Table of Contents

Section B: Supplies or Services and Prices/Costs ---- 1

B.1 Service Being Acquired ---- 1

B.2 Obligation of Funds and Financial Limitations ---- 1

B.3 Performance and Other Incentive Fees ---- 1

B.4 Provisional Payment of Performance Fee ---- 2

Section C: Performance Work Statement ---- 3

C.1 Introduction ---- 3

C.2 Performance Expectations and Objectives ---- 3

C.3 Laboratory Mission and Capabilities ---- 5

C.4 Plans and Reports ---- 11

Section D: Packaging and Marking ---- 12

D.1 Packaging ---- 12

D.2 Marking ---- 12

Section E: Inspection and Acceptance ---- 13

E.1 Inspection of Research and Development (FAR 52.246-9)(Short Form)(Apr 1984) ---- 13

Section F: Deliveries or Performance ---- 14

F.1 Period of Performance ---- 14

F.2 Principal Place of Performance ---- 14

Section G: Contract Administration Data ---- 15

G.1 DOE Contracting Officer ---- 15

G.2 DOE Contracting Officer's Representative(s)(COR) ---- 15

G.3 Contract Administration ---- 15

Section H: H.0 – Introduction and General Provisions ---- 16

H.0.0 Additional Definitions ---- 16

H.0.1 Intent ---- 16

H.0.2 Partnering ---- 17

H.0.3 "Revolutionary" Contract ---- 17

H.0.4 Contract Maintenance ---- *18*

Relevant FAR Clauses ---- *18*

H.1 – Mission Accomplishment ---- **19**

H.1.0 Intellectual and Scientific Freedom ---- *19*

H.1.1 Work Programs ---- *19*

H.1.2 Collaborations ---- *20*

H.1.2.1 Strategic Partnership Projects Program (Non-DOE Funded Work)(DEAR 970.5217-1)(DEC 2024) ---- 20

H.1.2.2 Technology Transfer Mission (DEAR 970.5227-3) (December 2024) ---- 22

H.1.2.3 DOE Cooperative Research and Development Agreements (DOE Order 483.1C (CRD Only)(08/05/2026)) ---- 32

H.1.2.4 Strategic Partnership Projects (DOE Order 481.1F (08/05/2026)) ---- 32

The Contractor shall comply with the CRD of 481.1F. ---- 32

H.1.2.5 Agreements for Commercializing Technology (ACT) (DEAR 970.5217-2) (December 2024) ---- 32

H.1.2.6 Foreign Engagements with DOE National Laboratories (DOE Policy 485.1A)(12/13/2019) updated by M1002 ---- 40

H.1.2.7 EPAct Data Protection (Apr 2022) ---- 40

H.1.2.8 Contractor's Obligations Concerning U.S. Manufacturing Requirements of a Determination of Exceptional Circumstances (DEC) (Apr 2022) ---- 42

H.1.2.9 Federal Strategic Partnership Projects (DOE Order 481.2A (08/05/2026)) ---- 42

H.1.3 Laboratory Directed Research and Development (DOE Order 413.2D (CRD Only)(08/05/2026)) ---- 42

H.1.4 Intellectual Property Rights ---- 43

H.1.4.1 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (DEAR 970.5227-10)(December 2024) ---- 43

H.1.4.2 Rights in Data - Technology Transfer (DEAR 970.5227-2)(December 2024) ---- 54

H.1.5 Research Misconduct (DEAR 952.235-71)(Jul 2005) ---- *67*

H.1.6 Changes (DEAR 970.5243-1)(Dec 2000) ---- *69*

H.1.7 Reserved ---- *69*

H.1.8 Reimbursable Work for the Department of Homeland Security (DOE Order 484.1A (CRD Only) (08/05/2026)) ---- *69*

H.1.9 Contractor-Funded Institutional Supporting Research and Development ---- *69*

H.1.10 Contractor's Obligations Regarding Funding Opportunity Announcement DE-FOA-0003612 Genesis Mission (JULY 2026) ---- *70*

Relevant FAR Clauses ---- 78

H.2 (RESERVED) ---- **79**

H.3 (RESERVED) ---- **79**

H.4 - Management, Leadership and Stewardship ---- **80**

H.4.0 Laboratory Structure ---- *80*

H.4.0.1 Federally Funded Research and Development Center Sponsoring Agreement (DEAR 970.5235-1)(Dec 2024) ---- 80
H.4.0.2 Laws, Regulations and DOE Directives (DEAR 970.5204-2)(Dec 2000)(DEVIATION for RWG)(Aug 2016) ---- 80
H.4.0.3 Application of DOE Contractor Requirements Documents ---- 80
H.4.0.4 Laboratory Plan ---- 81

H.4.1 Oversight and Evaluation ---- *81*
H.4.1.1 Standards of Contractor Performance Evaluation ---- 81
H.4.1.2 Management Controls (DEAR 970.5203-1)(PF 2022-23)(OCT 2021) ---- 82
H.4.1.3 Contractor Assurance System ---- 82
H.4.1.4 Performance Based Management and Oversight ---- 82

H.4.2 Technical Direction and Organization ---- *83*
H.4.2.1 Technical Direction (DEAR 952.242-70)(DEC 2000) ---- 83
H.4.2.2 Work Authorization (DEAR 970.5211-1)(May 2007) ---- 84
H.4.2.3 Contractor's Organization (DEAR 970.5203-3)(Dec 2000) updated per SC Alternate (Apr 2018) by M951 ---- 84
H.4.2.4 Key Personnel (DEAR 952.215-70)(Dec 2024) ---- 85

H.4.3 Risks and Responsibilities ---- *85*
H.4.3.1 Reserved ---- 85
H.4.3.2 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (DEAR 970.5215-3)(Aug 2009), Alternate I (Aug 2009)(DEVIATION for RWG)(Aug 2016) ---- 85
H.4.3.3 Cap on Liability ---- 86
H.4.3.4 Nuclear Hazards Indemnity Agreement (DEAR 952.250-70) (OCT 2005) (Implementing the Price Anderson Amendments Act of 2005 Per A.L. 2012-10) ---- 87
H.4.3.5 Environmental Remediation ---- 90
H.4.3.6 Pre-Existing Conditions (DEAR 970.5231-4)(Dec 2000) Alternate I (Dec 2000) ---- 90
H.4.3.7 Contractor Acceptance of Notices of Violations, Alleged Violations, Fines and Penalties ---- 90
H.4.3.8 Allocation of Responsibilities for Contractor Environmental Compliance Activities ---- 91
H.4.3.9 Insurance – Litigation and Claims (DEAR 970.5228-1)(July 2013) ---- 91
H.4.3.10 [Reserved] ---- 93
H.4.3.11 Paid Leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to Maintain Employees and Subcontractors in a Ready State added by M984; modified by M999 by M1012 -93
H.4.3.12 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (December 2024) applicable as of 07/24/2026; the prior version of this clause applies before this date ---- 93
H.4.3.13 Definition of Unusually Hazardous or Nuclear Risk for FAR Clause 52.250-1 Indemnification Under Public Law 85-804 ---- 96
Relevant FAR Clauses ---- 97

H.4.4 Community Engagement ---- *98*
H.4.4.1 Lobbying Restrictions ---- 98
H.4.4.2 Reserved by M911 ---- 98
H.4.4.3 Public Affairs (DEAR 952.204-75)(Dec 2000)(DEVIATION for RWG)(Aug 2016) ---- 98

H.5 – Environment, Safety and Health and Environmental Protection ---- 99

H.5.0 Integrated Safety, Health, and Environmental Protection ---- *99*

H.5.0.1 Integration of Environment, Safety & Health Into Work Planning and Execution (DEAR 970.5223-1)(Dec 2000)(DEVIATION for RWG)(Aug 2016) ---- 99
H.5.0.2 Stop Work ---- 99
H.5.0.3 External Regulation ---- 99
H.5.0.4 Integrated Safety Management Policy (DOE Policy 450.4A, Chg. 1 (Min.Chg.) (1/18/2018)) ---- 99

H.5.1 Environment, Safety and Health Reporting ---- *99*
H.5.1.1 Reserved ---- 99
H.5.1.2 Reserved ---- 99
H.5.1.3 Epidemiological Studies of Workers at the Site ---- 99

H.5.2 Health and Safety Program ---- *100*
H.5.2.1 Worker Safety and Health ---- 100

H.5.3 Facility Safety ---- *101*
H.5.3.1 Reserved ---- 101
H.5.3.2 Aviation Management and Safety ---- 101
H.5.3.3 SLAC Human Subjects Research Program Policy (DOE Order 443.1D (CRD Only)(08/05/2026)) ---- 101

H.5.4 Radiation Safety ---- *101*
H.5.4.1 Safety of Accelerators (DOE Order 420.2E (CRD Only)(08/05/2026)) ---- 101
H.5.4.2 Radiation Protection of the Public and the Environment (DOE Order 458.1, Chg. 5(01/30/2025)) ---- 101
H.5.4.3 Control of Nuclear Materials ---- 101
H.5.4.4 Radioactive Waste Management Manual (DOE Manual 435.1-1, Chg 2 (Admin Chg) (6/8/2011)) ---- 102

H.5.5 Nanomaterials Safety ---- *102*
H.5.5.1 The Safe Handling of Unbound Engineered Nanoparticles (DOE Order 456.1B (08/05/2026)) ---- 102

Relevant FAR Clauses ---- *102*

H.6 - Business Systems ---- 103

H.6.0 Contract Management ---- *103*
H.6.0.1 No Third Party Beneficiaries ---- 103
H.6.0.2 Disclosure of Information (DEAR 952.204-72)(Apr 1994) ---- 103
H.6.0.3 Identifying and Protecting Official Use Only Information (Applicable only until 11/1/2024, the inclusion of the SCP for the CUI order in the M&O contract) ---- 103
H.6.0.4 Access to and Ownership of Records (DEAR 970.5204-3)(Oct 2014)(DEVIATION) ---- 103
H.6.0.5 Priorities and Allocations (Atomic Energy)(DEAR 952.211-71)(Apr 2008) ---- 105
H.6.0.6 Reduction or Suspension of Advance, Partial, or Progress Payments (DEAR 970.5232-1) (Dec 2000) ---- 105
H.6.0.7 Organizational Conflicts of Interest (DEAR 952.209-72)(Aug 2009)(Alternate 1 – Aug 2009) ---- 106
H.6.0.8 Real Property Asset Management (SC Alternate) (Apr 2017) ---- 108
H.6.0.9 Disposal of Real Property ---- 108
Relevant FAR Clauses ---- 108

H.6.1 Financial Management ---- *110*
H.6.1.1 Financial Management System (DEAR 970.5232-7)(Dec 2024) ---- 110
H.6.1.2 Reserved ---- 110
H.6.1.3 Accounts, Records and Inspection (DEAR 970.5232-3)(Dec 2024) ---- 110

H.6.1.4 Integrated Accounting (DEAR 970.5232-8)(PF 2022-23)(OCT 2021)---- 112
H.6.1.6 Advanced Understanding Regarding Additional Items of Allowable and Unallowable Costs and Other Matters---- 113
H.6.1.7 Penalties for Unallowable Costs (DEAR 970.5242-1)(Aug 2009) ---- 113
H.6.1.8 Reserved---- 114
H.6.1.9 Cooperation with the Office of Inspector General (DOE Order 221.2A (Section 6 and CRD Only)(2/25/2008)) ---- 114
H.6.1.10 Reporting Fraud, Waste & Abuse to the Office of Inspector General (DOE Order 221.1A (CRD Only)(4/19/2008))---- 114
H.6.1.11 Reserved---- 114
H.6.1.12 Obligations of Funds (DEAR 970.5232-4)(Dec 2000)---- 114
H.6.1.13 Strategic Partnership Project Authorization (DEAR 970.5232-6)(Apr 2015)---- 115
H.6.1.14 Pricing of Departmental Materials (DOE Order 522.1B (CRD Only)(08/05/2026) ---- 116
The Contractor shall comply with applicable portions of DOE Order 522.1B. ---- 116
H.6.1.15 Special Financial Institution Account Agreement---- 116
H.6.1.16 Payments and Advances (DEAR 970.5232-2)(December 2024)---- 116
H.6.1.17 Laboratory Facilities [(b)(3)(iii)revised by M1038] ---- 118
H.6.1.18 Reserved by M911 ---- 119
H.6.1.19 Official Travel (DOE Order 550.1A (CRD Only)(08/05/2026))---- 119
H.6.1.20 Conference Management---- 119
H.6.1.21 Contractor Employee Travel Discounts (DEAR 952.251-70)(Aug 2009) ---- 120
H.6.1.22 State and Local Taxes (DEAR 970.5229-1)(Dec 2000) ---- 121
H.6.1.23 DEAR 970.5216-7 Allowable Cost and Payment (OCT 2021)(Deviation)(PF 2022-23)(OCT 2021) ---- 122
H.6.1.24 Financial Management and Chief Financial Officer Responsibilities (DOE Order 520.1C (08/05/2026)) ---- 126
Relevant FAR Clauses---- 126

H.6.2 Acquisition and Property Management---- *126*
H.6.2.1 Formation and Administration of Subcontracts ---- 126
H.6.2.2 Contractor Purchasing System (DEAR 970.5244-1) (DEC 2024)(SC Alternate 2018) ---- 127
H.6.2.3 Reserved---- 132
H.6.2.4 Sustainable Acquisition Program (DEAR 970.5223-7)(Oct 2010) Alternate I for Construction Contracts and Subcontracts (Oct 2010)---- 132
H.6.2.5 DOE-H-7011 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (Sep 2017) -- 134
H.6.2.6 Service Contract Act of 1965 (41 U.S.C 351) ---- 134
H.6.2.7 Property (DEAR 970.5245-1)(Jan 2013)(DEVIATION) Alternate I (Dec 2000)---- 134
H.6.2.8 Reserved---- 137
H.6.2.9 Disposal of Real Property ---- 137
Relevant FAR Clauses---- 137

H.6.3 Human Capital Management---- *140*
H.6.3.1 Principles of Human Resources Management---- 140
H.6.3.2 Employee Compensation: Pay and Benefits Updated by M1031 ---- 140
H.6.3.3 Employee Training, Education and Development ---- 142
H.6.3.4 Employee Programs ---- 143
H.6.3.5 Pension Management---- 145

H.6.3.6 Costs of Recruiting Personnel ---- 147
H.6.3.7 Reserved ---- 147
H.6.3.8 Privacy Act Records ---- 147
H.6.3.9 Reserved ---- 148
H.6.3.10 Overtime Management (Dec 2000)(DEAR 970.5222-2) ((c) deleted by M911) ---- 148
H.6.3.11 Reductions in Contractor Employment (updated by M961) ---- 148
H.6.3.12 Collective Bargaining Agreements Management and Operating Contracts (Dec 2000) (DEAR 970.5222-1) 150
H.6.3.13 Labor Relations ---- 151
H.6.3.14 Workers' Compensation Insurance ---- 152
H.6.3.15 Whistleblower Protection for Contractor Employees (Dec 2000)(DEAR 952.203-70) ---- 153
H.6.3.16 Workplace Substance Abuse Programs at DOE Sites (Dec 2010)(DEAR 970.5226-5) ---- 153
H.6.3.17 Reserved ---- 153
H.6.3.18 Foreign Government Sponsored or Affiliated Activities (DOE Order 486.1A)(CRD Only)(9/2/2020) Updated by M1004 ---- 153
H.6.3.19 Compliance with Federal Anti-Discrimination Laws (APR 2025) ---- 153
Relevant FAR Clauses ---- 154

H.6.4 Contractor Assurance Systems, Including Internal Audit and Quality ---- 155
H.6.4.1 Reserved ---- 155
H.6.4.2 Accident Investigations (DOE Order 225.1B (CRD Only)(3/4/2011)) ---- 155
H.6.4.3 Independent Oversight Program (DOE Order 227.1B (CRD Only)(08/05/2026)) ---- 155
H.6.4.4 Quality Assurance (DOE Order 414.1F (CRD Only)(08/05/2026)) ---- 155

H.6.5 Transfer of Technology and Commercialization of Intellectual Assets ---- 155
H.6.5.1 Authorization and Consent (DEAR 970.5227-4)(DEC 2024) ---- 155
H.6.5.2 Notice and Assistance Regarding Patent and Copyright Infringement (DEAR 970.5227-5)(Dec 2024) ---- 155
H.6.5.3 Patent Indemnity—Subcontracts (DEAR 970.5227-6)(Dec 2000) ---- 156
H.6.5.4 Refund of Royalties (DEAR 970.5227-8)(Aug 2002) ---- 156

H.7.0 Government Facility Subcontract Approval (DEAR 970.5236-1)(SC Alternate)(Apr 2018) ---- 157

H.7.1 Davis Bacon Act ---- 157

H.7.2 Program and Project Management for the Acquisition of Capital Assets (DOE Order 413.3C (CRD Only)(08/05/2026)) ---- 158

H.7.3 Reserved ---- 158

H.7.4 Reserved ---- 158

H.7.5 Tagging of Leased Vehicles (DEAR 952.208-7)(Apr 1984) ---- 158

H.7.6 Design Basis Threat (DOE O 470.3C, Chg. 2 (LtdChg)(CRD Only)(2/23/2023)) ---- 158

H.7.7 Bridge and Tunnel Management (DOE O 437.1B (CRD Only)(08/05/2026)) ---- 158

Relevant FAR Clauses ---- 158

H.8 ISSM and Emergency Management ---- 158

H.8.0 Security and Emergency Management ---- 158

H.8.1 Emergency Management ---- *158*

H.8.2 Cyber Security ---- *158*
H.8.2.1 Personal Identity Verification and Federal Information Processing Standard 201 ---- 158
H.8.2.2 Information Technology Acquisitions updated by M961 ---- 159
H.8.2.3 Information Technology Management (DOE Order 200.1A, Chg. 2 (LtdChg)(CRD Only)(8/11/2023)) ---- 159
H.8.2.4 Scientific and Technical Information Management (DOE Order 241.1D (CRD Only)(08/05/2026)) ---- 159
H.8.2.5 Cyber Security Program Requirements updated by M961 ---- 159
H.8.2.6 Multifactor Authentication for Contractor Information Systems ---- 159
H.8.2.7 Records Management Program (DOE Order 243.1D (CRD Only) (08/05/2026)) ---- 159
H.8.2.8 Reserved ---- 160
Relevant FAR Clauses ---- 160

H.8.3 Physical Security ---- *160*
H.8.3.1 Reserved ---- 160
H.8.3.2 Counterintelligence (DOE Order 475.1 (CRD Only)(12/10/2004)) ---- 160
H.8.3.3 Unclassified Foreign National Access Program (DOE Order 142.3C (CRD Only)(3/31/2026)) ---- 160
H.8.3.4 Security Requirements (DEAR 952.204-2) (Aug. 2016) added by M980 ---- 160
H.8.3.5 Reserved ---- 163
Relevant FAR Clauses ---- 163

H. 8.4 Non-Possessing Security Plan (NPSP) added by M1015 ---- *163*
H.8.4.1 Department of Energy Privacy Program (DOE Order 206.1, Chg 1 (Min Chg)(CRD Only)(4/01/2018) ---- 163
H.8.4.2 Reserved ---- 164
H.8.4.3 Insider Threat Program ((DOE Order 470.5 (CRD Only)(6/02/2014)) ---- 164
H.8.4.4 Reserved ---- 164
H.8.4.5 Personnel Security (DOE Order 472.2A (CRD Only)(6/10/2022)) ---- 164
H.8.4.6 Identifying Classified Information ---- 164
H.8.4.7 Safeguards and Security Program (DOE Order 470.7 (CRD Only)(08/05/2026)) ---- 164

Section I: Contract Clauses ---- 165

I.1 FAR 52.202-1 Definitions (Jun 2020) Modified by DEAR 952.202-1 ---- 165
I.2 FAR 52.203-3 Gratuities (Apr 1984) ---- 165
I.3 FAR 52.203-5 Covenant Against Contingent Fees (May 2014) ---- 165
I.4 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) ---- 166
I.5 FAR 52.203-7 Anti-Kickback Procedures (Jun 2020) ---- 166
I.6 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014) ---- 167
I.7 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014) ---- 168
I.8 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020) ---- 169
I.9 FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021) ---- 172
I.10 FAR 52.203-14 Display of Hotline Poster(s) (Nov 2021) Modified by DEAR 903.1004(a) ---- 175
I.11 Reserved ---- 176
I.12 FAR 52.204-13 System For Award Management – Maintenance (Deviation Nov 2025) ---- 176
I.13 FAR 52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (DEVIATION Nov 2025) ---- 178

