5. DISPUTES, 6. RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL, 7. COST ACCOUNTING STANDARDS (CAS) LIABILITY, 8. LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS, 9. RETENTION OF RECORDS, 10. ORDER OF PRECEDENCE, 11. SECURITY REQUIREMENTS, 12. CLAUSES INCORPORATED BY REFERENCE

CLAUSE 1 – SUBCONTRACTS WITH LLNS TEAM MEMBERS AND AFFILIATES

- A. As used in this clause:
1. Team Member means any of the following entities: Bechtel National, Inc.; The Regents of the University of California; BWX Technologies, Inc.; Washington Group International, Inc.; Battelle Memorial Institute; GEM Technology International Corporation; Professional Project Services, Inc. (Pro2Serve); Dynamac Corporation; TerranearPMC, LLC (TPMC); Texas A&M University System; and URS Corporation.
2. Team Member Affiliate means any person or entity which is a wholly owned, majority owned, or otherwise an affiliate of any Team Member. The term affiliate is defined at FAR 2.101.
B. Because of restrictions in the contract between DOE/NNSA and Lawrence Livermore National Security, LLC (hereinafter "LLNS") concerning the payment of fee or profit when subcontracting with any Team Member or any Team Member Affiliate, as well as Organizational Conflict of Interest concerns, neither the Subcontractor nor any tier of its lower tier subcontractors or suppliers shall enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under this Subcontract without the advance written approval of the Contract Administrator.
C. The Subcontractor shall include the substance of this clause in all of its lower tier subcontracts and purchase orders.

CLAUSE 2 - PUBLICATIONS

- A. The Subcontractor shall closely coordinate with the LLNS Technical Representative regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under the Subcontract. The Subcontractor shall provide LLNS an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under the Subcontract at least 45 days prior to their submission for publication. The LLNS Technical Representative will review the proposed publication and provide comments. A response shall be provided to the Subcontractor within 45 days; otherwise, the Subcontractor may assume that LLNS has no comments. Subject to SECURITY REQUIREMENTS clause of these GENERAL PROVISIONS, the Subcontractor agrees to address any concerns or issues identified by the LLNS Technical Representative prior to submission for publication. Four reprints of all resulting publications shall be furnished to the LLNS Technical Representative.
B. The Subcontractor shall coordinate any planned news release, advertising, or other such releases of information concerning this Subcontract or the undertaking with the LLNS Contract Administrator prior to release. The Subcontractor may acknowledge LLNS, the LLNL, and Government sponsorship of the work as appropriate, provided the LLNS Contract Administrator is provided written notice thereof.

CLAUSE 3 – NOTICES

- A. The Subcontractor shall immediately notify the LLNS Contract Administrator in writing of (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of the Subcontract; and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of the Subcontract.
B. If, at any time during the performance of the Subcontract, the Subcontractor becomes aware of any circumstances whatsoever which may jeopardize its fulfillment of the agreed performance of all or any portion of the Subcontract, it shall immediately notify the LLNS Contract Administrator in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

#### **CLAUSE 4 – ASSIGNMENTS**

The Subcontract may be assigned by LLNS to the Government or its designee(s). Except as to assignment of payment due hereunder, the Subcontractor shall have no right to assign or mortgage this Subcontract or any part of it without the prior written approval of the LLNS Contract Administrator, except for subcontracts already identified in the Subcontractor's proposal.

#### **CLAUSE 5 – DISPUTES**

##### **A. Informal Resolution.**

1. The parties shall attempt to resolve any dispute in good faith, by direct, informal negotiations. All negotiations shall be confidential, unless otherwise required by law. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
2. The parties, upon mutual agreement, may seek the assistance of a neutral third party to resolve any dispute, but they must agree to seek such assistance no later than 120 days after the date of LLNS' receipt of a claim. 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 shall be confidential, unless otherwise required by law. The parties may also request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE/NNSA Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation shall be shared equally by both parties.
3. In the event the parties are unable to resolve the dispute by using a neutral third party, Ombuds Program, or mediator, or decline to seek such assistance, LLNS will issue a written decision on the claim.

##### **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 agreement of both parties. Any such arbitration shall be conducted by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), any decision shall be irrevocable, and the outcome of the arbitration shall be binding on all parties.
2. Each party to the arbitration shall pay its pro rata share of the arbitration fees, not including counsel fees or witness fees or other expenses 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. If a dispute has not been resolved by informal resolution and arbitration is declined or is not available for the dispute, the parties may pursue litigation in any court of competent jurisdiction.

D. Governing Law. This Subcontract shall be interpreted and governed in accordance with all applicable federal and state laws and all applicable federal rules and regulations.

#### **CLAUSE 6 – RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL**

The parties understand that materials and information resulting from the performance of this Subcontract may be subject to export control laws and that each party is responsible for its own compliance with such laws.