I.14 Reserved ---- 180
I.15 Reserved ---- 180
I.16 FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) ---- 180
I.17 FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Nov 2025) --- 181
I.18 FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION NOV 2025) 182
I.19 FAR 52.210-1 Market Research (DEVIATION Jul 2025) ---- 182
I.20 FAR 52.211-5 Material Requirements (DEVIATION Jul 2025) ---- 183
I.21 FAR 52.215-8 Order of Precedence - Uniform Contract Format (DEVIATION Jan 2026) ---- 183
I.22 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026) ---- 183
I.23 FAR 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026) ---- 184
I.24 FAR 52.215-14 Integrity of Unit Prices (Nov 2021) ---- 184
I.25 FAR 52.215-23 Limitations on Pass-Through Charges – Identification of Subcontract Effort (DEVIATION Jan 2026) Alternate I (Oct 2009) ---- 184
I.26 FAR 52.219-8 Utilization of Small Business Concerns (DEVIATION DEC 2025) ---- 186
I.27 FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION Mar 2026) Modified by DEAR 970.5219--- 187
I.28 FAR 52.219-16 Liquidated Damages-Subcontracting Plan (DEVIATION Dec 2025) ---- 197
I.29 FAR 52.222-1 Notice To The Government of Labor Disputes (Feb 1997) ---- 197
I.30 FAR 52.222-3 Convict Labor (Jun 2003) ---- 198
I.31 FAR 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (Mar 2026) ---- 198
I.32 FAR 52.222-11 Subcontracts (Labor Standards) (DEVIATION MAR 2026) ---- 199
I.33 Reserved ---- 200
I.34 Reserved ---- 200
I.35 Reserved ---- 200
I.36 FAR 52.222-35 Equal Opportunity for Veterans (DEVIATION Mar 2026) ---- 200
I.37 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION Mar 2026) ---- 201
I.38 FAR 52.222-37 Employment Reports on Veterans (DEVIATION Mar 2026) ---- 201
I.39 FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEVIATION Mar 2026) ---- 202
I.40 FAR 52.222-50 Combating Trafficking in Persons (DEVIATION Mar 2026) ---- 203
I.41 FAR 52.222-54 Employment Eligibility Verification (DEVIATION Mar 2026) ---- 211
I.42 FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION Jan 2026)) ---- 213
I.43 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026) ---- 214
I.44 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024) ---- 215
I.45 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ---- 216
I.46 Reserved ---- 216
I.47 FAR 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (DEVIATION Jan 2026) ---- 216

I.48 FAR 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (DEVIATION JAN 2026)---- 217
I.49 Reserved---- 217
I.50 Reserved---- 217
I.51 Reserved---- 217
I.52 Reserved---- 217
I.53 Reserved---- 217
I.54 Reserved---- 217
I.55 FAR 52.223-19 Compliance with Environmental Management Systems (May 2011)---- 217
I.56 FAR 52.224-1 Privacy Act Notification (Apr 1984)---- 217
I.57 FAR 52.224-2 Privacy Act (Apr 1984)---- 217
I.58 FAR 52.225-1 Buy American-Supplies (DEVIATION Jan 2026) Modified by DEAR 970.2570-1---- 218
I.59 FAR 52.225-8 Duty-Free Entry (Oct 2010) ---- 220
I.60 FAR 52.225-9 Buy American-Construction Materials (DEVIATION Jan 2026) ---- 221
I.61 FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)---- 226
I.62 Reserved---- 227
I.63 FAR 52.229-8 Taxes – Foreign Cost-Reimbursement Contracts (Mar 1990)---- 227
I.64 FAR 52.230-2 Cost Accounting Standards (DEVIATION Nov 2025)---- 227
I.65 FAR 52.230-6 Administration of Cost Accounting Standards (DEVIATION Nov 2025) ---- 228
I.66 FAR 52.232-17 Interest (May 2014) ---- 236
I.67 FAR 52.232-24 Prohibition of Assignment of Claims (May 2014) ---- 237
I.68 FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)---- 237
I.69 FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)---- 237
I.70 FAR 52.233-1 Disputes (DEVIATION NOV 2025) Alternate I (DEVIATION Nov 2025)---- 237
I.71 FAR 52.233-3 Protest After Award (Aug 1996) Alternate I (Jun 1985) ---- 239
I.72 FAR 52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION Nov 2025)---- 239
I.73 FAR 52.236-8 Other Contracts (DEVIATION Aug 2025)---- 240
I.74 FAR 52.237-3 Continuity of Services (Jan 1991)---- 240
I.75 Reserved---- 240
I.76 FAR 52.242-1 Notice of Intent to Disallow Costs (Apr 1984) ---- 240
I.77 FAR 52.242-13 Bankruptcy (Jul 1995)---- 241
I.78 FAR 52.242-15 Stop Work Order (Aug 1989) ALTERNATE I (Apr 1984) ---- 241
I.79 FAR 52.244-5 Competition in Subcontracting (Aug 2024)---- 242
I.80 FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION Apr 2026) --- 242
I.81 FAR 52.247-1 Commercial Bill of Lading Notations (Feb 2006) ---- 243
I.82 FAR 52.247-63 Preference for U.S.-Flag Carriers (Jan 2025)---- 244
I.83 FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION Dec 2025)----- 244
I.84 FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)---- 246
I.85 FAR 52.249-6 Termination (Cost-Reimbursement)(May 2004) As Modified By DEAR 970.4905-1 (Dec 2000) - ---- 247
I.86 FAR 52.249-14 Excusable Delays (Apr 1984)---- 250
I.87 Reserved---- 251
I.88 Reserved---- 251
I.89 FAR 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)---- 251

I.90 FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)---- 251
I.91 FAR 52.253-1 Computer Generated Forms (Dec 2025) ---- 251
I.92 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (Dec 2000) ---- 251
I.93 DEAR 952.204-72 Disclosure of Information (Apr 1994)---- 251
I.94 DEAR 952.204-75 Public Affairs (Dec 2000)(DEVIATION for RWG)(Aug 2016)---- 251
I.95 DEAR 952.208-7 Tagging of Leased Vehicles (Apr 1984)---- 251
I.96 DEAR 952.209-72 Organizational Conflicts of Interest (Aug 2009)(Alternate 1 – Aug 2009) ---- 252
I.97 DEAR 952.211-71 Priorities and Allocations (Atomic Energy)(Apr 2008)---- 252
I.98 DEAR 952.215-70 Key Personnel (Dec 2024) ---- 252
I.99 Reserved---- 252
I.100 Reserved---- 252
I.101 DEAR 952.235-71 Research Misconduct (Jul 2005) ---- 252
I.102 DEAR 952.242-70 Technical Direction (Dec 2000)---- 252
I.103 Reserved by M911 ---- 252
I.104 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (OCT 2005) (Implementing the Price Anderson Amendments Act of 2005 Per A.L. 2012-10)---- 252
I.105 DEAR 952.251-70 Contractor Employee Travel Discounts (Aug 2009)---- 252
I.106 DEAR 970.5203-1 Management Controls (PF 2022-23)(OCT 2021)---- 252
I.107 DEAR 970.5203-3 Contractor's Organization (Dec 2000) SC Alternate (Apr 2018) ---- 252
I.108 DEAR 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000)(DEVIATION for RWG)(Aug 2016)----- 252
I.109 DEAR 970.5204-3 Access to and Ownership of Records (Oct 2014)(DEVIATION)---- 252
I.110 DEAR 970.5211-1 Work Authorization (May 2007) ---- 252
I.111 DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives — Facility Management Contracts (Aug 2009), Alternate I (Aug 2009)(DEVIATION for RWG)(Aug 2016) ---- 252
I.112 DEAR 970.5217-1 Strategic Partnership Projects Program (Non-DOE Funded Work)(December 2024)----- 253
I.113 DEAR 970.5222-1 Collective Bargaining Agreements Management and Operating Contracts (Dec 2000) - 253
I.114 DEAR 970.5222-2 Overtime Management (Dec 2000) ---- 253
I.115 DEAR 970.5226-5 Workplace Substance Abuse Programs at DOE Sites (Dec 2010) ---- 253
I.116 DEAR 970.5223-7 Sustainable Acquisition Program (Oct 2010) Alternate I for Construction Contracts and Subcontracts (Oct 2010)---- 253
I.117 Reserved---- 253
I.118 Reserved by M911 ---- 253
I.119 DEAR 970.5227-2 Rights In Data - Technology Transfer (December 2024) ---- 253
I.120 DEAR 970.5227-3 Technology Transfer Mission (December 2024) ---- 253
I.121 DEAR 970.5227-4 Authorization and Consent (Dec 2024) ---- 253
I.122 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2024)-------- 253
I.123 DEAR 970.5227-6 Patent Indemnity—Subcontracts (Dec 2000) ---- 253
I.124 DEAR 970.5227-8 Refund of Royalties (Aug 2002) ---- 253
I.125 DEAR 970.5227-10 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (December 2024) ---- 253
I.126 DEAR 970.5228-1 Insurance – Litigation and Claims (Jul 2013)---- 253
I.127 DEAR 970.5229-1 State and Local Taxes (Dec 2000)---- 254
I.128 DEAR 970.5231-4 Pre-Existing Conditions (Dec 2000) Alternate I (Dec 2000) ---- 254
I.129 DEAR 970.5232-1 Reduction or Suspension of Advance, Partial, or Progress Payments (Dec 2000) --------- 254

I.130 DEAR 970.5232-2 Payments and Advances (Dec 2024) ---- 254
I.131 DEAR 970.5232-3 Accounts, Records and Inspection (Dec 2024) ---- 254
I.132 DEAR 970.5232-4 Obligations of Funds (Dec 2000) ---- 254
I.133 DEAR 970.5232-5 Liability with Respect to Cost Accounting Standards (Dec 2000) ---- 254
I.134 DEAR 970.5232-6 Strategic Partnership Project Funding Authorization (April 2015) ---- 254
I.135 DEAR 970.5232-7 Financial Management System (Dec 2024) ---- 254
I.136 DEAR 970.5232-8 Integrated Accounting (PF 2022-23)(Oct 2021) ---- 254
I.137 DEAR 970.5235-1 Federally Funded Research and Development Center Sponsoring Agreement (Dec 2024) ---- 254
I.138 DEAR 970.5236-1 Government Facility Subcontract Approval (SC Alternate)(Apr 2018) ---- 254
I.139 DEAR 970.5242-1 Penalties for Unallowable Costs (Aug 2009) ---- 254
I.140 DEAR 970.5243-1 Changes (Dec 2000) ---- 254
I.141 DEAR 970.5244-1 Contractor Purchasing System (DEC 2024)(SC Alt 2018) ---- 254
I.142 DEAR 970.5245-1 Property (Jan 2013)(DEVIATION) Alternate I (Dec 2000) ---- 255
I.143 DEAR 970.5223-1 Integration of Environment, Safety & Health Into Work Planning and Execution (Dec 2000)(DEVIATION for RWG)(Aug 2016) ---- 255
I.144 FAR 52.224-3 Privacy Training (Jan 2017) ---- 255
I.145 Reserved ---- 256
I.146 FAR 52.242-5 Payments to Small Business Subcontractors (Jan 2017) added by M940 ---- 256
I.147 Reserved ---- 256
I.148 DEAR 952.204-2 Security Requirements (Aug 2016) added by M980 ---- 256
I.149 FAR 52.250.1 Indemnification Under Public Law 85-804 (Apr 1984)Alt I (Apr 1984) added by M980 ---- 256
I.150 Reserved ---- 258
I.151 Reserved ---- 258
I.152 FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) ---- 258
I.153 FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies (DEVIATION Mar 2026) ---- 258
I.154 Reserved ---- 259
I.155 Reserved ---- 259
I.156 DEAR 970.5216-7 Allowable Cost and Payment (Oct 2021)(Deviation)(PF 2022-23)(Oct 2021) ---- 259
I.157 Reserved ---- 260
I.158 FAR 52.242-4 Certification of Final Indirect Costs (PF 2022- 23)(Oct 2021) ---- 260
I.159 FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ---- 260
I.160 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) ---- 261
I.163 FAR 52.208-91 GSA Fleet Vehicles and Related Services (DEVIATION NOV 2025) ---- 270
I.164 Reserved ---- 270
I.165 FAR 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (DEVIATION Aug 2025) ---- 270
I.166 FAR 52.223-23 Sustainable Products and Services (DEVIATION Jan 2026) ---- 271
I.168 FAR 52.246-26 Reporting Nonconforming Items (AUG 2024) ---- 274
I.169 FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026) ---- 276
I.170 FAR 52.208-90 Government Supply Sources (DEVIATION NOV 2025)(SC Alternate) ---- 276

Appendices ---- 278

Section B: Supplies or Services and Prices/Costs

B.1 Service Being Acquired

The Contractor shall provide the personnel, facilities, equipment, materials, supplies, and services, (except such facilities, equipment, materials, supplies and services as are furnished by the Government) necessary to perform the requirements and work set forth in this Contract, and shall perform such requirements and work in a quality, timely, and cost-effective manner.

B.2 Obligation of Funds and Financial Limitations

The amount presently obligated by the Government with respect to this Contract is specified in the Clause I.I32, DEAR 970.5232-4, Obligation of Funds (DEC 2000). Other financial limitations are also specified in this Clause.

B.3 Performance and Other Incentive Fees

(a) The Parties have agreed that the maximum available performance fees that may be earned by the Contractor in accordance with the provisions of Appendix A, Performance Evaluation and Measurement Plan, for the performance of the work under this Contract commencing October 1, 2022 are as follows:

Performance Period	Base Fee	Performance Fee
Base Contract Period		
10/1/22 - 9/30/23	0*	$5,335,000.00
10/1/23 - 9/30/24	0*	$5,335,000.00
10/1/24 - 9/30/25	0*	$5,335,000.00
10/1/25 - 9/30/26	0*	$5,335,000.00
10/1/26 - 9/30/27	0*	$5,335,000.00

* Base fee under this Contract shall be $0. All fee dollars shall be performance fee and at risk.

(b) The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the Contracting Officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements. The Contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the Department.

(c) The evaluation of Contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) set forth in the Contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the Contractor's performance is considered to be less than the level of performance set forth in the Performance Work Statement , as amended to include the current Work Authorization Directive or similar document, for any Contract requirement, it will be considered by the DOE Head of Field Element, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the Contract. The DOE Head of Field Element, or designee, shall issue the final total available fee amount earned determination in accordance with the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this Contract.

(d) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.

(e) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only:

- under the provisions of the Clause I.140, DEAR 970.5243-1, Changes; or
- for a +/- 10 percent change in the estimated fee base.

B.4 Provisional Payment of Performance Fee

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Clause I.130 DEAR 970.5232-2 (DEC 2000), Payments and Advances, (Alternate II & III)(Deviation). The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

Section C: Performance Work Statement

C.1 Introduction

This Performance-Based Management Contract (PBMC) is for the management and operation of the SLAC National Accelerator Laboratory (SLAC or the Laboratory). In accordance with the provisions of this Contract, Stanford University (SU) (the Contractor) shall accomplish the missions and programs assigned by the U.S. Department of Energy (DOE or the Department) to manage and operate the Laboratory, one of the DOE's Office of Science (SC) National Laboratories.

The Laboratory is a Federally Funded Research and Development Center (FFRDC) established in accordance with the Federal Acquisition Regulation (FAR), Part 35 and operated under this Management and Operating (M&O) contract, as defined in FAR 17.6 and Department of Energy Acquisition Regulation (DEAR) 917.6.

This Contract is designed to enable the Contractor to achieve highly effective and efficient management of the Laboratory, resulting in:

- A safe and secure operating environment,
- Outstanding science and technology results,
- Cost effective and efficient operations, and
- Enhanced accountability

Toward this end, this Contract establishes a process by allowing the Contractor to tailor new and existing DOE Directives as well as to propose Site Compliance Plans, which rely primarily on state and federal laws and regulations, and management processes based on national standards, certified systems and best business practices. The Contractor shall be accountable for mitigating risk as Laboratory processes and assurance models change.

This Contract reflects the application of performance-based contracting approaches and techniques which emphasize results/outcomes and minimize unilateral "how to" performance descriptions, except in instances where required by the Department. The Contractor is responsible for performance under the contract, including determining the specific methods for accomplishing the work and performing quality assurance. This PBMC provides flexibility, within the terms and conditions of the contract, to the Contractor in managing and operating the Laboratory.

Under this PBMC, the Contractor is responsible to develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the mission of the Laboratory. The Contractor shall produce and maintain effective and efficient management structures, systems, and operations that achieve high levels of quality and safety in accomplishing the work, and to the extent practicable and appropriate, rely on national, commercial and industrial standards that can be verified and certified by independent, nationally recognized experts and other independent reviewers. The Contractor shall conduct work in a manner that optimizes productivity, minimizes waste, and fully complies with applicable laws, regulations, and terms and conditions of the contract.

C.2 Performance Expectations and Objectives

C.2.1 Core Expectations.

The relationship between DOE and its national laboratory contractors is designed to bring best practices for research and development to bear on the Department's missions. Through application of these best practices, the Department seeks to assure both outstanding programmatic and effective and efficient operational performance of today's research programs and the long-term quality, relevance, and productivity of the laboratories against both short and long term scientific needs of the Nation. Accordingly, DOE expects that the Contractor excel in the areas of: program delivery and mission accomplishment, laboratory stewardship, operations as well as financial management.

C.2.1.1 Program Development and Mission Accomplishment

The Contractor shall provide the highest quality of planning, management, and execution of assigned research and development programs. The Contractor shall execute assigned programs to ensure the greatest possible impact on achieving DOE's mission objectives, to aggressively manage the Laboratory's science and technology capabilities and intellectual property to meet these objectives. The Contractor shall initiate innovative concepts and research proposals that are aligned with and drive DOE missions and are well matched with Laboratory capabilities. The Contractor shall strive to meet the highest standards of scientific quality and productivity, "on-time, on budget, as-promised" delivery of program deliverables, and first-rate service to the research community through user facility operation.

The Contractor shall demonstrate benefit to the Nation from research and development (R&D) investments by transferring technology to the private sector by effectively managing scientific and technical information and supporting excellence in science and mathematics education to the extent such activities are consistent with achieving DOE's core missions.

C.2.1.2 Laboratory Stewardship

The Contractor shall actively partner with DOE to assure that the Laboratory is continually renewed and enhanced to meet future mission needs. Within the constraints of available resources and other Contract requirements, the Contractor, in partnership with DOE, shall:

(a) Maintain an understanding of the DOE's evolving Laboratory vision and long-term strategic plan; anticipate Laboratory capabilities required to meet evolving DOE mission needs.

(b) Attract, develop, and retain an outstanding work force, with the skills and capabilities to meet DOE's evolving mission needs.

(c) Maintain a credible system for understanding the utilization and capability of the Laboratory (i.e., facilities, equipment, and staff).

(d) Utilize environmental management system worker health and safety program and mission readiness principles within the conduct of research projects and facilities management; renew and enhance research facilities and equipment so that the Laboratory remains at the state-of-the-art and is well positioned to meet future DOE needs.

(e) Build and maintain a financially viable portfolio of research programs to renew and enhance Laboratory research capabilities over time.

(f) Maintain a positive relationship with the broader research community, to enhance the intellectual vitality and research relevance of the Laboratory, and to bring the best possible capabilities to bear on DOE mission needs through partnerships.

(g) Build a positive, supportive relationship founded on openness and trust with the community and region in which the Laboratory is located.

C.2.2 Performance Objectives.

The results-oriented performance objectives of this Contract are stated in the PEMP (Section J, Appendix A), and/or in the Work Authorizations issued in accordance with the Clause I.110, DEAR 970.5211-1, Work Authorization. The Contractor shall strive to maximize its performance relative to the objectives, requirements and criteria specified in the PEMP in a cost effective manner.

C.3 Laboratory Mission and Capabilities

(a) General.

In accordance with the provisions of this Contract, the Contractor, as directed by DOE, assists in fulfilling the mission of the Department of Energy, which is to ensure America's security and prosperity by addressing its energy, environmental and nuclear challenges through transformative science and technology solutions. To do this, the Contractor shall provide the intellectual leadership and management expertise necessary and appropriate to manage, operate, and staff the Laboratory; to accomplish the research mission and roles assigned by DOE to the Laboratory; and to perform the work described in this Performance Work Statement. The DOE research areas are identified through strategic planning, program coordination, and cooperation between the Laboratory and DOE.

The research activities of the Laboratory are dynamic; this SOW is not intended to be all-inclusive or restrictive, but is intended to provide a broad framework and general scope of the work to be performed at the Laboratory during the term of the Contract. This Performance Work Statement does not represent a commitment to, or imply funding for, specific projects or programs. DOE and/or other work sponsors in accordance with the provisions of this Contract will authorize all projects and programs.

Work under this Contract shall be conducted in a manner that will protect the environment and ensure the safety and health of employees and the public. The Contractor shall implement an Integrated Safety Management System. The Contractor shall implement appropriate program and project management systems to track progress and pursue cost effectiveness in work activities; develop integrated plans and schedules to achieve program objectives, incorporating input from DOE and stakeholders; maintain technical expertise to manage activities and projects throughout the life of a program; maintain Laboratory facilities and infrastructure to accomplish assigned missions and support long term goals; and utilize technologies and management systems to improve cost efficiency and performance.

(b) Mission and Major Programs.

(1) Laboratory Mission: In support of major DOE sponsor organizations, the central mission of the Laboratory is to provide scientific leadership needed to carry out the world class science and technological innovation to support the programs and missions of SC and DOE:

(i) To perform the highest quality multi-disciplinary research in photon science as well as particle physics, particle astrophysics, accelerator science and other missions as assigned in a manner that ensures employee and public safety and protection of the environment;

(ii) To develop, maintain, and operate unique national user facilities that are available to qualified investigators;

(iii) To educate and train future generations of scientists and engineers to promote the Department's national science and education goals; and

(iv) To transfer knowledge and technological innovations and foster productive relationships among Laboratory research programs, universities, and industry in order to promote national economic competitiveness.

(2) Program Sponsors: The Laboratory is a multi-disciplinary National Laboratory which receives funding from a variety of sources. The primary program sponsor is the Office of Science.

The Contractor can pursue and may be authorized to undertake other DOE and non-DOE missions. DOE derives the benefits from the Laboratory's mission accomplishments and the development and utilization of the Laboratory's competencies, which are supported by this work.

(3) Mission Areas: Utilizing the Laboratory's core capabilities, competencies , and expertise, the Contractor shall perform work, as directed by DOE, including but not limited to the following mission areas:

(i) X-ray and Ultrafast Science: This mission area advances x-ray science; including but not limited to the utilization of x-ray free electron laser and synchrotron radiation, in solving important scientific and technological problems in materials sciences, chemistry, environmental sciences, structural biology, physics and other disciplines. This mission area supports DOE's advancement in core disciplines of basic energy sciences and biological and environmental research. It also contributes to science and technology that advances the energy security and health of our nation and focus on physical and life sciences for health and medicine.

(ii) Accelerator Science and Technology: This mission area utilizes accelerator physics and R&D into next-generation accelerator and free-electron laser technologies, including low emittance electron sources, shaping and diagnosis of complex beam dynamics, and generation of the world's brightest, shortest and most powerful X-ray pulses. SLAC's linear accelerator (Linac) drives the only US X-ray free electron laser (LCLS), as well as research into ultra-high gradient acceleration techniques (e.g., FACET-II). Together with other test accelerators and high-power radio frequency (RF) sources, this area comprises a suite of beam physics research tools that are unique in the world, with applications from basic science to national security and medicine.

(iii) High Energy Density Science: This mission area utilizes high-intensity lasers and x-ray lasers for studies of plasmas at extremely high density and temperature to address DOE mission goals in fusion sciences, fusion material sciences and laboratory astrophysics. It also contributes to the development of novel pump-probe techniques to test state-of-the art theory and simulations, which are central for predicting fusion experiments and high-energy density science phenomena.

(iv) Physics of the Universe: This mission area includes theoretical and experimental research into the fundamental forces and constituents of the universe through energy, intensity and cosmic frontier programs. This mission area supports DOE's advancement in the core discipline of high energy physics. It also contributes to the development of new technologies, detectors and instrumentation which are central to the delivery of new science and user facilities.

(v) Advanced Scientific Computing: This mission area addresses techniques for data mining and exploitation of petabyte-class data samples, numerical solution and visualization for complex systems in accelerator physics, x-ray and ultrafast science, particle physics, astrophysics and cosmological applications, high energy density science, biosciences; extracts forefront science from large survey and/or very rapidly acquired data samples; and provides for simulation and design of present and future state-of-the-art accelerator facilities.

(vi) Applied Energy: This mission area addresses DOE mission goals in energy security and climate change by developing solutions to challenges in renewable energy, energy storage and grid modernization, as well as sub-surface technology for resource optimization and carbon sequestration.

(vii) Quantum Information Science: This area supports DOE mission efforts in: Supporting fundamental science that underpins quantum computing, simulation, communication, and sensing; creating tools, equipment, and instrumentation that go beyond what was previously imaginable; and establishing DOE community resources that enable the entire QIS ecosystem to innovate. It leverages core

strengths in materials characterization, materials research, and quantum sensing, and device fabrication.

(4) Core Capabilities: DOE core capabilities comprise the science and technology foundation of its laboratories. The three criteria that define core capabilities are that they must: encompass a substantial combination of facilities and/or teams of people and/or equipment; have a unique and/or world-leading component; and be relevant to a discussion of DOE/DHS missions and external partners. In performance of this Contract, the Contractor shall continue to develop, mature and re-define the necessary core capabilities to perform the Laboratory mission and meet DOE and National scientific needs:

(i) Large-Scale User Facilities/R&D Facilities/Advanced Instrumentation: The ability to conceive, design, construct and operate leading-edge specialty research facilities available to universities, industry, and national laboratories customers to conduct groundbreaking research and development activities and/or 'at scale' testing and demonstration of technology. This includes the ability to manage effectively construction of $100 million or greater one-of-a-kind scientific facilities, and to host hundreds to thousands of U.S. and international users in addition to carrying out world-class research at the facility itself. The ability to conceive, design, build, operate and use first-in-class technical instruments intended for a particular research purpose, often requiring the material expertise of multiple scientific disciplines.

(ii) Accelerator Science and Technology: The ability to conduct experimental, computational, and theoretical research on the physics of particle beams and to develop technologies to accelerate, characterize, and manipulate particle beams in accelerators and storage rings. The research seeks to achieve fundamental understanding beyond current accelerator and detector science and technologies to develop new concepts and systems for the design of advanced scientific user facilities.

(iii) Chemical and Molecular Science: The ability to conduct experimental, theoretical, and computational research to fundamentally understand chemical change and energy flow in molecular systems that provide a basis for the development of new processes for the generation, storage, and use of energy and for mitigation of the environmental impacts of energy use. Areas of research include atomic, molecular and optical sciences; gas-phase chemical physics; condensed phase and interfacial molecular science; solar photochemistry; photosynthetic systems; physical biosciences; catalysis science; separations and analytical science; actinide chemistry; and geosciences.

(iv) Condensed Matter Physics and Materials Science: The ability to conduct experimental, theoretical, and computational research to fundamentally understand condensed matter physics and materials sciences that provide a basis for the development of materials that improve the efficiency, economy, environmental acceptability, and safety in energy generation, conversion, transmission, and utilization. Areas of research include experimental and theoretical condensed matter physics, x-ray and neutron scattering, electron and scanning probe microscopies, ultrafast materials science, physical and mechanical behavior of materials, radiation effects in materials, materials chemistry, and bimolecular materials.

(v) Particle Physics: The ability to carry out experimental and theoretical research to provide new insights and advance our knowledge on the nature of matter and energy, and the basic nature of space and time itself. This includes the design, operation and analysis of experiments to discover the elementary constituents of

matter and energy and probe the interactions between them and the development of models and theories to understand their properties and behaviors.

(vi) Plasma and Fusion Energy Sciences: The ability to conduct world-leading plasma research that can range from low-temperature to high temperature/high pressure plasmas. This ability can be in operation of the state-of-the-art experimental fusion facilities to carry out world-leading research on the fundamental physics of plasmas, in theory and computations, which is critical to the full understanding of the plasma phenomena being studied or to enable technologies that allow experiments to reach and in many cases exceed their performance goals.

(vii) Core Capability: Advanced Computer Science, Visualization, and Data: The ability to have a widely recognized role in advances in all applications in computational science and engineering. A core capability in these areas involves expertise in areas such as programming languages, high-performance computing tools, peta- to exa-scale scientific data management and scientific visualization, distributed computing infrastructure, programming models for novel computer architectures, and automatic tuning for improving code performance, with unique and/or world-leading components in one or more of these areas. The capability involves access to a high-end computational facility with the resources to test and develop new tools, libraries, languages, etc. In addition, this involves linkages to application teams in computational science and/or engineering of interest to the Department of Energy and/or other Federal agencies.

(5) Major Laboratory national research user facilities include:

(i) Stanford Synchrotron Radiation Lightsource (SSRL) is a state-of-the-art facility including the SPEAR3 synchrotron light source and its beam lines; SSRL/SPEAR3 provides beam lines and instrumentation for research over a range of scientific disciplines, serving the well-established needs of academic, national laboratory and industrial user base for “conventional” synchrotron radiation.

(ii) Linac Coherent Light Source (LCLS) is the world’s first x-ray free-electron laser. It has positioned SLAC as the world leader in the exciting new scientific field of ultrafast science through intense coherent ultrashort X-ray pulses, specialized experimental and optical laser facilities, and data intensive online and offline computing systems. LCLS II (nearing completion of construction as of the signing of this Contract) will provide a significant increase in capability to LCLS and ensure that the U.S. continues world-leading research in energy, materials, biology and chemistry. The LCLS II, High Energy upgrade is also underway in design phases and is expected to continue to cement leadership in this field into the next decade.

(iii) Facility for Advanced Accelerator Experimental Tests II (FACET II) studies plasma acceleration, using short, intense pulses of electrons and positrons to create an acceleration source called a Plasma Wakefield Accelerator.

(6) Other Programs: Utilizing the Laboratory’s competencies, capabilities and expertise, the Contractor shall perform the following activities, as directed by DOE, in support of DOE mission objectives:

(i) Science and Mathematics Education Programs and Cooperation with Colleges, Universities and Other Research Institutions: The Contractor shall develop partnerships with colleges and universities and manage programs to enhance science and mathematics and technology education at all levels. The Contractor shall encourage participation by a group of faculty and students in Laboratory programs bringing their talents to bear on important research problems and

contributing to the education of future scientists and engineers. The Contractor shall conduct programs for pre-college students and faculty to enrich science and mathematics and technology education, including programs to encourage individuals to enter careers in the science and engineering fields.

These programs may include, but are not limited to, such activities as: (i) joint experimental programs with colleges and universities; (ii) exchange of college and university faculty and Laboratory staff; (iii) student/teacher educational research programs at the pre-collegiate and collegiate level; (iv) post-doctoral programs; (v) arrangement of and participation in regional, national, or international professional meetings or symposia; (vi) use of special Laboratory facilities by colleges or universities; or (vii) provision of unique experimental materials to colleges and universities, or to qualified members of their staffs.

(ii) Mission Related Partnerships: The Contractor shall contribute to U.S. technological competitiveness through research and development partnerships with industry that capitalize on the Laboratory's expertise and facilities. Mechanisms for partnerships include cooperative research and development agreements, direct assistance programs, user facility agreements, memoranda of cooperation, memoranda of understanding, memoranda of agreement, license agreements, privately funded technology transfer (if approved), and other arrangements as approved by DOE in which research and development resources are leveraged with private sector partners. Efforts to develop broad based partnerships with academic research institutions, other agencies, other DOE laboratories, the international scientific community, and with the private sector are essential to the long-term viability of the Laboratory.

(iii) User Facility Operations: The Contractor shall manage and operate the Laboratory in accordance with SC guidance for User Facilities and in accordance with DOE Directives incorporated in this Contract. These facilities are dedicated to providing advanced and unique resources to scientists and to educating scientists to meet future challenges. Additional user facilities may be designated as determined by the Department.

Although some of the research activities at the Laboratory are designed and conducted by users outside the Laboratory, the Contractor is responsible for managing the facilities and ensuring that provisions are in place to perform the activities safely and effectively.

(iv) International Collaboration: In accordance with DOE policies, and in consultation with DOE, the Contractor shall maintain a broad program of international collaboration, e.g., participation in programs involving visits, assignments, or exchanges of staff/students, in areas of research interest to the Laboratory and DOE.

(7) Other Activities: The Contractor is responsible for the conduct of such other programs and activities as the Contracting Officer may direct, including:

(i) The providing of Laboratory facilities to the personnel of public and private institutions for the conduct of research, development, and demonstration work, either within the general plans, programs and budgets agreed upon from time to time between DOE and the Contractor, or as may be specifically approved by DOE. The Laboratory facilities shall be made available on such other general basis as DOE may authorize or approve;

(ii) The conduct of research and development work for non-DOE sponsors which is consistent with and is complementary to the DOE's mission and the Laboratory's mission under the contract, and does not adversely impact or interfere with

execution of DOE-assigned programs, does not place the facilities or Laboratory in direct competition with the private sector and for which the personnel or facilities of the Laboratory are particularly well adapted and available, as may be authorized, in writing, by the Contracting Officer;

(iii) The dissemination and publication of unclassified scientific and technical data and operating experience developed in the course of the work; and

(iv) The furnishing of such technical and scientific assistance (including training and other services, material, and equipment), which are consistent with and complementary to the DOE's and Laboratory's mission under this Contract, both within and outside the United States, to DOE and its installations, contractors, and interested organizations and individuals.

C.3.1 Management and Operation of the Laboratory.

The Contractor shall manage, operate, protect, maintain and enhance the Laboratory's ability to function as a DOE laboratory. Management and operational activities include:

(1) Strategic and Institutional Planning: The Contractor shall develop strategic plans in accordance with Section H.1.

(2) Protection of Workers, the Public, and the Environment: The Contractor will operate the laboratory in a safe and environmentally sound manner in accordance with Section H.5, ESH and Environmental Health, applicable clauses in Section I and DOE Directives in Section J, and any other applicable laws and regulations.

(3) Safeguards and Security (SAS), Cyber Security and Emergency Management: The Contractor shall effectively and appropriately protect the Government and Contractor assets in accordance with Section H.8, ISSM and Emergency Management, applicable clauses in Section I and DOE Directives in Section J, and any other applicable laws and regulations.

(4) Project and Infrastructure Management: The Contractor shall efficiently manage, acquire, maintain, and operate the facility in accordance with Section H.7, Project Management and Infrastructure, applicable clauses in Section I and DOE Directives in Section J, and any other applicable laws and regulations.

(5) Business Management: The Contractor shall manage an effective integrated system of internal controls for all business and administrative operations of the Laboratory in accordance with Section H.6, Business Systems, applicable clauses in Section I and DOE Directives in Section J, and any other applicable laws and regulations. This system of controls shall include:

(i) Human Resources Management to attract and retain outstanding employees, and continually motivate them to achieve high productivity and promoting a diverse workforce;

(ii) Financial Management to maintain and demonstrate sound financial stewardship and public accountability;

(iii) Purchasing Management to provide purchasing support and subcontract administration;

(iv) Property Management to ensure Government owned property is properly accounted for, safeguarded, and disposed;

(v) Legal Services to support all contract activities; and

(vi) Information Resources Management for organizational operations and for activities involving general purpose programming, data collection, data processing, report generation, software, electronic and telephone communications, and computer security.

C.4 Plans and Reports

The Contractor shall submit periodic plans and reports, in such form and substance as required by the DOE Head of Field Element, Contracting Officer or designee. These periodic plans and reports shall be submitted to addressees, at the intervals, in the requested format, and the quantities required by the DOE Head of Field Element, Contracting Officer or designee. The Contractor shall require subcontractors to provide reports that correspond to data requirements the Contractor is responsible for submitting to DOE. Plans and reports which may be submitted in compliance with this provision are in addition to any other reporting requirements found elsewhere in other clauses of this Contract. It is the intention of DOE to consult with the Contractor in determining the necessity, form, and frequency of any reports required to be submitted by the Contractor to DOE under this Contract.

Section D: Packaging and Marking

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rates.

D.2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document which:

(a) Identifies the contract number under which the item is being delivered.

(b) Identifies the contract requirement or other instruction which requires the delivered item(s).

Section E: Inspection and Acceptance

E.1 Inspection of Research and Development (FAR 52.246-9)(Short Form)(Apr 1984)

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

Section F: Deliveries or Performance

F.1 Period of Performance

This Contract shall be effective as of October 1, 2022, and shall continue up to and including September 30, 2027, unless sooner terminated according to its terms or extended in accordance with this Contract.

F.2 Principal Place of Performance

The principal place of contract performance is at the site of the SLAC National Accelerator Laboratory: 2575 Sand Hill Road, Menlo Park, California 94025.

Section G: Contract Administration Data

G.1 DOE Contracting Officer

For the definition of Contracting Officer, see Federal Acquisition Regulation (FAR) 2.101. The Contracting Officer is the only individual who has the authority on behalf of DOE to take the following actions under the contract:

(1) assign additional work within the general scope of the Performance Work Statement of the contract;
(2) issue a change as defined in the Clause I.140, DEAR 970.5243-1, Changes;
(3) agree to change any of the expressed terms, conditions, or specifications of the contract;
(4) accept non-conforming work; or
(5) waive any requirement of this Contract.

G.2 DOE Contracting Officer's Representative(s)(COR)

Performance of the work under this Contract shall be subject to the technical direction of DOE Contracting Officer's Representative(s) in accordance with the Clause I.102, DEAR 952.242-70, Technical Direction (DEC 2000). Any change in any DOE COR may be made administratively by letter from the Contracting Officer consistent with the Clause I.102, DEAR 952.242-70, Technical Direction (DEC 2000).

Lead Contracting Officer's Representative: Ernest Maune

G.3 Contract Administration

The Contract will be administered by:
U.S. Department of Energy
SLAC Site Office
2575 Sand Hill Road
Menlo Park, California 94025

Written communication shall make reference to the Contract number and shall be mailed to the above address except for correspondence regarding patent or intellectual property related matter which should be addressed to:

U.S. Department of Energy
Office of Assistant Chief Counsel – Intellectual Property
ATTN: DOE Patent Counsel
9800 S. Cass Ave
Lemont, IL 60439

Information copies of patent related correspondence should be sent to the Contracting Officer.

Section H: H.0 – Introduction and General Provisions

H.0.0 Additional Definitions

In addition to the definitions contained in the Clause I.1, FAR 52.202-1, Definitions, when the following terms are used in the Contract, they shall have the meaning as set forth below:

(a) Except as otherwise provided in this Contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this Contract.

(b) "Contractor" or "University" means the Board of Trustees of the Leland Stanford, Junior University.

(c) "Laboratory," "SLAC," or "SLAC National Accelerator Laboratory" is a Federally Funded Research and Development Center (FFRDC) and its National User Facilities managed and operated by the Contractor for DOE. It is composed of Government-owned buildings and facilities together with necessary utilities, now existing or hereafter to be acquired constructed and equipped, most of which are or will be situated on the Government-leased land (hereinafter referred to as the "Laboratory Site") at Menlo Park, California.

(d) The term "DOE Directive" means DOE Orders, Manuals, Policies, and Notices, modifications thereto, and other forms of Directives, which are in effect on the date that this Contract is executed, including for purposes of this Contract, those portions of DOE's Financial Management Handbook applicable to integrated Contractors, issued by DOE. The term does not include written directions provided by the Contracting Officer in response to a particular situation of performance issued pursuant to one of the clauses of this Contract.

(e) "Head of Agency" means: (i) The Secretary; (ii) Deputy Secretary; and (iii) Under Secretaries of the Department of Energy.

(f) The term "user" (which also may be referenced as "participant") means Participating Research Team (PRT), "guest scientist," "scientific visitor," "collaborators," "experimenter," or other words of similar import means any person, persons or other entity who participate in the performance of experiments, or other directly related work, which use or anticipate the use of accelerator beams and/or other equipment or facilities in connection therewith.

(g) The term "Senior Procurement Executive" means Director, Office of Procurement and Assistance Management, DOE.

(h) The term "DOE Head of Field Element," "Site Manager," or "Site Office Manager" means the senior most official at the DOE SLAC Site Office.

(i) The term "Site Compliance Plans" or "SCPs" are plans stating how a requirement in a DOE Directive or Contractor Requirements Document is fulfilled. SCPs represent an alternative approach to achieving the goal of the directive, including identifying any inapplicable requirements at a specific site. Upon mutual agreement of the parties and under the processes specified under this Contract, these SCPs are incorporated by reference into this Contract in place of the DOE Directive or Contractor Requirements Document.

H.0.1 Intent

(a) The parties' fundamental expectation and intent is to perform all work in a safe, secure, effective, efficient, transparent and accountable manner.

(b) This Contract remains a Management and Operating contract, which is the sponsoring agreement for the establishment of the Laboratory as a Federally Funded Research and Development Center. However, a number of modifications have been made, primarily in Section H of the prior SLAC contract. These modifications are intended to make this Contract a more effective instrument to achieve the science mission, improve the relationship between DOE and the Contractor, and hold the

Contractor accountable. Specifically, this includes changes resulting from applying the following steps, which the parties intend to apply in any future amendments or modifications to this Contract:

(1) Aligning contract requirements to performance expectations as articulated in the Performance Evaluation and Management Plan (PEMP);

(2) Organizing the Contract in a manner that it become a more useful and effective instrument for accountable mission execution;

(3) Emphasize results/outcomes and minimize unilateral "how to" performance descriptions (i.e:, focus on the what and minimize the how);

(4) Incorporating University processes and procedures, best commercial practices or widely adopted standards and processes where appropriate;

(5) Eliminating or reconciling redundant requirements and adding clarity; and

(6) Empowering DOE line management by bringing decision making responsibility, authority and accountability to the lowest practical level in the organization.

(c) Contractor employees are not federal employees and to the maximum extent practical, DOE will rely on Stanford University policies on personnel matters as described in Section H.6.3., Human Capital Management.

H.0.2 Partnering

(a) The parties (the University and DOE) shall work collaboratively to achieve our mutual objectives and mission. In light of the special relationship between Stanford University and DOE due to SLAC's status as a Federally Funded Research and Development Center, the parties will strive to use this Contract to define what the key requirements are, and minimize requirements stating how the parties should meet these objectives.

(b) On behalf of DOE, SLAC will perform key fundamental research and push the boundaries of scientific discovery.

(c) The parties will continually seek to identify and solve problems, improve operations, reduce costs, eliminate unnecessary or inapplicable requirements, and maximize productivity and scientific discovery. The parties will also work collaboratively with other management and operating contractors to exchange information, reduce operational costs, and identify and confront common problems.

(d) The parties will use the following operating model:

(1) The DOE Office of Science is responsible for establishing the strategic direction of scientific research.

(2) SLAC is responsible for performing and enabling the scientific research.