#### **CLAUSE 7 – COST ACCOUNTING STANDARDS (CAS) LIABILITY**

(Applicable to Subcontracts exceeding \$500,000)

Clause 11 incorporates into these GENERAL PROVISION clauses entitled *COST ACCOUNTING STANDARDS* and *ADMINISTRATION OF COST ACCOUNTING STANDARDS*. Notwithstanding the provisions of those clauses or of any other provision of the Subcontract, the Subcontractor shall be liable to the U.S. Government for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clauses.

#### **CLAUSE 8 - LIMITED RIGHTS DATA DISCLOSURE RESTRICTIONS**

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 Subcontract, the following disclosure and use restrictions shall apply to and shall be inserted in, any FAR 52.227-14 Limited Rights Notice on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier:

- 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 Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- 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.

#### **CLAUSE 9 - RETENTION OF RECORDS**

All records in the possession of the Subcontractor related to this Subcontract, including all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subcontractor in connection with the work under this Subcontract, other applicable credits, and fee accruals under this Subcontract, shall be preserved by the Subcontractor for a period of three years after final payment under this Subcontract or otherwise disposed of in such manner as may be agreed upon by LLNS and the Subcontractor.

#### **CLAUSE 10 - ORDER OF PRECEDENCE**

Any inconsistencies in the documents comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract Signature Page and Schedule of Articles; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

#### **CLAUSE 11 – SECURITY REQUIREMENTS**

- A. This Subcontract is intended for unclassified, publicly releasable research or development work. LLNS 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, LLNS may review the work generated under this Subcontract at any time to determine if it requires classification or control as UCNI.
- B. If, subsequent to the date of this Subcontract, a review reveals that classified information or UCNI is being or may be generated under this Subcontract, then the Subcontractor shall use its best efforts to protect the information, and LLNS may direct the direct a change to the security requirements of this Subcontract. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Subcontract, the Subcontract shall be subject to an equitable adjustment as if the changes were directed under the *CHANGES* clause of this Subcontract.
- C. If the security requirements are changed, the Subcontractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Subcontract in compliance with the change in the security requirements. If the Subcontractor determines that continuation of the work under this Subcontract is not practicable because of the change in security requirements, the Subcontractor shall notify the LLNS Contract Administrator in writing. Until the LLNS Contract Administrator provides direction, the Subcontractor shall protect the material as directed by LLNS.
- D. After receiving the written notification, the LLNS Contract Administrator shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow the Subcontractor to continue performance of work under this Subcontract.
- E. Within 15 days of receiving the written notification of the Subcontractor's stated inability to proceed, the LLNS Contract Administrator must determine whether (1) these security requirements do not apply to this Subcontract, or (2) a mutually satisfactory method for continuing performance of work under this Subcontract can be agreed upon. If this determination is not made, the Subcontractor may request the LLNS Contract Administrator to terminate the Subcontract in whole or in part. The LLNS Contract Administrator shall terminate the Subcontract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the *TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT* clause.

#### **CLAUSE 12 - CLAUSES INCORPORATED BY REFERENCE**

The Federal Acquisition Regulation (FAR) and U.S. Department of Energy Acquisition Regulation (DEAR) clauses listed below, which are located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations, are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, as prescribed below. The full text of the clauses may be accessed electronically at the following web sites:

FAR: <http://www.acquisition.gov/far/> DEAR: <http://www.management.energy.gov/DEAR.htm>

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean LLNS, except in FAR clauses 52.227-14 and DEAR clauses 970.5227-4, 952.227-11, 952.227-13, and 970.5232-3, in which clauses the term "Government" shall remain unchanged and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-AC52-07NA27344 with LLNS. As used in FAR clause 52.245-1

and its Alternate II with respect to title, the term "Government" shall remain unchanged. As used in DEAR clause 952.227-9, the term "DOE" shall mean DOE/NNSA or LLNS.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

**APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:**

DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (Dec 2000). Applies if the Subcontract involves any work at a LLNS-controlled site
DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994). Applies if the Subcontract is for unclassified research involving nuclear technology
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004). Applies if cost or pricing data or pre- or post-award cost determinations subject to FAR Part 31 are required.
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002). In Paragraph (a), substitute Subpart 31.2 with Subpart 31.3 for educational institutions and Subpart 31.7 for non-profit organizations.
FAR 52.216-15	PREDETERMINED INDIRECT COSTS RATES (APR 1998). Applies if the Subcontractor is an educational institution
DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984). Applies if the Subcontract involves leased space that is reimbursed.
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
FAR 52.222-3	CONVICT LABOR (JUN 2003)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007) (NOTE: Download the EEO Poster at: <a href="http://www.dol.gov/esa/">http://www.dol.gov/esa/</a> ; select "Posters" then "Equal Employment Opportunity Act")
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), with Alternate I (JUL 1995). Applies if the Subcontract involves delivery of hazardous materials.
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995). Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.
DEAR 952.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). Applies only if the Subcontractor is a non-profit organization per FAR 27.301. (If the Subcontractor does not qualify, it may request a patent waiver pursuant to 10 CFR 784.)
DEAR 952.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (SEP 1997). Applies only if the Subcontractor is not a non-profit organization per FAR 27.301.
FAR 52.227-14	RIGHTS IN DATA-GENERAL (JUN 1987) AND ALTERNATES II, III, IV, & V and DEAR 927.409 PARAGRAPHS (a) & (d)(3). Alternate IV applies only if so indicated in the Subcontract.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987). Applies if the Subcontract is based upon a technical proposal.
FAR 52.232-20	LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000), excluding Paragraph (d)
DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989) and ALTERNATE I
FAR 52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) and ALTERNATE V (APR 1984)
FAR 52.244-2	SUBCONTRACTS (AUG 1998). Paragraph (e) insert regarding consent is: "Any subcontract or purchase order for supplies or services exceeding \$100,000 that are not a "commercial item" (as defined by FAR 2.101) or for any work at an LLNS-controlled site."
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
FAR 52.245-1	GOVERNMENT PROPERTY (JUN 2007) and ALTERNATE II (JUN 2007)
FAR 52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003). Applies if the Subcontract involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006). Applies if the Subcontract involves ocean transportation of supplies other than "commercial items"

DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)  
FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER  
NONPROFIT INSTITUTIONS) (SEP 1996)

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$10,000:**

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

**APPLICABLE IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:**

FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM  
ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)  
FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM  
ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)  
DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000). Applies if the  
Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2.

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:**

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)  
FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995), excluding Paragraph (c)(1).  
FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  
FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)  
FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION  
(JUL 2005)  
FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004)  
DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002) PARAGRAPH (a)  
DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG  
2002)

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:**

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006), if the Subcontract exceeds \$550,000,  
unless the Subcontractor is a small business or there are no subcontracting possibilities  
FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)  
FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998), excluding Paragraph (b). Applies if the Subcontractor  
is subject to full CAS coverage per 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).  
FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998), excluding  
Paragraph (b). Applies if the Subcontractor is eligible for end elect to use modified CAS-coverage per 48  
CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).  
FAR 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (APR 1998), excluding  
Paragraph (b). Applies if the Subcontractor is an Educational Institution and not a FFRDC.  
FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$650,000:**

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)  
FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(END OF GENERAL PROVISIONS)

**LAWRENCE LIVERMORE NATIONAL LABORATORY  
SUPPLY CHAIN MANAGEMENT DEPARTMENT**

**SECURITY AND SITE ACCESS PROVISIONS**

The following provisions are applicable to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under this Subcontract at any U.S. Government location managed or operated by Lawrence Livermore National Security, LLC (hereinafter "LLNS"), including the Lawrence Livermore National Laboratory (hereinafter "LLNL") and Site its 300. The LLNL is located at 7000 East Avenue, Livermore, CA; Site 300 is located off Corral Hollow Road, four miles South of Interstate 580 and ten miles SW of Tracy, CA. As used herein, the term "Subcontractor" shall also mean "Seller" and include lower-tier subcontractors and the term "Subcontract" shall also mean "Agreement" or "Purchase Order".

**1.0 Security Areas**

**"OPEN" AREAS** are certain areas outside the "Property Protection" Area of the LLNL that are open to the public, Monday through Friday, during varying business hours depending on the location. Some "Open" Areas are accessible to the public at all times, except during emergencies.

**"PROPERTY PROTECTION" AREAS.** The LLNL and Site 300 are enclosed by a perimeter fence establishing a "Property Protection" area. This includes the East Avenue Corridor located between LLNL and Sandia National Laboratory along East Avenue between Vasco and Greenville roads.

**"LIMITED" AND "EXCLUSION" AREAS** are security areas within the "Property Protection" Areas enclosed by eight-foot high security fences, access to which is controlled by guarded entry/exit posts or electronic access control booths, turnstiles, or doors.

**"PROTECTED" (SUPERBLOCK) AREA** is a security area within the "Limited" Area of the LLNL enclosed by complex delay and detection systems, access to which is controlled by electronic access control booths, metal detectors, and vehicle sally ports.

**2.0 Security Access Requirements**

**"PROPERTY PROTECTION" AREAS.** Certain unescorted Subcontractor personnel within the "Property Protection" Area of the LLNL are required to have executed a Site Access Security Questionnaire (SASQ), and to have undergone security processing and issued a badge, as further described in Section 2, below.

- (a) Naturalized citizens must provide proper evidence of their naturalization.
- (b) Foreign Nationals (Non U.S. Citizens) are not permitted within the "Property Protection" Area of the LLNL without the written consent of DOE obtained through LLNS under applicable DOE Security Regulations.

- (c) All truck deliveries for LLNL shall be inspected at the Truck Inspection Station on East Avenue unless otherwise approved by LLNS. Subcontractors should allow one to four hours for trucks to undergo this inspection. Special time-sensitive deliveries such as asphalt and concrete may be handled at an alternate gate upon approval by LLNS. Subcontractors shall provide LLNS five days advance notice for all time sensitive deliveries.
- (d) Personnel making normal truck deliveries for vendors shall be United States citizens and carry a current operator's license. Such personnel will be issued a temporary truck pass, but security processing may not be required.