(3) Stanford University is responsible for overseeing and assuring to DOE that SLAC performs its work satisfactorily.

(4) DOE is responsible for overseeing that work is performed in accordance with the Contract.

(5) The parties are responsible for working together to continually improve operations of the Laboratory in support of the mission.

H.0.3 "Revolutionary" Contract

(a) The terms of Section H of this Contract have been negotiated by the parties to interpret and tailor the Contract's requirements, including those in the standard terms stated in Section I, to the unique context and mission of SLAC, and processes have been revised to encourage and simplify the tailoring of future requirements, such as those proposed in future DOE Orders and clauses.

Specifically, these processes involve using Site Compliance Plans to tailor requirements in applicable DOE Directives. In addition, this Contract provides a structure to align contractual requirements with DOE's performance expectations. The parties expressly agree that these specially negotiated terms and processes are fully consistent with their rights and obligations under the Contract.

(b) Following each Section H clause, the parties have cited the relevant Section I clause, DOE Order Contractor Requirements Document, Policy, or Manual used as a basis for agreement on the specially negotiated terms of Section H, as applicable. The parties expressly agree that by citing the relevant Section I clauses, DOE Order Contractor Requirements Documents, Policies, or Manuals as a reference for the agreed terms in Section H, they do not intend to alter the Order of Precedence stated in the standard clause, FAR 52.215-8, Order of Precedence – Uniform Contract Format (Oct 1997).

(c) Reserved.

H.0.4 Contract Maintenance

(a) By mutual agreement this Contract has been reformed to enhance efficiency and effectiveness in the management and operation of a National Laboratory. In light of that agreement, the parties recognize that it is critically important for future modifications, additions and deletions of contract terms and requirements to be consistent with those overarching goals of the reformed SLAC contract.

(b) The parties agree that as part of the Contracting Officer's information gathering in advance of any decision to modify, add or delete terms or requirements of this Contract, the DOE Head of Field Element or his designee and SLAC shall conduct an analysis, with support from Stanford, of the proposed modification(s), addition(s) or deletion(s) and provide the Contracting Officer and Stanford with a written analysis as to whether the proposed contract revisions are consistent with the Contract's goals specified in Section H.0.1 and H.0.2, while remaining consistent with applicable laws and regulations. Such analysis shall be completed in a reasonable and timely manner, as agreed by the parties.

(c) In preparing and issuing the above-described analysis, the DOE Head of Field Element shall adhere strictly to the principles embodied in the reformed SLAC contract, and in particular Section H. In addition, the DOE Head of Field Element shall propose to Stanford and the Contracting Officer specifically how such changed terms or requirements may be integrated into and referenced in the organization of Section H of this Contract.

(d) The implementation of Contractor Requirements Documents accompanying any new or revised Directives or Orders added to this Contract shall be accomplished following the provisions of Clause H.4.0.3.

(e) Any proposed contractual changes directly mandated by statutes, regulations, Executive Orders or official Executive policy documents binding on the Department shall undergo an abbreviated review by the parties solely to determine whether such proposed changes are applicable and mandatory for the existing SLAC M&O contract. Further, for clarity, routine modifications relating to work authorizations and funding are not subject to the procedures specified in this clause H.0.4.

(f) Nothing in this clause is intended to alter Stanford's or DOE's rights or obligations under this Contract, including with respect to any modified, added or deleted terms or requirements.

Relevant FAR Clauses

FAR 52.202-1 Definitions (Jun 2020) Modified by DEAR 952.202-1

FAR 52.215-8 Order of Precedence – Uniform Contract Format (DEVIATION Jan 2026)

H.1 – Mission Accomplishment

Section H.1 addresses requirements relating to providing efficient and effective (1) mission accomplishment; (2) design, fabrication, construction, and operations of research facilities; and (3) science and technology program management.

H.1.0 Intellectual and Scientific Freedom

(a) DOE and the Contractor recognize the importance of fostering an atmosphere at the Laboratory conducive to scientific inquiry and the development of new knowledge and creative and innovative ideas related to important national interests.

(b) The parties further recognize that the free exchange of ideas among scientists and engineers at the Laboratory and colleagues at universities, colleges, and other laboratories or scientific facilities is vital to the success of the scientific, engineering, and technical work performed by Laboratory personnel. To this end, Stanford University conducts only public domain fundamental research.

(c) In order to further the goals of the Laboratory and the national interest, the scientific and engineering personnel at the Laboratory shall be accorded the rights of publication or other dissemination of research, and participation in open debate and in scientific, educational, or professional meetings or conferences, subject to the limitations included in technology transfer agreements and such other limitations as may be required by the terms of this Contract. Nothing in this clause is intended to interfere with the obligations of the parties to protect classified or other sensitive information as provided by law. This provision does not constitute a waiver of the Contractor's right to publish its research free of prior restraint by the Government.

H.1.1 Work Programs

(a) Work programs shall be developed by the Contractor and approved by DOE in accordance with applicable DOE directives, and shall constitute work to be performed under this Contract during the pertinent periods involved. Such work programs may include program and project performance objectives and milestones. The Contractor shall consult with DOE, as necessary, during the process of developing work programs. Subject to the other provisions of this Contract, changes in the agreed work program, not constituting major changes, may be made by the Contractor when it appears to the Contractor, to be in the best interest of the scientific and technical objectives of the agreed work program to do so. It is understood that the nature of the research and development work under this Contract is of a specialized character not readily reducible to production schedules. In view of these circumstances, it is agreed that the research and development work is performed on a best effort basis.

(b) Due to the critical character of the work from the standpoint of national significance, it is understood by the parties hereto that very close collaboration will be required between the Contractor and DOE with respect to direction, emphasis, trends and adequacy of the total program.

(c) (1) The annual work program and budget are principal devices used by DOE in program development, integration, execution, and cost estimating. To make the work program and budget most effective in assuring comprehensive coverage of DOE missions, it is the responsibility of DOE to keep the operators of DOE's laboratories continually advised of DOE's overall program goals, scientific and technological problems, and its current long range objectives. In light of such information, the Contractor will propose possible new objectives and present preliminary work programs in the area of its competence which, from its point of view, will either strengthen the overall DOE program or provide additional support in areas which, in the Contractor's judgment, are being inadequately exploited, or initiate new areas of investigation which appear of potential importance.

(2) It is the responsibility of DOE to formulate overall program budgets, taking into consideration the proposals submitted by the Contractor, consistent with funds appropriated by the Congress and all of its other program needs.

(3) The Contractor shall prepare a final work program and budget consistent with DOE's overall program budget. Upon DOE approval, it is the Contractor's responsibility to conduct its work program within limits established by these approvals unless and until they are modified by DOE.

(d) The Contractor shall follow DOE guidance on the budget process each fiscal year. DOE agrees to use its best efforts to provide stable funding in support of the Contract work. It is DOE's intention to provide sufficient funds to support the work program at the level authorized by DOE at all times. Procedures for the presentation of work programs and cost estimates shall be jointly developed.

(1) As early as possible in each calendar year, DOE shall supply the Contractor with the dollar amounts for the Laboratory contained in the President's Budget, including program assumptions and guidance which the Contractor will be expected to consider in the development of its program and budget, and all changes to existing budget and accounting policies and procedures to be used in the current budget preparation.

(2) Prior to July 1 of each year (or such other date as may be agreed upon) the Contractor shall submit to DOE a work program and budget estimate for the next two fiscal years, a description of the current work program, and a revised budget estimate for the current fiscal year.

(e) (1) DOE approval of the work program and budget estimates will be reflected in Approved Funding Programs, Contract modifications, and program authorization letters issued to the Contractor as soon as possible after October 1. The Approved Funding Programs specify the funds available for work under the contract for the fiscal year and may establish obligations and cost limitations for specified individual portions of the work. The Contractor shall comply with limitations stated in Work Authorizations/Annual Program Letters and shall promptly notify the Contracting Officer, in writing, whenever it becomes apparent that there is likely to be an overrun with respect to any specific limitation in the Work Authorization/Annual Program Letters, and Approved Funding Programs. Funds made available for work under the contract, and set forth in Approved Funding Programs or other funding documents, shall not be reduced except by written agreement of the parties.

(2) Additional programs and projects to be conducted at the Laboratory within the scope of the Contract may be established by agreement between DOE and the Contractor.

(f) The parties will execute an initial modification to this Contract on or before November 1 to provide all or a portion of the funding for the current fiscal year, provided that appropriations have been made to DOE at this time, and if not, then as soon as possible thereafter. Subsequent modifications will be agreed throughout the fiscal year to increase or decrease the total amount of funds made available under the Contract.

(g) The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this Contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request. After consultation with the Contractor, DOE may revise the Work Authorizations and Approved Funding Programs established by DOE under paragraph (e) above. The Contractor shall make any necessary revisions to the documents cited in this clause consistent with DOE direction.

H.1.2 Collaborations

H.1.2.1 Strategic Partnership Projects Program (Non-DOE Funded Work)(DEAR 970.5217-1)(DEC 2024)

(a) *Authority to perform Strategic Partnership Projects.* Pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 *et seq.*) the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause. For instances in which the Atomic Energy Act of 1954 does not apply, and no other specific authority applies, DOE may use the Economy Act of 1932, as amended (31 U.S.C. 1535), as authority to accept and perform the work.

(b) *Contractor's implementation.* The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.

(c) *Conditions of participation in Strategic Partnership Projects program.* The Contractor—

(1) Must not perform Strategic Partnership Projects (SPP) activities that would place it in direct competition with the domestic private sector;

(2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;

(3) Must not commence work on any SPP project until it has been approved by the DOE Contracting Officer or designated representative or, if it includes support for a Special Access Program (SAP), receives formal approval outlined in DOE Order 471.5 (or its successor), or the work falls under an approved Master Scope of Work (MSW);

(4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;

(5) Must ensure that all costs associated with the performance of the work under a SPP project are included in the project's cost estimate, as provided for in the current version of DOE Order 522.1, Pricing of Departmental Materials and Services, including specifically all DOE direct costs and applicable surcharges;

(6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of SPP projects and to provide an accounting of the expenditures to DOE and the sponsor upon request;

(7) Must perform all SPP projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;

(8) May subcontract portion(s) of a SPP project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the Contractor's performance as defined in the DOE approved SPP project;

(9) Must maintain a summary listing of project information for each active SPP project, consisting of—

(i) Sponsoring agency;

(ii) Total estimated costs;

(iii) Project title and description;

(iv) Project point of contact; and

(v) Estimated start and completion dates; and

(10) May use a Master Scope of Work (MSW) as defined in 48 CFR 970.5227-3 for a SPP project.

(d) Negotiation and execution of Strategic Partnership Projects agreement.

(1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific SPP project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in the current version of DOE Order 481.1 or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed SPP agreement.

(2) With the exception of a SPP project using a Contracting Officer approved MSW, the Contractor must submit all SPP projects to the DOE Contracting Officer for DOE review and approval. The Contactor shall also include in any request for DOE SPP project approval a listing of any associated background intellectual property having a prior assignment, exclusive licensing or option for exclusive licensing. The Contractor may not start work under a SPP project until it has received notice of DOE approval except when the work falls under an approved MSW.

(3) The Contractor is authorized to reserve the intellectual property indemnity clause for Federally-funded sponsors, state and local governments and public universities. The Contractor is further authorized to include in subcontracts with other domestic sponsors (*i.e.,* private universities and small and large businesses) a warranty provision in lieu of a patent indemnification clause.

(e) Preparation of Strategic Partnership Projects project proposals. When the Contractor proposes to perform SPP projects pursuant to this clause, it may assist the project sponsor in the preparation of the proposed SPP project including the preparation of cost estimates.

(f) Strategic Partnership Projects appraisals. DOE may conduct periodic appraisals of the Contractor's compliance with its SPP policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.

(g) Annual Strategic Partnership Projects report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Strategic Partnership Projects Activities under the contract.

H.1.2.2 Technology Transfer Mission (DEAR 970.5227-3) (December 2024)

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (sections 3131, 3132, 3133, and 3157 of Pub. L. 101-189 and as amended by Pub. L. 103-160, sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(a) *Authority.*

(1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of sections 11(a) (1) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a); section 3132(b) of Public Law 101-189, sections 3134 and 3160 of Public Law 103-160, and of chapter 38 of the Patent Laws (35 U.S.C. 200 *et seq.*); section 152 of the Atomic

Energy Act of 1954, as amended (42 U.S.C. 2182); section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); section 102 of the Laboratory Modernization and Technology Transfer Act (Pub. L. 115-246) and Executive Order 12591 of April 10, 1987.

(2) In pursuing the technology transfer mission, the Contractor is authorized to conduct activities including but not limited to: identifying and protecting Intellectual Property made, created or acquired at or by the Laboratory; negotiating licensing agreements and assignments for Intellectual Property made, created or acquired at or by the Laboratory that the Contractor controls or owns; bailments; negotiating all aspects of and entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Strategic Partnership Projects (SPP); providing information exchanges; and making available laboratory or weapon production user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, CRADAs, user facilities, SPP, science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.

(3) *Trademarks and service marks.* The Contractor, with notification to DOE Patent Counsel, is authorized to protect goods/services resulting from work at the Laboratory through Trademark and Service Mark protection. The Laboratory name and associated logos are owned by the Department of Energy unless an exception is allowed by the DOE Patent Counsel, and shall be protected by DOE Patent Counsel. In furtherance of the technology transfer mission, should the Contractor want to assert trademark or service mark protection for any word, phrase, symbol, design, or combination thereof that includes or is associated with the Laboratory name, the Contractor must first notify and obtain permission from the Department of Energy Patent Counsel. All marks, whether or not registered with the United States Patent and Trademark Office, are to be included in the "Intellectual property rights" paragraph (i) of this clause, regarding transfer to successor contractor, DOE reserves the right to require the Contractor to cancel registration of the mark or cease use of the mark.

(b) Definitions—Agreements for Commercializing Technology (ACT) means any agreement pursuant to the ACT clause, if included in this M&O contract, entered into between the Contractor as operator of the Laboratory and a third party to conduct sponsored research at the M&O Contractor's risk, only when such work does not interfere with DOE-funded activities conducted as authorized by other parts of this M&O contract and on a fully reimbursable basis.

Assignment means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.

Bailment means any agreement in which the Contractor permits the commercial or non-commercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.

Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.

Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the other parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of title 31 of the United States Code.

Department of Energy (DOE), as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.

Intellectual property means data, inventions, patents, patent applications, trademarks, service marks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the project.

Laboratory Biological Materials means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.

Laboratory Tangible Research Product means tangible material results of research which

(1) Are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;

(2) Are not materials generally commercially available; and

(3) Were made under this contract by Laboratory employees or through the use of Laboratory research facilities.

Master Scope of Work (MSW) means a detailed description of a routine scope of work containing information sufficient to:

(1) Ensure that the Contractor and the cognizant Contracting Officer (CO) have a common understanding of the work to be performed;

(2) Allow DOE to make all reviews, approvals, determinations, and certifications required pursuant to relevant DOE Orders and policy; and

(3) Enable the CO and the Contractor to agree that the work is suitable for special processing as the subject of Strategic Partnership Project (SPP) agreements or Cooperative Research and Development Agreements (CRADAs) for non-Federal sponsors.

Patent Counsel means the DOE or NNSA Patent Counsel assisting the contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

Strategic Partnership Projects (SPP) means any agreement pursuant to the SPP clause, if included in this M&O contract, entered into between the Contractor as operator of the Laboratory and a non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, only when such work does not interfere with DOE-funded activities conducted as authorized by other parts of this M&O contract and on a fully reimbursable basis.

(c) *Allowable costs.*

(1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of section 11 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA including activities associated with obtaining, maintaining, licensing, and assigning

Intellectual Property rights, increasing the potential for the transfer of technology, widespread notice of technology transfer opportunities, and early stage and precommercial technology demonstration to remove barriers that limit private sector interest and demonstrate potential commercial applications of any research and technologies arising from Laboratory activities, shall be deemed allowable provided that such costs meet the other requirements of the allowable cost provisions of this Contract.

(2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims incurred in its technology transfer efforts shall be as provided in the clause entitled "Insurance—Litigation and Claims" of this contract.

(d) *Conflicts of Interest—Technology Transfer.* The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. These procedures shall apply to all persons participating in Laboratory research or related technology transfer activities. Such implementing procedures shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. The contracting officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

(1) Inform employees of and require conformance with standards of conduct and integrity in connection with research involving non-federal sponsors in accordance with the provisions of paragraph (n)(5) of this clause;

(2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;

(3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;

(4) Conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or SPP activities of the Contractor;

(5) Conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;

(6) Notify the contracting officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;

(7) Except as provided elsewhere in this Contract, obtain the approval of the contracting officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;

(8) Obtain the approval of the contracting officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any individual who is a current or has been a Laboratory employee within the previous two years or to the company in which the individual is a principal and the Contractor's request should include notice of any SPP, CRADA and/or ACT associated with the Intellectual Property;

(9) Notify non-Federal sponsors of SPP activities of any relevant Intellectual Property interest of the Contractor prior to execution of SPP; and

(10) Notify the Contracting Officer and DOE funding program prior to evaluating a proposal from a third party for DOE, when:

(i) The evaluator is an inventor of a Contractor invention that is the subject matter of the proposal; or

(ii) The evaluator is a principal or has financial interest in the third party; or

(iii) The third party is a licensee of the Contractor.

(e) *Fairness of Opportunity.* In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.

(f) *U.S. Industrial Competitiveness for licensing and assignments of rights in subject inventions.* In the interest of enhancing U.S. industrial competitiveness, and generating economic and technological benefits to the U.S. economy, the Contractor shall comply with the following in its licensing and assignment involving Contractor's rights in subject inventions, where the Contractor obtains rights in subject inventions during the course of the Contractor's operation of the facility under this contract:

(1) The Contractor agrees to be bound by:

(i) The provisions of 35 U.S.C. 204 (Preference for United States industry);

(ii) All requirements in applicable Determinations of Exceptional Circumstances; and

(iii) Paragraph (t) U.S. Competitiveness in its Patent Rights provision (*e.g., 48 CFR 970.5227-10 or 48 CFR 970.5227-12 as may be modified*) as applicable.

(2) When the provisions in paragraph (f)(1) of this section do not apply, the Contractor shall ensure in its license or assignment to comply the provisions of 35 U.S.C. 204 and consider in its decisions, at any tier, the following:

(i) Whether resulting products, and/or embodying parts, including components thereof, will be substantially manufactured in the United States; or

(ii)

(A) Whether the proposed licensee or assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement; and

(B) If the proposed licensee or assignee is subject to the control of a foreign company or government, whether such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements and has policies to protect United States Intellectual Property rights by relying upon U.S. Trade Representative reports on Foreign Trade Barriers, U.S. Trade Representative Special 301 Report (see U.S. Trade Representative website at: https://www.ustr.gov) and other available resources, as necessary, to allow for a complete and informed decision.

(iii) If the Contractor determines that the licensee or assignee does not meet either of the requirements in paragraphs (f)(2)(i) or (ii) of this clause, the Contractor, prior to entering into such an agreement, must obtain the approval of the Contracting

Officer after consulting with DOE Patent Counsel. The Contracting Officer shall act on any such requests for approval within thirty (30) days.

(g) *Indemnity—Product Liability.* In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such agreements a requirement that the U.S. Government and the Contractor, except for any negligent acts or omissions of the Contractor, be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees which was derived from the work performed under the agreement. Except for CRADA and SPP where the guidance is already provided elsewhere, the Contractor shall identify and obtain the approval of the contracting officer for any proposed exceptions to this requirement such as where State or local law expressly prohibit the Participant from providing indemnification or where the research results will be placed in the public domain.

(h) *Disposition of Income.*

(1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to section 12(b)(5) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and chapter 38 of the Patent Laws (35 U.S.C. 200 *et seq.*) as amended through the effective date of this contract award or modification. If the net amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 15 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the Contract.

(2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for any purpose inconsistent with DOE mission direction.

(3) The Contractor shall establish subject to the approval of the contracting officer a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the contracting officer. The Contractor shall notify the contracting officer of any changes to that policy, and such changes, shall be subject to the approval of the contracting officer.

(i) *Transfer to successor contractor.* In the event of termination or upon the expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the contracting officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the contracting officer. The Contractor shall transfer title, as one or several packages if necessary, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the contracting officer.

(j) *Technology transfer affecting the national security.*

(1) The Contractor shall notify and obtain the approval of the contracting officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under section 148 of the Atomic Energy Act (42 U.S.C. 2168), as amended. Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.

(2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

(3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.

(k) *Records.* The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the contracting officer to enable DOE to maintain the reporting requirements of section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) of this clause. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.

(l) *Reports to Congress.* To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan, which may be included in the Annual Laboratory Plan, shall be provided to the contracting officer on or before October 1st of each year.

(m) *Oversight and appraisal.* The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the contracting officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.

(n) *Technology transfer through cooperative research and development agreements.* Upon approval of the contracting officer and as provided in DOE approved guidance, the Laboratory Director, or designee, may enter into CRADAs on behalf of the DOE subject to the requirements set forth in this paragraph.

(1) *Review and approval of CRADAs.*

(i) Except as otherwise directed in writing by the contracting officer, each JWS or MSW shall be submitted to the contracting officer for approval. The Contractor's

Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the Contractor to be owned by the Government to assist the contracting officer in the approval determination.

(ii) The Contractor shall also include (specific to the proposed CRADA) a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) of this clause.

(iii) Within thirty (30) days after submission of a JWS, MSW or proposed CRADA, the contracting officer shall approve, disapprove or request modification to the JWS, MSW or CRADA. The contracting officer shall provide a written explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS or proposed CRADA.

(iv) Except as otherwise directed in writing by the contracting officer, the Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA or relevant MSW has been granted by the contracting officer. The Contractor may submit its proposed CRADA to the contracting officer at the time of submitting its proposed JWS, relevant MSW or any time thereafter.

(2) *Selection of participants.* The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:

(i) Give special consideration to small business firms, and consortia involving small business firms;

(ii) Give preference to business units located in the United States which agree that products or processes embodying Intellectual Property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements. The Contractor, in considering these factors, may rely upon the information and same sources as referenced in paragraphs (f)(1)(ii)(C) and (D) of this clause;

(iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) of this clause; and

(iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) of this clause.

(3) *Withholding of data.*

(i) Data that is first produced as a result of research and development activities conducted under a CRADA and that would be a trade secret or commercial or financial data that would be privileged or confidential, if such data had been obtained from a non-Federal third party, may be protected from disclosure under the Freedom of Information Act as provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(7)) for a period as agreed in the CRADA of up to five (5) years from the time the data is first produced or otherwise as delineated in Stevenson-Wydler, as amended. The DOE shall cooperate with the Contractor in protecting such data.

(ii) Unless otherwise expressly approved by the contracting officer in advance for a specific CRADA, the Contractor agrees, at the request of the contracting officer, to

transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to paragraph (n)(3)(i) of this clause is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.

(iii) A final technical report, upon completion of a CRADA, shall be provided to DOE's Office of Scientific and Technical Information; reports marked as Protected CRADA Information will not be released to the public for a period in accordance with the terms of the CRADA.

(iv) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (n)(3)(i) of this clause.

(4) SPP, ACT and user facility programs.

(i) SPP, ACT and User Facility Agreements (UFAs) may be available for use by the Contractor in addition to CRADAs. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of the availability of alternative forms of agreements, *i.e.,* SPP, ACT and UFA, and of the Class Patent Waiver provisions associated therewith.

(ii) Where the Contractor believes that the transfer of technology to the U.S. domestic economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in SPP, ACT and UFAs, a request may be made to the contracting officer for an exception to the Class Waivers.

(iii) Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval, in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this Contract. Disposition of rights under any such agreement shall be in accordance with any DOE class waiver (including SPP, ACT and User Class Waivers) or individually negotiated waiver which applies to the agreement.

(5) Conflicts of interest.

(i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the negotiation, approval or performance of a CRADA, if, to such employee's knowledge:

(A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee—

(1) Holds financial interest in any entity, other than the Contractor, that has a substantial interest in the entity of the CRADA; or

(2) Receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the entity of the CRADA; or

(B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the entity of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.

(ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the negotiation, approval or performance of the CRADA certify through the Contractor to the contracting officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.

(iii) The requirements of paragraphs (n)(5)(i) and (ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of negotiation, approval or performance of the CRADA.

(o) *Technology transfer in other cost-sharing agreements.* In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the contracting officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause.

(p) *Technology partnership ombudsman.*

(1) The Contractor agrees to establish a position to be known as “Technology Partnership Ombudsman,” to help resolve complaints from outside organizations regarding the policies and actions of the contractor with respect to technology partnerships (including CRADAs), patents owned by the contractor for inventions made at the laboratory, and technology licensing.

(2) The Ombudsman shall be a senior official of the Contactor's laboratory staff, who is not involved in day-to-day technology partnerships, patents or technology licensing, or, if appointed from outside the laboratory or facility, shall function as such senior official.

(3) The duties of the Technology Partnership Ombudsman shall include:

(i) Serving as the focal point for assisting the public and industry in resolving complaints and disputes with the laboratory or facility regarding technology partnerships, patents, and technology licensing;

(ii) Promoting the use of collaborative alternative dispute resolution techniques such as mediation to facilitate the speedy and low cost resolution of complaints and disputes, when appropriate; and

(iii) Submitting a quarterly report, in a format provided by DOE, to the Director of the DOE Office of Dispute Resolution, and the Contracting Officer concerning the number and nature of complaints and disputes raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information.

H.1.2.3 DOE Cooperative Research and Development Agreements (DOE Order 483.1C (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in lieu of the CRD of DOE Order 483.1B.

H.1.2.4 Strategic Partnership Projects (DOE Order 481.1F (08/05/2026))

The Contractor shall comply with the CRD of 481.1F.

H.1.2.5 Agreements for Commercializing Technology (ACT) (DEAR 970.5217-2) (December 2024)

(a) This clause authorizes the use of the mechanism, Agreements for Commercializing Technology (ACT). In accordance with the requirements specified in this clause, the M&O Contractor may conduct third party-sponsored research at the M&O Contractor's risk. While the Department believes ACT has the potential to greatly assist in the commercialization of technologies, it also specifically recognizes that ACT can be used for other engagements with outside entities that are not necessary aimed at commercialization (*e.g.,* technical assistance, training, studies), but that facilitate access to DOE facilities. In performing ACT work, the M&O Contractor may use staff and other resources associated with this M&O contract for the purposes of conducting technical services, training, studies, performing research and development, and/or furthering the technology transfer mission of the Department, only when such work does not interfere with DOE-funded activities conducted as authorized by other parts of this M&O contract. Any allocation of resources that adversely affects work for DOE due to performing ACT work is the responsibility of the M&O Contractor. The resources that may be used include Government-owned or leased facilities, equipment, or other property that is either in the M&O Contractor's custody or available to the M&O Contractor under this M&O contract (unless specifically excluded by the Contracting Officer). For M&O Contractor activities conducted under authority of this clause, the M&O Contractor shall provide full-cost recovery, assume indemnification and liability as provided in paragraph (b)(9) below, and may assume other risks normally borne by private parties sponsoring research at the DOE national laboratories and production plants. In exchange for accepting such risks, or for other private consideration provided by the M&O Contractor, the M&O Contractor is authorized to negotiate separate ACT agreements with the sponsoring third parties. Under ACT agreements, the M&O Contractor may charge those parties additional compensation beyond the full costs of the work at the facility.

(b) The following applies to all work conducted under the ACT mechanism, regardless of the source of funding:

(1) *Authority to Perform work under this clause.* Pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 *et seq.*) and other applicable authorities, the M&O Contractor may perform work for non-Federal entities, in accordance with the requirements of this clause.

(2) *M&O Contractor's Implementation.* For ACT work conducted under the contract, the M&O Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be approved by the Contracting Officer, and such approval shall not be unreasonably withheld.

(3) *Conditions for Participation in ACT.* The M&O Contractor:

(i) Must not perform ACT activities that would place it in direct competition with the private sector;

(ii) May only conduct work under this clause if the work does not interfere with or adversely affect projects and programs the M&O Contractor conducts on behalf of the DOE under this contract, and complies with the terms and conditions of the prime contract If the Government determines that an activity conducted under this

clause interferes with the Department's work under the M&O contract, or that termination/stay/suspension of work under an ACT agreement is in the best interest of the Government, the M&O Contractor must stop the interfering ACT work immediately to the extent necessary to resolve the interference. At any time, the Contracting Officer may require the use of specified Government-owned or leased property and facilities for the exclusive use of the DOE mission by providing a written notice excluding said property from the M&O Contractor's activities under this clause. Any cost incurred as a result of Contracting Officer decisions identified in this paragraph shall be borne by the M&O Contractor. The Contracting Officer shall provide to the M&O Contractor in writing its decision, identifying the issues and reasons for the decisions. The M&O Contractor shall be provided with a reasonable opportunity to address and resolve the issues identified by the Contracting Officer;

(iii) Except as otherwise excluded in this clause, must perform all ACT activities in accordance with the standards, policies, and procedures that apply to performance under this M&O contract, including but not limited to environmental, safety and health, security, safeguards, conflict of interest and classification procedures, and human and animal research regulations;

(iv) Must maintain and provide when requested by the DOE Contracting Officer, a summary of project information for each active ACT project, consisting of: sponsor name; total estimated costs; project title and description; project point of contact; and estimated start and completion dates;

(v) Is responsible for addressing the following items in ACT agreements as appropriate: disposition of property acquired under the agreement; export control; notice of intellectual property infringement; and a statement that the Government and/or the M&O Contractor shall have the right to perform similar services in the Statement of Work for other Parties as otherwise authorized by this M&O contract subject to applicable data restrictions;

(vi) Must include a standard legal disclaimer notice on all publications generated under ACT activities. Each DOE M&O Contractor has its own pre-approved publications statement, and this should be included; and

(vii) Must insert the following disclaimer in each agreement under ACT, which must be conspicuous (e.g., bold type, all capital letters, or large font) in all Agreements under ACT so as to meet the standards of due notice.

DISCLAIMER

THIS AGREEMENT IS SOLELY BETWEEN [INSERT NAME OF THE M&O CONTRACTOR] AND [THE OTHER IDENTIFIED PARTY]. THE UNITED STATES GOVERNMENT IS *NOT* A PARTY TO THIS AGREEMENT, THIS AGREEMENT DOES NOT CREATE ANY OBLIGATIONS OR LIABILITY ON BEHALF OF THE GOVERNMENT AND THE GOVERNMENT MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS

OF OTHERS. THE GOVERNMENT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT. THIS DISCLAIMER DOES NOT AFFECT ANY RIGHTS THE GOVERNMENT MAY HAVE AGAINST THIRD PARTIES ARISING FROM WORK CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

(4) Contracting Authority.

(i) Subject to DOE approval as described in this paragraph, the M&O Contractor is hereby authorized to negotiate terms and conditions between the M&O Contractor and third parties when entering into ACT agreements. The M&O Contractor will have no authority to bind the Government in any way with such terms and conditions. The Government will have no obligation to the M&O Contractor due to such terms and conditions.

(ii) The M&O Contractor shall submit an ACT proposal package (Package) to the Contracting Officer for approval prior to beginning work under an ACT agreement.

(A) A complete Package will include at a minimum: the identity of the parties to the ACT agreement; the principal place of performance; any foreign ownership or control of the ACT agreement parties; a Statement of Work; an estimate of costs incurred under the M&O contract; an anticipated schedule; identification of key Government equipment and facilities that will be used under the ACT agreement; a list of expected deliverables; identification of the Intellectual Property (IP) lead and proposed selection of IP rights, as defined in DOE Class Waiver W(C)-2011-013; a signed certification by the private party(ies) that the M&O Contractor offered the option to use Cooperative Research and Development Agreement (CRADA) and Strategic Partnership Project (SPP) alternatives (see paragraph (b)(7)(i) of this clause) sufficiently such that the private parties are aware of the relative costs and other differences between the ACT agreement and the CRADA and SPP alternatives; source of funds, including a statement that no Federal funds, including pass-through funds received as a subcontractor or partner, are being utilized; applicable ES&H and NEPA documentation; a statement of consideration, summarizing the risk and/or consideration offered the ACT participants in exchange for charging beyond full cost recovery or for other compensation provided by the participants; and when multiple third parties are parties to the ACT agreement, or as otherwise requested by the Contracting Officer, an IP Management Plan that sets forth the proposed disposition of IP rights, and income and royalty sharing, among the parties to an ACT agreement.

(B) If the M&O Contractor, the M&O Contractor's parent, member, subsidiary, or other entity in which the M&O Contractor, the M&O Contractor's parent, member or subsidiary has an equity interest, is a party to the ACT agreement, the M&O Contractor shall include as necessary a project-specific addendum to the Master OCI Plan in the Package to address special circumstances not fully anticipated in the prior approved Master OCI Plan (see paragraph (b)(7) of this clause).

(C) If the ACT agreement includes a foreign entity as a party or the statement of work includes the use of human subjects, animal subjects, classified or

sensitive subject matter or describes a work scope involving high risks or hazards including environmental issues, the M&O Contractor shall include additional information as necessary or as requested by the Contracting Officer.

(iii) The Contracting Officer shall use reasonable best efforts to review each complete Package submitted by the M&O Contractor under paragraph (b)(4)(ii)(B) of this clause within 10 business days of receiving the Package and provide the M&O Contractor with approval or non-approval of the Package. The review of the complete Package by the Contracting Officer shall include a determination that the proposed work: is consistent with or complementary to DOE missions and the contract statement of work; will not adversely impact programs under the contract scope of work; will not place the contractor in direct competition with the domestic private sector; and will not create a detrimental future burden on DOE resources.

(iv) Except as conditionally allowed under paragraph (b)(4)(iv)(A) of this clause, the Contracting Officer must approve the Package before the M&O Contractor may begin work under the proposed ACT agreement. If the Contracting Officer rejects the Package, then the Contracting Officer must provide said rejection to the M&O Contractor in writing including the reasons for the rejection. Upon receipt of the Contracting Officer's written rejection, the M&O Contractor agrees to not further pursue the work described in the package or incur additional costs under the M&O contract for the work described in the Package.

(A) The M&O Contractor may request a preliminary determination that the proposed scope of work is consistent with the contract statement of work and the Contracting Officer will use his/her best efforts to provide such a determination within three business days. Upon such a determination from the Contracting Officer, the M&O Contractor may begin work under the ACT agreement at the M&O Contractor's risk pending final approval of the complete Package. The M&O Contractor must submit a complete Package, as identified in paragraph (b)(4)(ii) of this clause, within 10 business days of the preliminary determination. All costs associated with the performance of work under a preliminary determination are the responsibility of the M&O Contractor, as no Federal funds will be used to fund any work conducted under this clause.

(B) If any source affiliated with the M&O Contractor (any division, subsidiary, or affiliate of the M&O Contractor or its parent company) is a party sponsoring work in connection with the ACT agreement, work may not commence until approval of the complete Package by the Contracting Officer.

(5) Advance Payment for ACT Projects. The M&O Contractor shall be responsible for providing adequate advance payment for ACT work conducted under this clause consistent with procedures defined in the Department's Financial Management Handbook. The M&O Contractor shall be solely responsible for collecting payments from third parties for any work conducted under this clause and such collections shall be independent of providing advance payment. For such payments and for any costs, obligations, or liabilities arising due to the M&O Contractor's work under this clause, the M&O Contractor is entirely at risk and the Government shall have no risk.

(6) Costs and Fee.

(i) All direct costs associated with the M&O Contractor's work conducted under this clause shall be directly charged to separate and identifiable accounts in accordance

with the requirements of the Department's Financial Management Handbook. An allocable portion of indirect costs normally applied to equivalent work under this M&O contract shall also be applied to work conducted under this clause in accordance with the requirements of the Financial Management Handbook. As required by the Financial Management Handbook, changes to the Handbook will be incorporated into this clause by a unilateral administrative modification to the contract. In addition, all work must be performed at full costs that would include Federal Administrative Charge (FAC).

(ii) Work conducted under this clause shall be excluded from the M&O contract award fee calculations and such fee shall not be allocable to work conducted under this clause.

(7) Organizational Conflict of Interest. The M&O Contractor shall conduct work under this clause in a manner that minimizes the appearance of conflicts of interest and avoids or mitigates actual conflicts of interest with the M&O Contractor's functions under this M&O contract. Accordingly, the M&O Contractor shall develop an Organizational Conflict of Interest Mitigation Plan (OCI Plan). The OCI Plan should address OCI issues that arise as a result of the M&O Contractor taking a financial interest in ACT projects, especially in those cases where the M&O Contractor retains rights in ACT IP. Said OCI Plan shall be provided to the Contracting Officer for review and approval as soon as practicable after execution of the M&O contract modification incorporating this clause into the M&O contract. Unless provided otherwise by the Contracting Officer, no work on ACT agreements may commence before Contracting Officer approval of the OCI Plan. In addition to those elements expressly stated in the OCI Plan, the Department may condition any ACT transaction on such other mitigating conditions it determines are appropriate. The OCI Plan shall, at a minimum, include elements that address the following:

(i) Full Disclosure. Before work can begin under an ACT transaction, all parties to ACT agreements must sign a DOE-approved certification that they have been fully informed about the availability of SPP agreements and CRADAs in addition to ACT. The certification at a minimum shall briefly describe SPP agreements, CRADAs and ACT, and will include the relative disposition of IP rights and the costs (including identification of any additional costs e.g., insurance, and other compensation to the M&O Contractor under ACT) for each type of agreement for the scope of work being proposed.

(ii) Priority of Work. The M&O Contractor shall not give work under ACT any special attention or priority over other work under the DOE M&O contract. Work under ACT shall be approved by the Contracting Officer and assigned the same priority relative to other work under the DOE M&O contract that it would normally have if performed under a non-Federal SPP agreement. The Contracting Officer has discretion to determine the agency's priority of work, considering the M&O Contractor's input.

(iii) Participation by Contractor-affiliated sources: If any source affiliated with the M&O Contractor (any division, subsidiary, or affiliate of the M&O Contractor or its parent company) is a party to the ACT agreement, the M&O Contractor shall include as necessary an addendum to the OCI Plan to address special circumstances not fully anticipated in the OCI Plan.

(iv) Right of Inquiry for ACT IP Designation. The Contracting Officer, upon request of DOE Patent Counsel may inquire into the M&O Contractor's designation of any invention or data as arising under an ACT transaction. The M&O Contractor is responsible for curing any defect identified in such inquiry, and if the M&O Contractor cannot adequately justify the designation or cure the defect, then the

parties to the ACT agreement may receive modified rights in the IP to the degree necessary to resolve the issues identified by the inquiry.

(8) Intellectual Property. Disposition of intellectual property (IP) arising from work conducted under this clause shall be governed by Class Waiver W(C)-2011-013 (ACT Class Waiver), which is incorporated herein by reference.

(i) All Contractor ACT inventions shall be reported to DOE pursuant to the requirements of the [cite Patent Rights—M&O contract, Nonprofit Organization or Small Business Firm Contractor] clause of this M&O contract.

(ii) In reporting ACT inventions, the M&O Contractor shall identify the ACT agreement under which the invention was made and specify the rights reserved by the Government pursuant to the ACT Class Waiver.

(iii) All technical data identified by the ACT client as Protected ACT Information shall also be marked to identify the ACT agreement under which the data was generated.

(iv) The M&O Contractor shall ensure that all rights and obligations concerning ACT IP, including the appropriate IP provisions authorized in the ACT Class Waiver, are clearly provided in ACT agreements, and that all parties granted any rights in ACT IP are informed of the terms of the waived rights, including the rights reserved by the Government.

(v) Where the M&O Contractor receives ownership or license rights to ACT IP, the M&O Contractor may elect to commercialize the ACT IP consistent with the Technology Transfer Mission clause of this M&O contract.

(vi) As an alternative to paragraph (b)(8)(v) of this clause, if the M&O Contractor has an authorized Private Funded Technology Transfer (PFTT) program, the M&O Contractor may elect to retain private ownership of the ACT IP and commercialize the IP under its applicable PFTT clause, using its private funds, where no costs for developing, patenting, and marketing will be allowable under this M&O contract. The M&O Contractor will share royalties collected on ACT IP with inventors in accordance with paragraph (h) of the Technology Transfer Mission clause of this M&O contract.

(vii) For ACT projects in which the terms of the Agreement provide that the Government reserves the right to use generated data after the particular project expires, the M&O Contractor must provide, to the DOE Office of Technical Information (OSTI), computer software produced under the Agreement in both source and executable object code format.

(viii) Where terms and conditions governing Data and Subject Inventions under this Contract are inconsistent with the terms of the ACT Class Waiver, the ACT Class Waiver will control.

(9) Contractor Liability and Indemnification.

(i) *General Indemnity.*

(A) The M&O Contractor agrees to indemnify and hold harmless the Government, the Department, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the ACT participants, for injury to or death of persons or other living things or injury to or destruction of property arising out of the

performance of an ACT transaction by the Government, the Department, the M&O Contractor, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the M&O Contractor, and not directly resulting from the fault or negligence of the Government, the Department, or persons (other than the M&O Contractor) acting on their behalf.

(B) Subject to Contracting Officer approval, the General Indemnity set forth in this paragraph (b)(9)(i) may be modified or waived where:

(*1*) ACT participants are not providing material or equipment to the M&O Contractor to be used in the performance of the Statement of Work under the ACT transaction; and

(*2*) ACT participants are not sending their employees to the M&O facilities as part of the Statement of Work; and (*3*) the specific activities performed under the ACT transaction are normally performed by the DOE M&O Contractor under the DOE contract.

(C) Notwithstanding the provisions in paragraphs (b)(9)(i)(A) and (B) of this clause, the M&O Contractor shall indemnify and hold harmless the Government, the Department, and persons acting on their behalf for loss, damage, or destruction of Government property resulting from the fault or negligence of the M&O Contractor. Such indemnification shall be subject to a liability limit of $2,000,000 (two million dollars) per year, or such greater liability limit approved by the cognizant DOE Contracting Officer under the DOE contract. Above the applicable liability limit, the M&O Contractor's responsibility to the Government for such loss, damage or destruction, shall be as set forth in the “Property” clause of this contract.