**“OPEN” AREAS.** All Subcontractor personnel (prime or lower-tier) working in “Open” Areas of the LLNL are required to be badged. An exception is granted for Subcontractor personnel who are only making deliveries of equipment or material to the work areas.

**“LIMITED” AND “EXCLUSION” AREAS.** In addition to the requirements for access to the “Property Protection” Areas, any work within a “Limited” or “Exclusion” Area shall also be conducted under LLNS-provided LLNS Security Department Security Escort. Therefore, it is required that at least 48 hours notice be given to LLNS's LLNL Westgate Badge Office prior to the Subcontractor's scheduled entry into a “Limited” or “Exclusion” Area at either LLNL or Site 300. Such notice shall include an estimate of the amount of time required to complete the work therein.

To be allowed unescorted access to any “Limited” or “Exclusion” security areas, or access to any classified information or special nuclear material (SNM), (1) the Subcontractor and lower-tier subcontractors, as applicable, must possess a DOE Facility Clearance, which includes a foreign ownership, control, and influence (FOCI) certification, and (2) their personnel must possess a DOE Access Authorization (clearance) appropriate for the access level.

**“PROTECTED” (SUPERBLOCK) AREA.** Any work performed by uncleared Subcontractor personnel within the “Protected” (Superblock) Area shall be conducted by personnel who (1) have executed a SASQ, (2) have had a preliminary background investigation completed, and (3) have received an approval for Superblock access.

Any work within the “Protected” (Superblock) Area shall also be conducted under LLNS-provided LLNS Security Department Security Escort. Therefore, it is required that at least 48 hours notice be given to the LLNS Central Clearance Group (phone: (925) 423-8057) prior to the Subcontractor's scheduled entry into the “Protected” (Superblock) Area. Such notice shall include an estimate of the amount of time required to complete the work therein.

To be allowed unescorted access to any “Limited”, “Exclusion”, or “Protected” security areas, or access to any classified information or special nuclear material (SNM), (1) the Subcontractor and lower-tier subcontractors, as applicable, must possess a DOE Facility Clearance, which includes a foreign ownership, control, and influence (FOCI) certification, and (2) their personnel must possess a DOE Access Authorization (clearance) appropriate for the access level.

### **3.0 Security Processing and Badging**

- 3.1 The Subcontractor shall notify the LLNS Westgate Badge Office (phone: (925) 422-0717) 48 hours prior to initial entry to the LLNL or Site 300. At this time, the Subcontractor shall fax the names of all employees that will be working at LLNL to the Westgate Badge Office (fax: (925) 422-3200).
- 3.2 At the time of initial entrance to the LLNL, all Subcontractor personnel shall report to the LLNS Westgate Badge Office in Building 071, located on Westgate Drive, for security processing.
  - 3.2.1 All personnel appearing at the Badge Office for entry processing shall present the following information:
    - Subcontractor's company name,
    - Location of work site,
    - Subcontractor's Subcontract number,
    - Subcontractor's contact name, and
    - Current original photo identification (identity source document), e.g., current State issued driver's license or current Federal, State, or Government issued identification card. (Note: A valid driver's license is required at time of badging to be granted on-site driving privileges.)
  - 3.2.2 The Subcontractor and its personnel will immediately thereafter be provided access to the "Open" Areas and "Property Protection" Areas with the understanding that the continued presence of the Subcontractor and its personnel at the LLNL is subject to review by LLNS based upon the fully executed SASQ and a check of appropriate records of law enforcement agencies.
  - 3.2.3 The Subcontractor and its personnel shall wear badges above the waist and in plain sight at all times while working within the limits of the LLNL unless the badge will cause a hazardous condition. In that case, the badge shall be kept on the person and available for display when requested. Badges must not be left in vehicles while on-site and shall be protected from theft while off-site.
- 3.3 Badges will be supplied to the Subcontractor at no cost. The badges will remain the property of the Government. The Subcontractor and its personnel shall return the badges to the LLNS Westgate Badge Office upon completion of the Subcontract or termination of assignment at the LLNL.
- 3.4 Subcontractor personnel will be processed without charge to the Subcontractor. The Subcontractor will not be reimbursed for the cost of "lost time" required for the processing of its personnel.

### **4.0 Subcontractor Responsibilities to Notify of Changes in Need for Clearances**

- 4.1 Subcontractor personnel assigned to work at the LLNL and requiring access to classified information or special nuclear material (SNM) must obtain and maintain a

DOE Access Authorization (clearance). The determination for the access authorization will be made by the cognizant LLNS Subcontract point-of-contact (POC). The POC will notify the LLNS Security Department to process the required individual(s) for the access authorization(s). Subcontractor personnel with clearances must take all required training courses (e.g., Annual Security Refresher Briefing) and fulfill reporting requirements that are identified.

4.2 The Subcontractor and its cleared personnel are responsible for immediately notifying the LLNS Security Department in the event one of the following occurs:

4.2.1 Employment by the Subcontractor is terminated.

4.2.2 Access authorization (clearance) is no longer required (for example, the Subcontract work is completed or an individual transfers to a position not requiring such access).