(ii) Intellectual Property Indemnity. The M&O Contractor shall indemnify the Government, its agents, and employees against liability, including costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed to be performed under the Statement of Work under an ACT transaction to the extent such acts are not already performed at the M&O contract facilities. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the M&O Contractor unless required by a court of competent jurisdiction.

(iii) Product Liability Indemnity.

(A) Except for any liability resulting from any negligent acts or omissions of the Government, the M&O Contractor agrees to indemnify the Government for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the ACT participants or the M&O Contractor, their assignees, or licensees, which was derived from the work performed under ACT transactions. With respect to this clause, neither the Government nor the M&O Contractor shall be considered assignees or licensees as a result of reserved Government rights in ACT IP. The indemnity set forth in this paragraph shall apply only if the M&O Contractor shall have been informed as soon and as completely as practical by the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by

applicable laws, rules, or regulations, to participate in and control its defense, and the Government shall have provided all reasonably available information and reasonable assistance requested by the M&O Contractor. No settlement for which the M&O Contractor would be responsible shall be made without the M&O Contractor's consent, unless required by final decree of a court of competent jurisdiction.

(B) Where the M&O Contractor assigns the responsibility for indemnifying the Government under paragraph (b)(9)(iii)(A) of this clause to other ACT participants, the M&O Contractor agrees to seek such indemnification from the other ACT participants.

(iv) Claims and Liabilities. Claims and liabilities resulting from the M&O Contractor's performance of work under an ACT transaction authorized pursuant to this clause shall not be subject to the M&O contract clause entitled "Insurance—Litigation and Claims." In no event shall the M&O Contractor be reimbursed under the M&O contract for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, and judgment and settlements) incurred as a result of third party claims related to the M&O Contractor's performance under this clause.

(v) Government Obligations. The M&O Contractor shall not include any guarantee or requirement that will obligate the Government to pay or incur any costs or create any liability on behalf of the Government in any ACT agreement or commitment the M&O Contractor executes under authority of this clause. The M&O Contractor agrees if the Contractor does include such a guarantee or requirement, it will have no effect on the Government, such that, the M&O Contractor will be responsible for any costs or liability due to such a guarantee or requirement.

(vi) Insurance. Any cost of insurance to cover risks of the M&O Contractor associated with ACT agreements is unallowable under this contract.

(10) ACT Records. All records associated with the M&O Contractor's activities conducted under the authority of this clause, with the exception of information required under paragraphs (b)(3)(v), (b)(4)(ii)(A), and (b)(13) of this clause shall be treated as M&O Contractor-owned records under the provisions of the Access to and Ownership of Records clause of this M&O contract. The Government or its designees shall use such records in accordance with applicable Federal laws (including the Privacy Act), as appropriate.

(11) Termination. The Government or the M&O Contractor may terminate ACT authority under this contract by providing written notification of termination to the other party (Contracting Officer or the M&O Contractor) as appropriate, no less than 60 days prior to the requested termination date. In such cases, the M&O Contractor shall provide DOE a comprehensive list of active ACT projects. DOE anticipates work commitments under these agreements will be completed regardless of termination. All costs associated with early termination of any ACT agreements prior to the completion shall be the responsibility of the M&O Contractor.

(12) Successor M&O Contractor. To minimize the potential for negative Government programmatic impact and to facilitate seamless transition of work to a successor M&O Contractor, ACT agreement(s) executed under this clause and any contractual instruments associated therewith may be novated to the successor M&O Contractor with the mutual consent of the M&O Contractor, the successor M&O Contractor, and the parties to the affected ACT agreement(s). If the ACT agreement(s) cannot be novated, then the M&O Contractor as a private sponsor shall be permitted to enter into a Non-Federal SPP agreement with the successor M&O Contractor that will enable completion of the statement of work. Such agreements shall be entered into pursuant to DOE SPP policies. DOE shall make good faith efforts to incorporate the terms of the applicable ACT agreement.

(13) Minimum Reporting requirements. The M&O Contractor shall maintain records of its activities related to ACT in a manner and to the extent satisfactory to DOE and specifically including, but not limited to the number of ACT agreements, the amount of funds reimbursed to DOE for work under ACT and aggregate funding received beyond costs in the performance of ACT, the number of third party entities engaged through ACT that had not previously sponsored projects under the M&O contract and the number that had not previously sponsored projects under any DOE M&O contract, the amount of funds reimbursed to DOE by newly engaged entities, the number of parties and types of entities engaged in each individual ACT agreement, and the number of invention disclosures, licenses and start-ups arising from ACT. The M&O Contractor shall establish performance metric(s) to measure the time required to negotiate ACT agreements in a manner consistent with the time required to negotiate CRADAs and SPPs. The M&O Contractor shall obtain from each entity engaged in ACT the entity's reason(s) for selecting ACT for performance of work under the M&O contract. Also, the M&O Contractor shall report the above identified data annually to the DOE Contracting Officer and in such a format that will serve to adequately inform DOE of the Contractor's activities under ACT while protecting any data not subject to disclosure under this M&O contract. Such records shall be made available in accordance with the clauses of this M&O contract pertaining to inspection, audit and examination of records.

H.1.2.6 Foreign Engagements with DOE National Laboratories (DOE Policy 485.1A)(12/13/2019) updated by M1002

The contractor shall comply with the SLAC Policy for Foreign Entity and Activity Review in pursuing or entering into foreign engagements, as agreed to with the DOE SLAC Site Office.

H.1.2.7 EPAct Data Protection (Apr 2022)

(a) Rights to Protected Data

(1) In addition to the data rights set forth in 48 CFR § 970.5227-2 - Rights in Data-Technology Transfer, for work authorized under the Energy Policy Act of 2005 (EPAct 2005) or the Energy Policy Act of 1992 (EPAct 1992), the Contractor may, with the concurrence of DOE, claim and mark as EPAct Protected Data, any data first produced in the performance of such work that would have been treated as a trade secret if developed at private expense. Any such claimed "EPAct Protected Data" will be clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice, subject to the provisions of paragraph (b) of this clause.

Protected Rights Notice

These protected data were produced under [FILLIN#1#INSERT WORK IDENTIFIER] with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government until [FILLIN#2#INSERT PERIOD OF PROTECTION END] (Note: The period of protection of such data is fully negotiable, but cannot exceed the applicable statutorily authorized maximum), unless express written authorization is obtained from the Contractor. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(2) Any such marked Protected Data may be disclosed under obligations of confidentiality for the following purposes:

(i) For evaluation purposes under the restriction that the "Protected Data" be retained in confidence and not be further disclosed; or

(ii) To subcontractors or other team members performing work under the Government's program in which this data was produced, for information or use in connection with the work performed under their activity, and under the restriction that the Protected Data be retained in confidence and not be further disclosed.

(3) The obligations of confidentiality and restrictions on publication and dissemination shall end for any Protected Data:

(i) At the end of the protected period;

(ii) If the data becomes publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;

(iii) If the same data is independently developed by someone who did not have access to the Protected Data and such data is made available without obligations of confidentiality; or

(iv) If the Contractor disseminates or authorizes another to disseminate such data without obligations of confidentiality.

(4) However, the Contractor shall not claim or mark as EPACT Protected Data, any lists of data identified by the funding program to be provided with unlimited rights. The Contractor agrees that notwithstanding the lists of types of data, nothing precludes the Government from seeking delivery of additional data in accordance with the requirements of the Contractor's contract, or from making publicly available unlimited rights data, nor does the lists of data constitute any admission by the Government that technical data not on the list is EPACT Protected Data.

(5) When a Cooperative Research and Development Agreement (CRADA) is used with an EPAct Awardee, the CRADA Protected Information clause may be modified to incorporate the Protected Rights Notice of this clause. When a Strategic Partnership Project (SPP) is used with an EPAct Awardee, the Rights in Technical Data clause may be modified to incorporate the Protected Rights Notice of this clause.

(6) The Government's sole obligation with respect to any EPACT Protected Data shall be as set forth in this clause.

(b) Unauthorized or Omitted Marking of Data

(1) Notwithstanding any other provisions concerning inspection or acceptance, if any data developed is authorized by EPAct 1992 or 2005 bears any restrictive or limiting markings not authorized by this clause, the Contracting Officer has the right to remove, cancel, correct, or ignore any markings not authorized by this clause on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond within 60

days or fails to substantiate the propriety of the markings. In either case, DOE will notify the Contractor of the action taken.

(2) The Government assumes no liability for the disclosure, use or reproduction of any data provided to the Government by the Contractor that lacks any protected rights notice or other restrictive or limiting markings authorized by the Contractor's prime contract with DOE.

H.1.2.8 Contractor's Obligations Concerning U.S. Manufacturing Requirements of a Determination of Exceptional Circumstances (DEC) (Apr 2022)

(a) Applicability

This clause is applicable to work performed by the Contractor subject to a Determination of Exceptional Circumstance (DEC) under 35 U.S.C. 202(a) (ii) and in accordance with 37 CFR Part 401.3(e) having U.S. manufacturing requirements.

(b) U.S. Manufacturing Requirements for Subject Inventions

(1) In addition to the U.S. Preference provision in Patent Rights clause (48 CFR 970.5227-10 including any modifications) and the U.S. Industrial Competitiveness provision in the Technology Transfer Mission clause (48 CFR 970.5227-3 including any modifications) in the Contractor's prime contract with DOE, the Contractor agrees to comply with the manufacturing requirements of all applicable DECs, including any remedies for breach of the applicable manufacturing requirements.

(2) The Contractor is required to comply with requirements of applicable DECs including, but not limited to, any U.S. Manufacturing Plans or Commercialization Plans. If the Contractor fails to comply with an applicable DEC or any related/required U.S. Manufacturing or Commercialization Plans, the Contractor is subject to any enforcement provisions of the applicable DEC, including, but not limited forfeiture of rights to subject inventions.

(3) Request for a waiver of any U.S. manufacturing requirements, including the U.S. Preference provision in the Patent Rights clause (48 CFR 970.5227-10 including any modifications), the U.S. Industrial Competitiveness provision in the Technology Transfer Mission clause (48 CFR 970.5227-3 including any modifications), and any applicable U.S. Manufacturing or Commercialization Plan must be approved by the funding program in addition to the Contracting Officer. Such waiver requests must be accompanied by substantial evidence that it is not commercially feasible to comply with the U.S. manufacturing requirement and provide commitments that benefit the U.S. economy. These conditions shall be binding on any subsequent assignee, sublicensee, or any entity acquiring rights to any elected subject inventions.

H.1.2.9 Federal Strategic Partnership Projects (DOE Order 481.2A (08/05/2026))

The Contractor shall comply with the DOE Order 481.2A.

H.1.3 Laboratory Directed Research and Development (DOE Order 413.2D (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 413.2D.

H.1.4 Intellectual Property Rights

H.1.4.1 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (DEAR 970.5227-10)(December 2024)

(a) *Definitions—*

DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR part 781.

Exceptional circumstance subject invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under 35 U.S.C. 202(a)(ii) and in accordance with 37 CFR 401.3(e).

Initial Patent Application means, as to a given Subject Invention, the first provisional or non-provisional U.S. national application for patent as defined in 37 CFR 1.9(a)(2) and (3), respectively, the first international application filed under the Patent Cooperation Treaty as defined in 37 CFR 1.9(b) which designates the United States, or the first application for a Plant Variety Protection certificate, as applicable.

Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 121.3-12, respectively, are used.

Statutory Period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) shall also occur during the period of contract performance.

(b) Allocation of Principal Rights.

(1) *Retention of title by the Contractor.* Except for exceptional circumstance subject inventions outlined in paragraph (b)(3)(i) of this clause, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) *Treaties and international agreements.* Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at DOE's Office of International Affairs (International Commitments—IEC) (*https://energy.gov/ia/iec-documents*), or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions.

(3) *Exceptional circumstance subject inventions.* Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor through a determination of greater rights in accordance with paragraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

(i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions in which the Contractor cannot retain title without specific grant of a waiver from DOE:

(A) Uranium enrichment technology;

(B) Storage and disposal of civilian high-level nuclear waste and spent fuel technology; and

(C) National security technologies classified or sensitive under section 148 of the Atomic Energy Act (42 U.S.C. 2168); and

(D) DOE Steel Initiative and Metals Initiative.

(ii) As determined by the DOE, inventions made under any agreement, contract or subcontract related to the exceptional circumstance subject inventions subject to specific terms outlined in those declarations of exceptional circumstance, the Contractor may take title to these inventions consistent with the terms of the contract. A complete list of declarations of exceptional circumstance, which is maintained by the Office of the Assistant General Counsel for Technology Transfer and Intellectual Property, include but is not limited to the following—

(A) U.S. Advanced Battery Consortium;

(B) Any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI);

(C) Any funding agreement related to Energy Efficiency, Storage, Integration and Related Technologies, Renewable Energy, and Advanced Energy Technologies which is funded by the Office of Energy Efficiency and Renewable Energy (EERE) or the Advanced Research Projects Agency—Energy (ARPA-E);

(D) Solid State Energy Conversion Alliance (SECA), if the Contractor is a participant in the "Core Technology Program";

(E) Solid State Lighting (SSL) Program, if the Contractor is a participant in the "Core Technology Program."

(F) Cybersecurity, Energy Security, and Emergency Response;

(G) Quantum Information Science Technologies; and

(H) Domestic Manufacture of DOE Science and Energy Technologies (S&E DEC).

(iii) Inventions subject to "Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies" (S&E DEC) issued June 7, 2021, must comply with the requirements of paragraph (t) of this section to the maximum extent authorized by the S&E DEC unless otherwise directed by DOE Patent Counsel in writing.

(iv) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.

(4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.

(5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.

(6) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee.

(c) Subject invention disclosure, election of title and filing of patent application by contractor—

(1) *Subject invention disclosure.* The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written or electronic report and shall identify the contract or any other agreement under which the invention was made and the inventor(s) and all sources of funding by Budget and Resources (B&R) code for the invention. The funding program may require other invention identifiers such as related award numbers or funding opportunity announcement numbers. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted or made available for publication at the time of disclosure. The disclosure shall identify if the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will notify the agency of any accepted manuscript describing the invention for publication or of any on sale or public use planned by the contractor that is 60 days prior to the end of the Statutory Period. The Contractor shall notify Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

(2) *Election by the Contractor.* Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) *Filing of patent applications by the Contractor.* The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, or prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding first filed patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) *Contractor's request for an extension of time.* Requests for an extension of the time for disclosure, election, and filing under paragraphs (c)(1), (2), and (3) of this clause may, at the discretion of Patent Counsel, be granted.

(5) *Publication review.* During the course of the work under this contract, the Contractor may desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. Contractor's Invention Identification Procedures under paragraph (f)(5) of this clause should address timely disclosure of inventions, consider whether review is required, and if so, facilitate such review by Contractor personnel responsible for patent matters prior to disclosure of publications in order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor.

(6) *Reporting to DOE and Approvals.* Whenever possible in this paragraph (c), the Government electronic reporting system (*e.g.,* iEdison or similar system) shall be used for reporting and approvals.

(d) Conditions when the Government may obtain title. The Contractor will convey to the DOE, upon written request, title to any subject invention—

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the Contractor fails to file a patent application within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c), but prior to its receipt of the written request of the DOE, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.

(5) Upon a breach of paragraph (t) of this clause.

(e) Minimum rights of the Contractor and protection of the Contractor's right to file—

(1) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE, except when transferred to the successor of that part of the contractor's business to which the invention pertains.

(2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781. This license will not be revoked in the field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application of the subject invention in that foreign country.

(3) Notice of revocation of modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the

notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest—

(1) *Execution of delivery of title or license instruments.* The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and

(ii) Convey title to DOE when requested under paragraph (b) or (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) *Contractor employee agreements.* The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)

(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to file a patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 60 days before the expiration of the response period required by the relevant patent office.

(4) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(5) Invention identification procedures. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.

(6) Patent filing documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:

(i) The filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);

(ii) An executed and approved instrument fully confirmatory of all Government rights in the subject invention; and

(iii) The patent number, issue date, and a copy of any issued patent claiming the subject invention.

(7) Duplication and disclosure of documents. The Government may duplicate anddisclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at 35 U.S.C. 205 and 37 CFR part 401.

(g) Subcontracts—

(1) *Subcontractor subject inventions.* The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.

(2) *Inclusion of patent rights clause—non-profit organization or small business firm subcontractors.* Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 37 CFR 401.14 with Alternate I of 48 CFR 952.227-11, Patent Rights—Retention by the Contractor, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and paragraph (b)(3) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 37 CFR 401.3(a) and 401.14. If the S&E DEC, or any other related DEC, is applicable (see paragraph (b)(3)(iii) of this clause), the Contractor shall use Alternate II of DEAR 952.227-11, Patent Rights—Retention by the Contractor.

(3) *Inclusion of patent rights clause—subcontractors other than non-profit organizations and small business firms.* Except for the subcontracts described in paragraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to a patent waiver granted by DOE Patent Counsel, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause which may require the use of Alternate II of 48 CFR 952.227-13 Patent Rights—Acquisition by the Government.

(4) *DOE and subcontractor contract.* With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(5) *Subcontractor refusal to accept terms of patent clause.* If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(6) *Notification of award of subcontract.* Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting

Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

(7) *Identification of subcontractor subject inventions.* If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.

(h) *Reporting on utilization of subject inventions.* The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. In addition, the Contractor shall provide data to DOE for the annual data call for the Department of Commerce report that includes the number of patent applications filed, the number of patents issued, licensing activity, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) *March-in Rights.* The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right under 35 U.S.C. 203 and in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself under applicable law stated above.

(k) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it agrees that—

(1) *DOE approval of assignment of rights.* Rights to a subject invention in the United States may not be assigned by the Contractor without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions of this clause as the Contractor.

(2) *Small business firm licensees.* It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees

that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this paragraph (k)(2).

(3) *Contractor licensing of subject inventions.* To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.

(l) *Communications.* The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.

(m) *Reports—*

(1) *Interim reports.* Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.

(2) *Final reports.* Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period under which a subject invention was reported, or a statement that no such subject inventions under subcontracts were reported during the contract performance period.

(n) *Examination of Records Relating to Subject Inventions—*

(1) *Contractor compliance.* Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.

(2) *Unreported inventions.* If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

(3) *Confidentiality.* Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(4) *Power of inspection.* With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.

(o) *Facilities License.* In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in

and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility.

(1) To practice or have practiced by or for the Government at the facility; and

(2) To transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

(p) *Atomic Energy—*

(1) *Pecuniary awards.* No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) *Patent agreements.* Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of paragraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(q) *Classified inventions—*

(1) *Approval for filing a foreign patent application.* The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.

(2) *Transmission of classified subject matter.* If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

(3) *Inclusion of clause in subcontracts.* The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

(r) *Patent functions.* Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.

(s) *Educational awards subject to 35 U.S.C. 212.* The Contractor shall notify the Contracting Officer prior to the placement of any person subject to 35 U.S.C. 212 in an area of technology or task

(1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph (b)(3) of this clause or agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.

(t) *U.S. Competitiveness.*

(1) Consistent with 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all subject inventions under the S&E DEC, the Contractor agrees that any products embodying any

subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, *e.g.,* alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Contractor or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Contractor or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (t) and shall inform DOE, in writing, of the change in ownership within six months of the change. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph (t)(1). The Contractor will include this paragraph (t) in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

(2) The requirements, rights and administration of paragraph (t)(1) of this clause are further clarified as follows:

(i) *Waivers.* The Contractor (or any entity subject to this paragraph) may request a waiver or modification of paragraph (t)

(1) of this clause. Such waivers or modifications may be granted when DOE determines that:

(A) The Contractor (or any entity subject to paragraph (t)(1) of this clause) has demonstrated, with quantifiable data, that manufacturing in the United States is not commercially feasible; and

(B) A waiver or modification would best serve the interests of the United States and the general public.

(ii) *Final determination of breach of paragraph (t)(1) of this clause.* If DOE determines the Contractor is in breach of paragraph (t)

(1) of this clause, the Department may issue a final written determination of such breach. If such determination includes a demand for title to the subject inventions under the award, the demand for title will cause an immediate conveyance and assignment of all rights to all subject inventions subject to the breach to the United States Government, including all pending U.S. and foreign patent applications and all U.S. and foreign patents that cover any subject invention, without compensation. Any such final determination shall be signed by the cognizant DOE Contracting Officer with the concurrence of the Assistant General Counsel for Technology Transfer & Intellectual Property. Advanced notice will be provided for comment to the Contractor before any final written determination by DOE is issued.

(iii) Pursuant to Contractor's agreement in paragraph (t)

(1) of this clause to not license, assign or otherwise transfer rights to subject inventions at any tier unless the entity agrees to paragraph (t)

(2) of this clause: any such license, assignment, or other transfer of right to any subject invention developed under the award shall contain paragraph (t)

(3) of this clause suitably modified to properly identify the parties. If a licensee, assignee, or other transferee of rights to any subject invention is finally determined by DOE in writing to be in breach of paragraph (t)

(4) of this clause, the applicable license, assignment or other transfer shall be deemed null and void. Advanced notice will be provided for comment to the non-complying party before any final written determination by DOE is made.

(iv) For clarity, if the forfeiture of title to any subject invention is due to a breach of paragraph (t)

(1) of this clause, the Contractor shall not be entitled to any compensation, or to a license to the subject invention including the reserved license in paragraph (e)

(2) of this clause, unless DOE grants a license through a separately agreed upon licensing agreement.