4.2.3 An individual is on a leave of absence or an extended "leave of absence" that exceeds 90 consecutive calendar days. For purposes of this requirement, "leave of absence" refers to vacations, illnesses, sabbaticals, teaching and research leaves, maternity leaves, leave without pay, leave with pay, family and medical leaves (FMLA), workers' compensation (injury), and military leaves.

4.2.4 Access to classified matter or special nuclear material (SNM) is no longer required due to an individual being transferred to a position not requiring such access.

4.2.5 The individual leaves for foreign travel, employment, assignment, education or residence of more than three months duration not involving official United States Government business. (Note: This requirement applies even if the individual remains employed by the Subcontractor.)

4.2.6 Notification must be made in writing to the LLNS Security Department at the following address:

Personnel Security Division  
Attention: Terminations  
7000 East Avenue, L-504  
Livermore, CA 94550

## **5.0 Work Conditions and Restrictions**

5.1 All Subcontractor personnel assigned for work at the LLNL shall be made aware of and shall comply at all times with these Security and Site Access Provisions. Permission for access to the LLNL for any and all persons who violate these Security and Site Access Provisions will be revoked.

5.2 Subcontractor personnel access to the LLNL shall be limited to the work site area(s) specified in the Subcontract. Personnel working on outside projects are prohibited

from entering any buildings within the area of work, except when granted permission by LLNS.

- 5.3 All personal belongings of the Subcontractor's employees, including briefcases, lunch boxes, handbags, and vehicles driven by Subcontractor's employees, are subject to random search for prohibited and controlled items, upon entering and leaving the LLNL, at the discretion of the LLNS Security Department. In addition, subcontractors, materialmen, and vendors entering and leaving the LLNL are also subject to search for prohibited or controlled items.
- 5.4 Except as otherwise provided in the Subcontract, work operations shall be limited to the hours between 7:30 a.m. and 5:00 p.m., Monday through Friday, at the LLNL, and between 7:00 a.m. and 5:30 p.m., Monday through Thursday, at Site 300, except on LLNL holidays. Requests for approval from LLNS to work at times other than the time stated herein shall be submitted at least 48 hours in advance.
- 5.5 Materials, parked vehicles or equipment, trailers, or temporary storage buildings shall not be located within 50 feet of any existing fence, or within 25 feet of power poles or manholes. Exceptional circumstances shall be as indicated in the Subcontract.
- 5.6 Objects shall not be picked up or removed from the limits of the LLNL, except for Subcontractor's materials, or materials removed in and designated by the Subcontract to be removed from the LLNL.
- 5.7 All materials for installation and conduct of the work shall be brought into the LLNL so as to minimize interference with the activities of the LLNL and other work at the LLNL.
- 5.8 Privately owned, portable cellular phones, without internal cameras, may be used in "Open" Areas and "Property Protection" Areas without restriction. However, certain restrictions apply when taken into "Limited" Areas and are not permitted in Classified buildings. Visitors will be required to review a copy of the cellular phone rules when they receive their badges.

## **6.0 Prohibited or Controlled Items**

- 6.1 Except as otherwise provided herein, the following privately owned items shall not be brought within the limits of the LLNL without proper written authorization.
  - Dangerous weapons,
  - Explosives,
  - Pepper Spray or Mace,
  - Cameras, including cellular phones that contain cameras or other imaging capability (permit not required when left in a locked vehicle; see below for exception in "Limited" Areas),

- Binoculars or telescopes,
- Controlled substances, e.g., illegal drugs and associated paraphernalia, except prescription medicines in their original containers,
- Alcoholic beverages,
- Poisonous or corrosive solids, liquids, or gasses,
- Any other items prohibited by law.

**NOTE:** In addition to those items listed above, the following items are not permitted within “Classified” Areas (“Limited”, “Exclusion”, and “Protected”) without proper written authorization.

- Recording equipment (audio, video, optical or data),
- Electronic equipment with data exchange port capable of connection to LLNS owned automated system equipment,
- Cellular phones (that do not contain cameras or other imaging capability may be used outdoors in “Limited” Areas without a permit; and, only under limited circumstances will a permit be granted for use inside buildings),
- Cameras, including cellular phones that contain cameras or other imaging capability (require a permit),
- RF transmitting equipment (requires a permit for use inside “Limited” Area buildings),
- Computers and associated media (requires Cyber Security approval for use inside “Limited” Area buildings).

All prohibited or controlled items listed above may be confiscated if they are brought into the LLNL without permission or if they are being used for purposes other than those stated in the request.

6.2 Written permission from the LLNS Security Department, or the DOE/NNSA Livermore Site Office as applicable, shall be obtained for each prohibited or controlled item brought into the LLNL if such items are required for execution of the work, and they do not violate the law.

6.2.1 Permission shall be requested from the LLNS Security Department, Operations Security and Program Support Division through the LLNS Technical Representative or Technical Release Representative, including a statement of need, the period of time that the item will be required, and the person responsible for its use.