(u) *Annual appraisal by Patent Counsel.* Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

(v) *Unauthorized Access.* The contractor will protect all invention reports, unpublished patent applications and other invention related information from unauthorized access and disclosure using at least commonly available techniques and practices. In the event that the Contractor becomes aware of unauthorized access to invention reports, unpublished patent applications and other invention related information, the Contractor shall notify Patent Counsel within 7 days.

H.1.4.2 Rights in Data - Technology Transfer (DEAR 970.5227-2)(December 2024)

(a) *Definitions—*

Assistant General Counsel for Technology Transfer and Intellectual Property is the senior intellectual property counsel for the Department of Energy, as distinguished from the NNSA Patent Counsel, and, where used in this clause, indicates that the authority for the activity(ies) being described belongs to DOE.

Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means:

(1) Computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(2) Data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does

not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

Department of Energy (DOE), as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.

Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of paragraph (g) of this clause.

Open source software, as used in this clause, means computer software with its source code that is distributed under a license in which the user is granted the right to use, copy, modify, and prepare derivative works thereof, without having to make royalty payments.

Patent Counsel means the DOE or NNSA Patent Counsel assisting the contracting activity.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of paragraph (h) of this clause.

Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) Except as may be otherwise expressly provided or directed in writing by the Patent Counsel, the Government shall have:

(i) Ownership of all technical data and computer software first produced in the performance of this Contract;

(ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, and except for data subject to the withholding provisions for protected Cooperative Research and Development Agreement (CRADA) information in accordance with Technology Transfer actions under this Contract, or other data specifically protected by statute for a period of time or, where, approved by Patent Counsel, appropriate instances of the DOE Strategic Partnership Projects Program;

(iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

(iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government

or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. When delivering all Contractor-produced computer software to the DOE Office of Scientific and Technical Information (OSTI), the Contractor shall submit a complete package as prescribed in paragraph (e)(3) of this clause. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (h) of this clause ("Rights in Limited Rights Data") or paragraph (i) of this clause ("Rights in Restricted Computer Software"); and

(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data; and

(iii) The right to assert copyright subsisting in scientific and technical works, and works produced by Contractor under 48 CFR 952.204-75 as provided in paragraph (d) of this clause and the right to request permission to assert copyright subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical business or financial data in the form of recorded information which it receives from, or is given access to by DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

(4) In the performance of DOE contracted obligations, each Contractor is required to manage scientific and technical information (STI) produced under the contract as a direct and integral part of the work and ensure its broad availability to all customer segments by making STI available to DOE's central STI coordinating office, OSTI. Requirements for all such reportable information to OSTI are in DOE Order 241.1B, or successor version, whether it is publicly releasable, controlled unclassified information, or classified.

(c) Copyright (General).

(1) The Contractor agrees not to mark, register, or otherwise assert copyright in any data in a published or unpublished work, other than as set forth in paragraph (d), (e), or (f) of this clause.

(2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with paragraph (d), (e), or (f) of this clause, the Contractor agrees not to include in the data delivered under this Contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the data prior to its delivery.

(3) If the Contractor has not been granted permission to copyright data or computer software first produced under the contract where such permission is necessary, *i.e.,* for works other than scientific and technical journal articles and data produced under a CRADA, and if the Government desires to obtain copyright in such data or computer software, the Patent Counsel may direct the Contractor to establish claim to copyright in such data or computer software and to assign such copyright to the Government or its designated assignee.

(d) *Copyrighted works (scientific and technical works).*

(1) The Contractor shall have the right to assert, without prior approval of the contracting officer, copyright subsisting in scientific and technical works composed under this contract or based on or containing data first produced by the Contractor in the performance of this Contract, and published in academic, technical or professional journals, symposia, proceedings, contributions to chapters of book compilations or similar means of dissemination to make broadly available to the public or scientific community for the purpose of scientific, research, knowledge and education. Such scientific and technical works may be recorded or fixed in any medium including but not limited to print, online, web, audio, video or other medium, and released or disseminated through any communication or distribution channel including but not limited to articles, reports, books, non-architectural drawings, repositories, videos, websites, workshops, or social media. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(2) For each scientific or technical work first produced or composed under this contract and submitted for publication or similar means of dissemination, the contractor shall provide notice to the publisher of the Government's license in the copyright that is substantially similar to or otherwise references one of the following notices below:

A suitable notice (long version) reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.

Notice: This work was produced by [insert the name of the Contractor] under contract No. [insert the contract number] with the U.S. Department of Energy. The United States Government retains and the publisher, by accepting the work for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this work, or allow others to do so, for United States Government purposes. The Department of Energy will provide public

access to these results of federally sponsored research in accordance with the DOE Public Access Plan *[insert current link].*

(End of notice)

A suitable notice (short version) reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright follows:

Notice: This work was produced by [insert the name of the Contractor] under Contract No. [insert the contract number] with the U.S. Department of Energy. Publisher acknowledges the U.S. Government license to provide public access under the DOE Public Access Plan *[insert current link].*

(End of notice)

(3) The title to the copyright of the original of unclassified graduate theses and the original of related unclassified scientific papers shall vest in the author thereof, subject to the right of DOE to retain duplicates of such documents and to use such documents for any purpose whatsoever without any claim on the part of the author or the contractor for additional compensation.

(e) Copyrighted works (other than scientific and technical works and data produced under a CRADA). The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, when the Contractor needs to control distribution to advance the goals of the technology transfer mission and where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

(1) *Contractor Request to Assert Copyright.*

(i) For data other than scientific and technical works under paragraph (d) of this clause and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. The right of the Contractor to copyright data first produced under a CRADA is as described in the individual CRADA. Each request by the Contractor must include:

(A) The identity of the data (including any computer program) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes;

(B) The program under which it was funded;

(C) Whether, to the best knowledge of the Contractor, the data is subject to an international treaty or agreement;

(D) Whether the data is subject to export control; and if so, which jurisdiction;

(E) A statement that the Contractor plans to commercialize the data in compliance with the clause of this contract entitled, “Technology Transfer Mission,” within five (5) years after obtaining permission to assert copyright or, on a case-by-case basis, a specified longer period where the Contractor can demonstrate that the ability to commercialize effectively is dependent upon such longer period; and

(F) For data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization and is consistent with DOE's dissemination responsibilities.

(ii) For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.

(iii) Permission for the Contractor to assert copyright in excepted categories of data as determined exclusively by DOE will be expressly withheld. Such excepted categories include data whose release:

(A) Would be detrimental to national security, i.e., involve classified information or data or sensitive information under section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes;

(B) Would not enhance the appropriate transfer or dissemination and commercialization of such data;

(C) Would have a negative impact on U.S. industrial competitiveness;

(D) Would prevent DOE from meeting its obligations under treaties and international agreements; or

(E) Would be detrimental to one or more of DOE's programs.

(iv) The Contractor will obtain the advanced written approval of the Patent Counsel to assert copyright where data are determined to be in the following excepted categories:

(A) Under export control restrictions;

(B) Developed with Naval Reactors' funding;

(C) Subject to disposition of data rights under treaties and international agreements. Additional excepted categories may be added by the Assistant General Counsel for Technology Transfer and Intellectual Property. Where data are determined to be under export control restriction, the Contractor may obtain permission to assert copyright subject to the provisions of this clause for purposes of limited commercialization in a manner that complies with export control statutes and applicable regulations. In addition, notwithstanding any other provision of this contract, all data developed with Naval Reactors' funding and those data that are classified fall within excepted categories. The rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified at DOE's Office of International Affairs (International Commitments—IEC).

(2) Patent Counsel Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 60 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond, and

the reasons therefor. If Patent Counsel grants permission for the Contractor to assert copyright in computer software, the permission automatically extends to subsequent minor versions (e.g., minor revisions, patches and bug fixes) having the same funding source, same name and substantially same functionality as the original computer software, and may be extended to subsequent major versions representing significant modifications of the program with the approval of Patent Counsel.

(3) Permission for Contractor to Assert Copyright.

(i) For computer software, the Contractor shall furnish, or make available to the DOE Office of Scientific and Technical Information (OSTI) in accordance with OSTI guidelines at the time permission to assert copyright is given under paragraph (e)(2) of this clause:

(A) Announcement information/metadata contained in the Software Announcement Notice 241.4;

(B) the source code and/or executable file for each software program; and

(C) Documentation, if any, which may consist of a user manual, sample test cases, or similar information, needed by a technically competent user to understand and use the software (whether included on the software media itself or provided in a separate file or in paper format).

(ii) The Contractor acknowledges that the DOE designated software distribution and control point may provide a technical description of the software in an announcement identifying its availability from the copyright holder.

(iii) Unless otherwise directed by the Patent Counsel, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause, the Contractor shall within sixty (60) days of obtaining such permission furnish, or make available to OSTI in accordance with OSTI guidelines, a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.

(iv) Once the Contractor is given permission to assert copyright in data, the Contractor may begin to commercialize the copyrighted data by making copyrighted data available for licensing to third parties and by offering other types of distribution to third parties. During the period in which commercialization activities pertaining to the copyrighted data are continuing, or for a specified period of time prescribed by Patent Counsel in paragraph (e)(2) of this clause, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of the Government. For all previously approved and current copyrighted data that the Contractor is actively commercializing, the Contractor may continue to commercialize in accordance with this paragraph.

(v) When the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright or at the end of the specified period as prescribed by Patent Counsel, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

(vi) At any time the Contractor abandons commercialization activities for copyrighted data, the Contractor shall advise OSTI and Patent Counsel and, upon request, assign the copyright to the Government so that the Government can distribute the copyrighted data to the public. When the Contractor abandons commercialization activities, the Contractor will provide to OSTI the latest version of the copyrighted data (for example, source code, object code, minimal support documentation, drawings or updated manuals.) In addition, the Contractor will provide annually to Patent Counsel, if requested, a list of all copyrighted data that the Contractor has abandoned commercial licensing activity during that year.

(vii) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (e)(3)(iv) and (v) of this clause. Such action shall be taken when the data are delivered to the Government, licensed or deposited for registration as a published work in the U.S. Copyright Office, or when submitted for publication. The acknowledgment of Government sponsorship and license rights shall be substantially similar to the following:

Notice: These data were produced by (insert name of Contractor) under Contract No. ___ with the Department of Energy. During the period of commercialization or such other time period specified by the Department of Energy, the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. Subsequent to that period the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to Contractor or DOE. Neither the United States nor the United States Department of Energy, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

(End of notice)

(viii) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the period that Contractor is commercializing the data as provided for in paragraph (e)(3)(iv) of this clause, to request the Contractor to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in paragraph (e)(1)(i) of this clause. Before licensing under this paragraph, DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the contracting officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65—"Appeals."

(ix) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee which exceeds DOE Program needs, except as expressly provided in writing by the contracting officer. The Contractor may use its net royalty income to effect such maintenance costs.

(4) The following notice may be included in computer software prior to any publication or release and prior to the Contractor's obtaining permission from the Department of Energy to assert copyright in the computer software pursuant to paragraph (c)(3) of this clause.

Notice: This computer software was prepared by [insert the Contractor's name and the individual author], hereinafter the Contractor, under Contract [insert the Contract Number] with the Department of Energy (DOE). All rights in the computer software are reserved by DOE on behalf of the United States Government and the Contractor as provided in the Contract. You are authorized to use this computer software for Governmental purposes but it is not to be released or distributed to the public. NEITHER THE GOVERNMENT NOR THE CONTRACTOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LIABILITY FOR THE USE OF THIS SOFTWARE. This notice including this sentence must appear on any copies of this computer software.

(End of notice)

(5) A similar notice can be used for data, other than computer software, prior to any publication or release and prior to Contractor's obtaining permission of DOE Patent Counsel to assert copyright.

(f) *Open software source.* The Contractor may release computer software first produced by the Contractor in the performance of this contract under an open source software license. Such software shall hereinafter be referred to as open source software or OSS, subject to the following:

(1) *DOE Program notice for copyright assertion for OSS.*

(i) The Contractor shall provide written notice (including relevant data such as, for example, the software disclosure form) to each DOE Program or Programs that have provided a substantial portion of the funding (funding source(s)) to develop

the software that the Contractor intends to release as OSS unless the funding Program(s) has previously provided blanket approval for all software developed with funding from that Program or a specific DOE project stipulates the software to be released as OSS. If Program has neither consented nor objected to the assertion of copyright within two weeks of such written notification, the Contractor may assert copyright in the software. If notification of a funding DOE Program(s) is not practicable or DOE Program(s) has objected, the Contractor shall consult with Patent Counsel, which may provide approval. For software developed under a CRADA, Strategic Partnership Projects (SPP), User Facility Agreement, or Agreement for Commercializing Technology (ACT), authorization from the partner of such agreement shall be additionally obtained for OSS release unless such agreement has a provision providing for such copyright assertion.

(ii) If the software is developed with funding from a federal government agency or agencies (funding source(s)) other than DOE, then authorization from all the funding agency(ies) shall be obtained for OSS release, if practicable. Such federal government agency(ies) may provide blanket approval for all software developed with funding from that agency(ies). However, OSS release of any one of such software shall be subject to approval by all other funding sources for the software, if any. If approval from such federal government agency(ies) is not practicable, the Patent Counsel may provide approval instead.

(2) *Assert copyright in the OSS.* Once the Contractor has met the program approval requirements set forth in paragraph (f)(1) of this clause, copyright in the software to be distributed as OSS may be asserted by the Contractor, or, for OSS developed under a CRADA, User Facility Agreement, or SPP Agreement, either by the Contractor, CRADA Participant, User Facility User, or SPP Sponsor, as applicable, which precludes marking such OSS as protectable from public distribution.

(3) *Submit Software Announcement Notice 241.4 to OSTI.* The Contractor must submit Software Announcement Notice (AN) 241.4 (or the current notice as may be required by DOE) to OSTI. In the AN 241.4, the Contractor shall provide the unique URL (*i.e.,* a persistent identifier) from which the software can be obtained so that OSTI can announce the availability of the OSS and the public has access via the URL.

(4) *Maintain OSS record.* The Contractor must maintain a record of all software distributed as OSS. Upon request of the Patent Counsel, the Contractor shall provide the necessary information regarding any or all OSS.

(5) *Provide public access to the OSS.* The Contractor shall ensure that the OSS is publicly accessible as open source via the Contractor's website, Open Source Bulletin Boards operated by third parties, DOE, or other standard industry methods.

(6) *Select an OSS license.* Each OSS will be distributed pursuant to an OSS license. The Contractor may choose among industry standard OSS licenses or create its own set of Contractor standard licenses. To assist the Contractor, the Assistant General Counsel for Technology Transfer and Intellectual Property, may periodically issue guidance on OSS licenses. Each Contractor-created OSS license, must contain, at a minimum, the following provisions—

(i) A disclaimer or equivalent that disclaims the Government's and Contractor's liability for licensees' and third parties' use of the software; and

(ii) A grant of permission for licensee to distribute OSS containing the licensee's derivative works. This provision may allow the licensee and third parties to commercialize their derivative works or might request that the licensee's derivative works be forwarded to the Contractor for incorporation into future OSS versions.

(7) *Relationship to other required clauses in the contract.* OSS distributed in accordance with this section shall not be subject to the requirements relating to indemnification of the Contractor or Federal Government, U.S. Competitiveness and U.S. Preference, as set forth in paragraphs (f) and (g) of the clause within this contract entitled Technology Transfer Mission (48 CFR 970.5227-3). The requirement for the Contractor to request permission to assert copyright for the purpose of engaging in licensing software for royalties, as set forth elsewhere in this clause, is not modified by this section.

(8) *Government license.* For all OSS, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in data copyrighted in accordance with paragraph (f)(2) of this clause to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

(9) *Contractor abandons OSS.* If the Contractor ceases to make OSS publicly available, then the Contractor shall submit to OSTI the object code and source code of the latest version of the OSS developed by the Contractor in addition to a revised Announcement Notice 241.4 (which includes an abstract) and the Contractor shall direct any inquiries from third parties seeking to obtain the original OSS to OSTI.

(g) *Subcontracting.*

(1) Unless otherwise directed by the Patent Counsel, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the DOE policy and procedures, the clause entitled, “Rights in Data-General” at 48 CFR 52.227-14 modified in accordance with 48 CFR 927.409 including alternates as appropriate with the prior approval of DOE Patent Counsel. The Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternate II or III, respectively, without the prior approval of the Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with 48 CFR 927.409(d). In subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE, the Contractor shall use the “Rights in Data-Facilities” clause at 48 CFR 970.5227-1.

(2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the contracting officer.

(3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data and restricted computer software for their private use.

(h) *Rights in Limited Rights Data.* Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable nonexclusive, paid-up license by or for the Government, in any limited rights data of

the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice:"

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. ___ with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This "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;

(c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) 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;

(d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

This Notice shall be marked on any reproduction of this data in whole or in part.

(End of notice)

(i) *Rights in restricted computer software.*

(1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract; provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice:"

Restricted Rights Notice—Long Form

(a) This computer software is submitted with restricted rights under Department of Energy Contract No. __. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with paragraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice—Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. __ with (name of Contractor).

(End of notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice “Unpublished-rights reserved under the Copyright Laws of the United States.”

(j) *Relationship to patents.* Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

H.1.5 Research Misconduct (DEAR 952.235-71)(Jul 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this Contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the contracting officer, the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:

(1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

(3) Inform the contracting officer if an initial inquiry supports a formal investigation and, if requested by the contracting officer thereafter, keep the contracting officer informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the contractor will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor's adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(c) The Department may elect to act in lieu of the contractor in conducting an inquiry or investigation into an allegation of research misconduct if the contracting officer finds that—

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;

(3) DOE involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or,

(4) The allegation involves possible criminal misconduct.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Department, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

(1) Safeguards for information and subjects of allegations. The Contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The Contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The Contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have

no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The Contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication should be complete within 60 days of receipt of the record of investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.

(e) DOE reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor's good faith administration of this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If DOE pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) Definitions

Adjudication means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

Fabrication means making up data or results and recording or reporting them.

Falsification means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

Finding of Research Misconduct means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

Inquiry means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

Investigation means the formal examination and evaluation of the relevant facts.

Plagiarism means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Research means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

(g) By executing this Contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

(h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

H.1.6 Changes (DEAR 970.5243-1)(Dec 2000)

(a) Changes and adjustment of fee. The Contracting Officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this Contract requiring additional work or directing the omission of, or variation in, work covered by this Contract. If any such direction results in a material change in the amount or character of the work described in the "Statement of Work," an equitable adjustment of the fee, if any, shall be made in accordance with the agreement of the Parties and the Contract shall be modified in writing accordingly. Any claim by the contractor for an adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the contractor of the notification of change; provided, however, that the Contracting Officer, if it is determined that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. A failure to agree on an equitable adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes."

(b) Work to continue. Nothing contained in this clause shall excuse the contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

H.1.7 Reserved

H.1.8 Reimbursable Work for the Department of Homeland Security (DOE Order 484.1A (CRD Only) (08/05/2026))

The Contractor shall comply with Order 484.1A, CRD only, as agreed to with the DOE SLAC Site Office.

H.1.9 Contractor-Funded Institutional Supporting Research and Development

Contractor Supported Research (CSR) is research and development work conducted at SLAC National Laboratory supported with funding from the Contractor intended to assist the Laboratory in performing its mission for DOE or to create new capabilities at the Laboratory consistent with the overall needs of DOE.

CSR may include, but is not limited to, funds from the Contractor Fee or other sources of Contractor funding. In addition to and separate from the Parties' rights and obligations under Clause H.1.2.1 DEAR 970.5217-1, Strategic Partnership Projects Program (Non-DOE Funded Work), the Contractor may, with the approval of the Contracting Officer, conduct CSR at the Laboratory at an annual amount of not more than 2 percent of the total DOE funds received or such higher level as determined by mutual agreement between the Laboratory Director and the Head of Field Element. All proposed CSR will be reviewed and approved by the DOE Contracting Officer based on the following criteria:

(a) all funds received pursuant to this Clause will comply with applicable safeguards and procedural requirements issued by the DOE SLAC Site Office Contracting Officer,

(b) such research is conducted on a non-interference basis with any DOE-directed and funded work of the Laboratory,

(c) the research is intended to enhance the capabilities of the Laboratory to continue to perform its mission or to create new capabilities at the Laboratory consistent with the overall needs of DOE,

(d) the funds are expended under the same terms and conditions that apply to government funds provided under this contract,

(e) the Laboratory will not use its access to the Laboratory facilities under this program to compete with the private sector,

(f) the Laboratory will not use any funds pursuant to this program to augment any federally funded research,

(g) the Laboratory will not pursue any projects under this program that include facilities or equipment that would create more than a nominal future burden on DOE resources to maintain and/or operate, and

(h) the Laboratory will ensure that the projects under this program are not Strategic Partnership Projects subject to clause H.1.2.1).

The Contractor will report annually on the breakdown of sources of funding provided for these CSR activities. The report will be due to the DOE Contracting Officer 60 days after completion of the Fiscal Year. For cost accounting standards purposes such approved research shall be treated as institutional research and development of the Laboratory.