6.2.2 The items shall be removed from the LLNL immediately upon termination of their need or termination of the period stated in the Subcontractor's request.

## **7.0 Fence Penetrations**

- 7.1 No penetrations shall be made over, under, or through existing security fences located within or on the perimeter of the LLNL without the permission of LLNS.
- 7.2 All required security fence penetrations shall be conducted under LLNS Security Department Security Escort.
- 7.3 Temporary barricades shall be installed for all penetrations when work requiring LLNS Security Department Security Escort is not in progress. These barricades shall be located at the existing fence line, and the Subcontractor shall use panel inserts supplied by LLNS or other LLNS-approved materials.
- 7.4 The installed barricades shall be approved by the LLNS Security Department and shall provide the same degree of security protection as afforded by the existing fence.

## **8.0 Use of Existing Roads**

- 8.1 All Subcontractor personnel and other persons assigned for work at the LLNL shall be made aware of and shall comply at all times with the following requirements.
- Posted speed limits.
  - All signs and posted notices.
- 8.2 Points of access to the work for vehicles and personnel shall be as designated on the Subcontract drawings or as stated in the Subcontract.
- 8.3 Only vehicles with pneumatic tires will be allowed on existing roads.
- 8.4 All motorized equipment shall be equipped with mufflers. All motorized equipment to be used on unpaved surfaces shall be equipped with spark arresters. Prior approval from the LLNS Technical Representative is required for use of motorized vehicles equipped with catalytic converters on unpaved areas.
- 8.5 Use of LLNL roads for heavy traffic shall be minimized.
- 8.6 Only certain existing roads within the LLNL will be designated for the Subcontractor's use. Other roads shall not be used without first obtaining permission from LLNS.
- 8.7 All LLNL roads shall be kept open at all times. When obstructions on existing LLNL roads are required because of the work, approval shall be obtained from LLNS and

complete detours or other temporary measures shall be established prior to the start of other work.

8.8 Suitable temporary barricades, fences, or other structures as required shall be provided and maintained for the protection of the public, traffic, and personnel about the work site; walks around any obstruction made in public places shall be provided; and sufficient light on or near the work-area shall be maintained to protect workers, travelers, and other personnel from injury during all hours of darkness.

8.8.1 All barricades shall be provided with battery-operated warning lights during hours of darkness.

8.8.2 No lighting with open flames will be permitted.

8.9 The Subcontractor is responsible for all damage to utilities, streets, curbs, and gutters resulting from its work, and shall, at no cost to LLNS, repair all such damage at the completion of this work, or sooner if directed by LLNS.

8.10 Site 300 is an area where high explosives are processed, transported and tested. All Subcontractor personnel are considered to be unacquainted with the operations of the site. Therefore, all areas shall be treated as hazard areas.

8.10.1 Because of the nature of the operation activities at Site 300, all security and safety regulations are strictly enforced and shall be complied with at all times.

8.10.2 Smoking will not be permitted in vehicles during the posted fire season. Smoking will be permitted within the limits of the work area. Smoking may be limited to certain areas within the limits, as designated by LLNS, depending on the hazard as determined by LLNS. Smoking is not permitted within any facility.

8.10.3 When approached by a vehicle with headlights on and displaying explosives signs, Subcontractor personnel shall pull to the right side of the road, slow down, and yield the right of way. Subcontractor personnel may increase speed only after such a vehicle has passed. No passing of vehicles transporting explosives is permitted unless a signal to do so is given by the driver.

## **9.0 Parking**

9.1 Subcontractor Vehicles

9.1.1 Vehicles and equipment shall be parked only in areas completely off the existing LLNL roads, or in areas designated for parking within the work-area limits. Access for other types of vehicles may be requested through LLNS.

9.1.2 Cranes, booms, drilling rigs, and similar tall equipment shall be kept clear of overhead electrical conductors. The Subcontractor shall be responsible and

shall hold LLNS harmless for any damage or injury caused by unsafe acts of its operators.

## 9.2 Personal Vehicles

Parking space for the private vehicles of Subcontractor personnel will be available within the established parking lots of the LLNL or entirely off the LLNL site. No private vehicles are allowed into any other areas of the LLNL, except as specifically stated in the Subcontract or with the permission of LLNS. The Subcontractor shall transport its personnel to the job site in Subcontractor vehicles.

## 10.0 Work-Area Limits for Roads and Underground Utilities

10.1 The work-area limits for road work shall extend 100 feet from the top of all cuts and the toe of all fills on each side of the road.

10.2 The work-area for underground utilities and overhead power lines shall extend 100 feet on each side of the service to be installed. This shall apply when the utility or power line extends beyond a designated building work-area limit.

## 11.0 Blasting and Hauling of Explosives

11.1 Blasting of rock and other materials is not permitted at the LLNL and is not contemplated at Site 300. However, if it becomes evident that the use of explosives at Site 300 is required, the Subcontractor shall notify LLNS 24 hours in advance of each blasting operation, stating the quantities and type of explosives proposed and shall obtain approval from LLNS for each blasting operation. Explosives exceeding six pounds for each detonation will not be permitted. All blasting operations shall be conducted in accordance with the requirements of the State of California CRR Title 8, Chapter 4 Subchapter. 7 - General Industry Safety Orders.

11.2 Explosives shall not be brought, hauled, or moved into, within, or away from the boundaries of Site 300 without first obtaining permission in writing from LLNS and DOE/NNSA Livermore Site Office.

11.2.1 Approval shall be requested from LLNS 24 hours in advance for every haul or move required, and all explosives shall be removed at the end of the working day.

11.2.2 The quantities and type of all explosives delivered to Site 300, quantities used for each detonation, and quantities removed from Site 300 at the end of the working day will be checked and recorded by LLNS.

11.2.3 All vehicles used for hauling explosives shall be properly marked and shall comply with the applicable State of California Highway Safety Requirements.

## **12.0 Fire Breaks (Site 300 only)**

- 12.1 Prior to the start of any work at the construction site indicated on the drawings, the Subcontractor shall provide a fire break around the work area. The fire break shall be at least eight feet wide and free from all flammable materials and natural growth. The Subcontractor may not commence any construction work until the fire break has been reviewed and approved by the Site 300 Fire Department.
- 12.2 Subcontractor will not be allowed to do burning of any nature within the limits of the work area.

## **13.0 Operating Conditions and Work Delays within the Firing Areas (Site 300 only)**

- 13.1 There are two firing areas within the limits of Site 300; the East Firing Area and the West Firing Area. Tests are conducted within these areas that include intentional detonation of high explosives. Therefore, all Subcontractor personnel traveling and passing through these areas are under strict control and the location of all personnel must be known at all times.
- 13.2 A control point has been established in order to control the admission of Subcontractor personnel to potentially hazardous areas. Remotely controlled gates or road barriers have been located on the approach roads into the firing areas.
- 13.3 Explosive tests are conducted at existing bunkers within the firing areas. When a test is being planned, all activities and the use of site roads within the radius of the explosive test firing point are strictly controlled.
  - 13.3.1 The bunkers and their related hazardous areas will be communicated to the Subcontractor.
  - 13.3.2 All Subcontractor personnel shall be under approved cover (generally inside a bunker), or shall move outside the hazardous zone until the test is completed.
  - 13.3.3 The LLNS Technical Representative will advise the Subcontractor of impending tests and shall escort Subcontractor personnel to unclassified shelters or advise them to vacate the area.
- 13.4 Work activities and the use of site roads in the firing areas will be subject to delays due to testing activities.
- 13.5 The Subcontractor shall inform its personnel of the special requirements affecting their personnel and activities within the firing areas in addition to the security and site access regulations stated in these and any other provisions.

(END OF PROVISIONS)

**LAWRENCE LIVERMORE NATIONAL LABORATORY****SITE SERVICES REQUIREMENTS**

Except as otherwise stated herein, the following clauses shall apply to any work and other activities performed by the Subcontractor or its lower-tier subcontractors under the Subcontract at the Lawrence Livermore National Laboratory ("LLNL") and its Site 300, or at any other location except Subcontractor or lower-tier subcontractor facilities. As used herein, the term "LLNS" means Lawrence Livermore National Security, LLC and includes its members and affiliates.

**A. Claims of Suppliers and Subcontractors**

1. The Subcontractor agrees that, at any time upon LLNS's request, it will submit a statement of the goods furnished and services performed by its lower-tier subcontractors and suppliers, the payments made, and the amount due and to become due to each.
2. The Subcontractor shall promptly notify LLNS, in writing, of any claims, demands, causes of action, or suits brought to its attention for payment of goods furnished and/or services performed by its lower-tier subcontractors and suppliers. The Subcontractor shall forward with such notification copies of all pertinent papers received by the Subcontractor with respect to any such claims, demands, causes of action, or suits and, at the request of LLNS, shall do all things and execute and deliver all appropriate documents and assignments in favor of LLNS and the U.S. Government of all Subcontractors' rights and claims growing out of such asserted claims as will enable LLNS and the U.S. Government to protect their respective interests by litigation or otherwise.

**B. Clean Up**

The Subcontractor shall at all times keep the premises and adjoining premises where the work is performed free from accumulations of waste material or rubbish caused by its employees or work of any of its lower-tier subcontractors; and at the completion of the work, the Subcontractor shall remove all rubbish from and about the building and all of its and its lower-tier subcontractor's tools, scaffolding, and surplus materials and shall leave the work area "broom clean" or its equivalent, unless more exactly specified. In cases of a dispute between the Subcontractor and its lower-tier subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of rubbish, or, in case the same is not promptly removed as herein required, LLNS may remove the rubbish and charge the cost to the Subcontractor.

**C. Employees**

The Subcontractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to the person and shall devote only qualified personnel to work under this Subcontract. Should LLNS deem anyone employed on the work incompetent or unfit for duty and so inform the Subcontractor, the Subcontractor shall remove such person from work under the Subcontract and that person shall not be reassigned to work under any Subcontract without written permission of LLNS.

#### **D. Environment, Safety, and Health**

1. In performing work under this Subcontract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution process.
2. The Subcontractor shall comply with, and assist LLNS in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in this Subcontract. The Subcontractor shall cooperate with LLNS, Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
3. The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Subcontractor fails to provide resolution or if, at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, LLNS may issue an order stopping work in whole or in part. Any stop work order issued by LLNS under this clause shall be without prejudice to any other legal or contractual rights of LLNS or U.S. Government. In the event that LLNS issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of LLNS. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
4. The Subcontractor is responsible for its employees' compliance with the ES&H requirements applicable to this Subcontract, as well as any of its lower-tier subcontractors performing under this Subcontract.
5. The Subcontractor shall immediately report to LLNS any occupational injury, illness, or release of hazardous material into the environment, associated with performance under this Subcontract. In addition, the Subcontractor shall cooperate with LLNS and provide a written report of the incident (e.g., a First Report of Injury.)
6. The Subcontractor shall allow LLNS access to all Subcontractor's injury or illness prevention plans established, or which are required by law to be established.

#### **E. Security – On-Site Personnel**

1. The Subcontractor, lower-tier subcontractors, and their personnel must comply with all applicable U.S. Government and LLNS site access and security requirements.
2. All Subcontractor and lower-tier subcontractor personnel visiting the site or performing on-site work must possess a Security Access Authorization Badge appropriate for the work area.
3. To be allowed unescorted access to any "Limited", "Exclusion", or "Protected" security areas, or access to any classified information, (1) the Subcontractor and lower-tier subcontractors, as applicable, must possess a DOE foreign ownership, control, and influence (FOCI) certification, and (2) their personnel must possess a Security Access Authorization Badge appropriate for the access level.

**F. Liability for Fines and Penalties**

The Subcontractor shall be responsible, at no expense to LLNS, for the payment of all fines, penalties, and other assessments imposed as a result of the Subcontractor's performance of the Subcontract work. If the fine, penalty, or other assessment results in part from the actions or failure to act of LLNS or its employees, LLNS will be responsible for its pro rata share of such fine, penalty, or assessment. If, for any reason, LLNS is required to pay the fine, penalty, or other assessment for which the Subcontractor is liable under this clause, the payments under this Subcontract shall be reduced by the amount of such fine, penalty, or other assessment.

**G. Vehicle Operation**

Subcontractor personnel operating any vehicle on LLNS-controlled sites are required to possess a valid driver's license issued by the State of California or other state, if appropriate. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations of LLNS, including parking restrictions. Failure to comply with these requirements may result in LLNS revoking the on-site driving privileges of the offending Subcontractor personnel.

**H. Site 300 Valley Fever Health Hazard**

(Applicable if any work or activities are at LLNL Site 300.)

1. Representations. The Subcontractor represents that it is aware that the LLNL Site 300 area is located in San Joaquin County, which has dirt and dust containing spores that cause Coccidioidomycosis (sometimes called "Valley Fever"), a disease that is endemic throughout the County, including Site 300 (information on the disease and certain precautionary measures is available from the American Lung Association). The Subcontractor also represents that it will take appropriate precautionary measures to protect the health of employees, other workers and individuals who may be involved with the Subcontractor's activities under this Subcontract at Site 300.
2. Required Training. All Subcontractor employees, lower-tier subcontractor personnel, consultant, and/or agents who will perform work at Site 300 shall complete LLNL course HS-0096W, a web-based training course on Valley Fever or its equivalent, prior to commencement of any on-site work performed at Site 300 under this Subcontract.
3. Indemnification. The Subcontractor agrees to indemnify and hold harmless LLNS and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted by the by the employees of the Subcontractor or its lower-tier subcontractors or other individuals exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of Subcontractor activities at Site 300. The Subcontractor specifically waives any immunity provided against this indemnity by an industrial insurance or workers compensation statute.
4. Insurance. The Subcontractor agrees that the general liability insurance required to be maintained will protect LLNS and the U. S. Government from the risks enumerated above, and will contain a provision waiving any right of subrogation against LLNS and the U. S. Government which may arise by reason of any payment under the insurance.

(END OF CLAUSES)

Lawrence Livermore National Laboratory

SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST

<b>Subcontractor:</b>	The Regents of the University of California	<b>LLNS Contract Admin.:</b>	
<b>Subcontract No.:</b>		<b>Telephone No.</b>	
<b>Attention:</b>		<b>Return with invoice to:</b>	Lawrence Livermore National Laboratory
<b>Address:</b>			SASS Group, L-650
			P.O. Box 5012
<b>Telephone No.</b>			Livermore, CA 94551
<b>Invoice No.:</b>			

The referenced invoice includes the following Subcontractor acquired property with a value of \$5,000 or more:

Property/Equipment Description	Manufacturer	Model No.	Serial No.	Acquisition Date	Location	Qty.	Unit Cost	Total Cost