H.1.10 Contractor's Obligations Regarding Funding Opportunity Announcement DE-FOA-0003612 Genesis Mission (JULY 2026)

The following requirements are applicable to all National Laboratory Awardees and Subawardees for the purposes of executing duly authorized work resulting from Funding Opportunity Announcement DE-FOA-0003612 only (these requirements do not apply to any other aspect of prime contract performance).

The National Laboratory Awardee is responsible for ensuring inclusion of these requirements into all subcontracts/agreements with Subawardees.

The following flow downs must be suitably modified to correctly identify the parties.

Section I. Data Rights

The Laboratory's Rights in Data clause (e.g. 48 CFR § 970.5227-2) and any rights described in a DOE approved Bridge Agreement (using CRADA authority) (the "Agreement") shall apply to the Laboratory for all work performed under DE-FOA-0003612, unless otherwise directed by Patent Counsel. Notwithstanding the foregoing, the Limited Rights Notice listed below and incorporated in a Laboratory subcontract must be used in lieu of the notice provided in 48 CFR § 970.5227-2(h), unless otherwise approved by Patent Counsel; additionally, any notice approved by DOE/NNSA in a Bridge Agreement or corresponding data use agreement may be used by the Laboratory as authorized therein.

For subcontractors, Patent Counsel hereby directs one of the following Rights in Data clauses suitably modified to identify the parties to be included in any subcontract under DE-FOA-0003612. These clauses are consistent with the Laboratory's Rights in data-technology transfer clause (See 48 CFR § 970.5227-2(g)(1)). Any questions should be directed at the Laboratory patent counsel who should coordinate with the cognizant Patent Counsel as necessary.

For projects including open research, the following data clause must be used suitably modified to identify the parties. Additionally, a Bridge Agreement – OPEN must be executed.

[BEGIN OPEN DATA CLAUSE]

Open Data Rights Clause

(a) The Awardee:

(1) shall have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE/NNSA.

(2) shall ensure that all Data it provides or delivers under this Agreement are accompanied by rights and permissions sufficient to allow the Government and other Project participants to use such Data as required by this Agreement, including any rights necessary for reproduction, derivative works, distribution, public performance, and public display.

(3) shall negotiate and execute a Bridge Agreement including the allocation of data rights comprising at least a requirement herein, unless otherwise approved by DOE/NNSA.

(b) The Government shall:

(1) have Unlimited Rights in all delivered Data.

(2) at its sole discretion, disregard and remove any protective markings on any Data delivered. However, the Awardee shall be provided with at least 30 days to redeliver such data with corrected markings.

(3) have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered.

(c) Publication Clause

a. Awardee is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) [Enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

c. Subject to this Agreement, either party may release general information regarding activities conducted under this award. Awardee, however, shall not issue any press release resulting from activities conducted under this Agreement without DOE/NNSA approval, which shall not be unreasonably withheld or delayed.

d. The terms and conditions of this clause shall survive this Agreement.

[END OPEN DATA CLAUSE]

For other projects, the following data clause must be used suitably modified to identify the parties. The protection period in (b)(2) may be up to 5 years, unless otherwise authorized by DOE/NNSA. Additionally, a Bridge Agreement that does not use the “OPEN” template needs to be executed with a Data Use Agreement (DUA).

[BEGIN PROPRIETARY DATA CLAUSE]

Data Rights

(a) Definitions

(1) Limited rights Data, as used in this clause, means data (other than computer software) developed at private expense and first produced outside the performance of this agreement that embody trade secrets or are commercial or financial and confidential or privileged.

(2) Restricted Computer Software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

(b) The Awardee shall:

(1) have the right to protect the Limited Rights Data with the following notice.

Limited Rights Notice

(a) These data are submitted with limited rights under Government agreement No. (and subaward/ contract No.). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Awardee, be used or

disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

i. Use by Federal support services contractors within the scope of their contracts, including, but not limited to, DOE/NNSA laboratories, plants, and sites; or

(ii) for evaluation purposes to DOE/NNSA laboratories, plants, and sites, and non-profit research institutions.

(b) This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(2) have the right to protect Curated Data and Model Data developed in the performance of work under the Bridge Agreement (under the authority of 15 USC 3710a) consistent with 15 USC 3710a(c)(7)(B) with the following notice.

Protected Rights Notice

These protected data were produced under agreement no. (INSERT BRIDGE AGREEMENT NUMBER) *between (INSERT THE SUBCONTRACTOR NAME) and (INSERT THE LABORATORY NAME) operated for the Government* by (Inserted Contractor Operator) under Contract no. ____ and may not be published, disseminated, or disclosed to others outside the Government or its contractors until [Insert term authorized by DOE/NNSA] years after the date the data were first produced except for: (1) evaluation of work under the restriction that this data will be retained in confidence and not be further disclosed or (2) disclosure to a DOE/NNSA contractor under the restriction that this data will be retained in confidence and not be further disclosed, unless express written authorization is obtained from the Awardee. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(3) Have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE.

(4) Obtain all Data and rights therein necessary to fulfill its obligations to the Government under this Agreement.

(5) Negotiate and execute a Bridge Agreement including the allocation of data rights comprising at least the following elements before beginning work under this agreement, unless otherwise approved by DOE/NNSA:

(i) RESERVED

(ii) Each party shall ensure that any Data it provides under this Agreement is accompanied by the rights and permissions necessary for use as required by this Agreement and shall provide data source or license documentation upon request.

(iii) The protection of any data shared amongst the parties consistent with this Agreement, including any Appendices.

(iv) Allocation of rights in AI Artifacts generated in the performance of work under this Agreement.

(c) The Government shall:

(1) Have unlimited rights in all delivered Data not having a protective marking authorized by (b)(1) and (b)(2) of this Clause.

(2) At its sole discretion, disclose any delivered Data for use solely in the evaluation of work under this Agreement under the restriction that any Data provided with the above Protected Rights Notice will be retained in confidence and not be further disclosed.

(3) At its sole discretion, disregard and remove any protective markings not authorized by (b)(1) and (b)(2) of this Clause. However, the Awardee shall be provided with at least 30 days to redeliver such data with corrected markings.

(4) At its sole discretion, disregard and remove any protective markings on Data delivered:

(i) at the end of the protection period;

(ii) upon breach of Section (d) entitled "Access Restrictions and Limited U.S. First Deployment";

(iii) if the data becomes publicly known or available from other sources; or

(iv) if the Awardee disseminates or authorizes DOE/NNSA or another to disseminate such data without obligations of confidentiality.

(5) Have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered. Notwithstanding the foregoing, Data properly marked with the above Protected Notice shall be prohibited from disclosure outside the Government as required by the Protected Rights Notice.

(d) Access Restrictions and Limited U.S. First Deployment

(1) Definitions

(i) "AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement.

(ii) "Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to this Agreement administration, such as financial, administrative, cost or pricing or management information.

(iii) "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

(iv) "Foreign Entity" shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign

governments and any agency or subdivision of foreign governments including state-owned enterprises. The term "Foreign Countries of Concern" and "Foreign National" are separate terms and not necessarily covered under the definition of a Foreign Entity although "Foreign Countries of Concern" are also "Foreign Entities".

(v) "Foreign National" shall mean any individual other than a U.S. citizen.

(vi) "Government" shall mean the Federal government of the United States of America including its agencies and departments.

(vii) "Intellectual Property" shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee.

(viii) "Non-Public Data" shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

(ix) "Bridge Agreement" means an agreement between the Awardee and their partners/collaborators in the performance of the Milestones, which is intended to address all data rights, including allocation of rights to AI Artifacts. The Bridge Agreement includes agreements with DOE/NNSA contractors, preferably using the preapproved AI BRIDGE AGREEMENT containing a Data Use Agreement (DUA) template.

(x) "AI Artifact" shall mean AI Artifacts developed in performance of the Milestones, including a Bridge Agreement.

(2) Access and Transfer Prohibition. Awardee agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity subject to the jurisdiction of a Foreign Country of Concern, without DOE/NNSA's prior written approval. Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of intellectual property to the general public (e.g. an open-source license or public domain).

(3) U.S. First Deployment. For a period of two years from the completion or termination of this Agreement with DOE/NNSA, the Awardee agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity not subject to the jurisdiction of the United States of America, without DOE/NNSA's prior written approval. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of Intellectual Property or Non-Public Data to the general public (e.g. an open-source license or public domain). Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance.

(4) Immediate Access Termination. Any access or transfer of rights in violation of the above terms shall be immediately null and void. In the event of any rights holder's bankruptcy or related financial proceeding, insolvency, or other material financial distress that, in the sole judgment of DOE/NNSA, creates an unmanageable risk of unauthorized transfer or disclosure of Intellectual Property and/or Non-Public Data to a Foreign Country of Concern, all rights granted or access provided shall terminate immediately, and the Awardee shall take all necessary steps to secure and prevent further dissemination of such Intellectual Property and/or Non-Public Data.

(5) The Awardee shall include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, that may include the exchange of Non-Public Data.

(e) The terms and conditions of this clause shall survive this Agreement.

[END PROPRIETARY DATA CLAUSE]

Section II. Research, Technology and Economic Security (RTES)

(1) Foreign Entity Participation

A Foreign Entity is not eligible to participate as either an Awardee or Subawardee. In limited circumstances the Laboratory may request a waiver from DOE/NNSA to allow a foreign entity to participate, through the Contracting Officer (CO).

(2) Prohibition on Incorporation in or Ownership or Control by Foreign Countries of Concern

Throughout the life of the Agreement, the Awardee, parent company, Subawardees, and project team members shall not be solely incorporated in, or owned or controlled by, or subject to the direction of a Foreign Country of Concern. If there is a change in ownership or control that increases foreign ownership or control by Foreign Country of Concern or a change that effectively makes the entity subject to the direction of a Foreign Country of Concern, the Awardee must immediately alert the CO.

(3) Entity of Concern Prohibition

No Entity of Concern as defined in Section 10114 of Public Law 117-167 (42 USC 18912) may participate in the performance of the Milestones.

(4) Malign Foreign Talent Recruitment Program Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program, as defined in Section 10638(4) of P.L. 117-167 (42 USC 19237(4), 19232), are prohibited from participating in the performance of the Milestones.

(5) Due Diligence Reviews and Disclosures

The Agreement is subject to a post-selection and ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, the Awardee must cooperate with DOE/NNSA requests for information, including the following required disclosures and certifications for all covered individuals listed on the application and entities which must be updated within fifteen (15) business days of any changes except advanced notice to DOE/NNSA must be given for changes relating to a Foreign Country of Concern: DOE Common Form for Current and Pending (Other) Support (42 USC 6605) including a Malign Foreign Talent Recruitment Program certification (see RFA), DOE Common Form for Biosketch (NSPM-33), and Transparency of Foreign Connections Transparency of Foreign Connections | Department of Energy (NSPM-33). New covered individuals listed on the application and entities added during the term of the Agreement must provide the disclosures above and receive DOE approval before participating. All information provided must be inclusive of the Subawardees. DOE/NNSA may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, or the required disclosures, certifications, or updates, are not submitted, or there is non-compliance with any provision of this Section, DOE/NNSA may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the performance of the Milestones, or implementing other controls such as data access restrictions, enhanced monitoring, or project scope adjustments, as determined necessary by DOE/NNSA to safeguard national security and economic interests. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may withhold Payment or terminate the Agreement.

DOE/NNSA decision regarding a due diligence review is not appealable.

(6) Performance of Work in the United States

All work performed under DOE agreements must be performed in the United States unless the DOE CO grants a written waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Awardee and Subawardees should make every effort to purchase supplies and equipment within the United States. The Awardee must flow down this requirement to its Subawardees and subcontractors. The Awardee is responsible should any work under this agreement be performed outside the United States, absent a waiver, regardless if the work is performed by the Awardee, Subawardees, subcontractors or other project partners. There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the Awardee must submit a written waiver request to the DOE/NNSA CO.

(7) Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this agreement should be American-made.

(8) Conflicts of Interest

The Awardee shall adopt and maintain a conflict of interest policy under this Agreement, which shall be provided to DOE/NNSA upon request. This conflict of interest policy shall address both individual conflicts of interest as related to Key Personnel and Organizational Conflicts of Interest, including but not limited to financial conflicts of interest (FCOI) (i.e., managed and unmanaged/unmanageable).

The Awardee shall disclose in writing to the DOE/NNSA CO any potential or actual Conflict of Interest as soon as reasonably practical after discovery thereof. The Awardee and the DOE/NNSA shall jointly develop a mitigation plan to address Conflicts of Interest as they arise.

(9) Annual List of Personnel

The Awardee shall submit an updated list of all personnel working on the project on an annual basis to the DOE/NNSA CO, including all Subawardees.

Section III. Reserved

Section IV. Communication

A. Administration. Unless otherwise provided in this Agreement, approvals permitted or required to be made by DOE/NNSA, or any other document that binds the government, may be made on by the DOE/NNSA CO. Contractual matters under this agreement shall be referred to the following representatives of the Parties:

DOE/NNSA Contracting Officer: Name, Phone, Email

Patent Counsel: Name, Phone, Email

Laboratory Awardee Point of Contact: Name, Phone, Email

B. Technical and Milestone Deliverables. Technical matters and milestone deliverable matters under this Agreement shall be referred to the following representative:

DOE Technical Representative: Name, Phone, Email

C. Change of Designated Representative. Each party may change its representatives named in this Article by written notification to the other parties.

Section V. Termination

The Department of Energy reserves the right to terminate this award. In the event of any termination of the award made under DE-FOA-0003612, DOE/NNSA reserves the right to unilaterally withhold funding not yet distributed pursuant to the Milestones outlined in the Work Authorization. Mutual termination does not impose any requirements that DOE/NNSA pay in whole or part for milestones not achieved.

In the event of any termination by DOE/NNSA, neither DOE/NNSA nor the Awardee/Subawardee shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its contractors, subcontractors, or customers as a result of any termination of this Agreement. DOE/NNSA's or the Awardee's liability for any damages under the Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining party. However, in no instance shall DOE/NNSA's liability for termination exceed the total amount due under the milestone towards which the Awardee/Subawardee is currently working under this Agreement.

Section VI. Defined Terms

In addition to terms defined in other provisions of this Agreement, the terms and phrases as defined below, when used herein as the defined term shall have the following meanings:

"AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement.

"Covered Individual" means an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of the scope of work of the agreement, and (b) is designated as a covered individual by DOE. DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual. DOE may further designate covered individuals during the agreement period of performance.

"Curated Data" shall mean any Data generated in the performance of Milestone 2 or Technical Objective 2.

"Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing or management information.

"Data and Intellectual Property Rights Certification" shall mean a formal written statement, signed by an authorized representative of the Awardee, delivered as part of a Milestone, which attests that the Awardee has the necessary legal and contractual rights to all data, software, and intellectual property used in a delivered AI Artifact, sufficient to enable its deployment and use as contemplated under this Agreement.

"Effective Date" shall mean the date upon which the Agreement will enter into force which will be the date of the last signatory to the Agreement.

"Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and the Republic of Belarus, or any other country determined to be a foreign country of concern by the Secretary of State and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

"Foreign Entity" shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, and does not have a physical location for business in the United States. The term "Foreign Entity" also includes international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term "Foreign Countries of Concern" and "Foreign National" are separate terms and not necessarily covered under the definition of a Foreign Entity although "Foreign Countries of Concern" are also "Foreign Entities".

"Foreign National" shall mean any individual other than a U.S. citizen.

"Government" shall mean the Federal government of the United States of America including its agencies and departments.

"Intellectual Property" shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee.

*"*Limited rights Data*"* shall mean data developed at private expense and first produced outside the performance of this agreement that embody trade secrets, or are commercial, or financial, and confidential or privileged.

"Material Breach" shall mean a breach by the Awardee/Subawardee or DOE of any of its obligations under this Agreement including those which result, or are likely to result, in the inability of the Awardee or DOE to effectively complete the Milestones. This includes but is not limited to the failure to achieve Milestones, breach of provisions included in the Agreement.

"Model Data" shall mean any data generated in the performance of Milestone 3- Creation of an AI Model.

"Non-Public Data" shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

"Organizational Conflicts of Interest" shall mean where the Awardee is unable, or appears to be unable, to be impartial in conducting activities under this agreement due to its relationships with affiliates, organizations, or any other interested party.

"Unlimited Rights" shall mean the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

Relevant FAR Clauses

FAR 52.246-9 Inspection of Research and Development (Short Form)(Apr 1984)

H.2 (RESERVED)

H.3 (RESERVED)

H.4 - Management, Leadership and Stewardship

Section H.4 addresses requirements relating to providing sound and competent leadership and stewardship of the Laboratory, the Contractor's ability to identify and pursue opportunities for continuous improvement, and the Contractor's involvement and commitment to the overall success of the Laboratory.

H.4.0 Laboratory Structure

H.4.0.1 Federally Funded Research and Development Center Sponsoring Agreement (DEAR 970.5235-1)(Dec 2024)

(a) Pursuant to 48 CFR 35.017-1, this contract constitutes the sponsoring agreement between the Department of Energy (DOE) and the Contractor, which establishes the relationship for the operation of a Department of Energy sponsored Federally Funded Research and Development Center (FFRDC).

(b) In the operation of this FFRDC, the Contractor may be provided access beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive and proprietary data, and to Government employees and facilities needed to discharge its responsibilities efficiently and effectively. Because of this special relationship, it is essential that the FFRDC be operated in the public interest with objectivity and independence, be free from organizational conflicts of interest, and have full disclosure of its affairs to the Department of Energy.

(c) Unless otherwise provided by the contract, the Contractor may accept work from a nonsponsor (as defined in 48 CFR 35.017) in accordance with the requirements and limitations of 48 CFR 970.3501, and the clause at 48 CFR 970.5217-1, Strategic Partnership Projects Program. Only the Contracting Officer can place work on the contract; and obligate the Government to reimburse the contractor for the work.

(d) As an FFRDC, the Contractor shall not use its privileged information or access to government facilities to compete with the private sector. Specific guidance on restricted activities is contained in DOE Order 481.1, Strategic Partnership Projects (Non-Department of Energy Funded Work)), or its successor version.

H.4.0.2 Laws, Regulations and DOE Directives (DEAR 970.5204-2)(Dec 2000)(DEVIATION for RWG)(Aug 2016)

(a) In performing work under this Contract, the Contractor shall comply with the applicable requirements of CRDs and applicable Federal, State and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. The List of Applicable Directives (Appendix C) may be appended to this Contract for information purposes. Omission of any applicable law or regulation from Appendix C does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) The Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract separately, or jointly with DOE as co-permittees, as appropriate.

(c) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

H.4.0.3 Application of DOE Contractor Requirements Documents

(a) Performance. The Contractor will perform the work of this Contract in accordance with each of the Contractor Requirements Documents (CRDs) appended to this Contract or under such alternate procedure (i.e., the Site Compliance Plan (SCP)) that the parties agree would achieve DOE's mission with efficiency.

(b) Deviation Processes in Existing Orders. This clause does not preclude the use of deviation processes provided for in existing DOE directives.

(c) Application of Additional or Modified CRDs. During performance of the Contract, the Contracting Officer may notify the Contractor that he or she intends to unilaterally add CRDs not then listed in Appendix C, or modifications to listed CRDs. Upon receipt of that notice, the Contractor

(1) Within a reasonable time agreed by the parties, but in no event less than thirty (30) calendar days, may propose a Site Compliance Plan (SCP), or explain why the CRD or portions thereof are not applicable to the Contractor. The resolution of such a proposal shall be made by the DOE Head of Field Element or said person's designee after good faith consideration and discussions with the Contractor. If the proposal is rejected by the DOE Head of Field Element or said person's designee, a written rationale for the rejection shall be provided to the Contractor with a reasonable opportunity to correct any deficiencies in the proposal. If an alternative proposal is not submitted by the Contractor within agreed timelines, or, if made, is denied by the DOE Head of Field Element or said person's designee after good faith discussions and a reasonable opportunity to correct deficiencies, the Contracting Officer may unilaterally add the CRD or modification to Appendix C.

(2) If and when the Site Compliance Plan (SCP) has been accepted by the Parties, the Parties will incorporate such document into the Contract by bilateral modification. Site Compliance Plans shall form the basis for the Government oversight and audit, and supplant the CRD.

(d) Continual Improvements, Deficiency and Remedial Action. If, during performance of this Contract, either party determines that an appended CRD or an alternative procedure adopted through the operation of this clause is not satisfactory or requires improvements, either party may, in its sole discretion, determine that corrective action is necessary and initiate good faith discussions to prepare a corrective action plan or Site Compliance Plan (SCP). With respect to a plan proposed by the Contractor, if the DOE Head of Field Element or said person's designee is not satisfied with said plan after good faith discussions with the Contractor, the DOE Head of Field Element or said person's designee may reject the Contractor's plan, or the Contracting Officer may direct corrective action to remedy the deficiency, including, if appropriate, the reinstatement of a CRD.

(e) Additional Changes. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other Contract terms and conditions, including cost and schedule, resulting from the addition of CRDs, modifications, or alternative procedures agreed under this clause.

H.4.0.4 Laboratory Plan

Laboratory plans shall be developed in accordance with and as required by DOE Office of Science guidance concerning Laboratory Plans, including on the development of an Annual Laboratory Plan.

H.4.1 Oversight and Evaluation

H.4.1.1 Standards of Contractor Performance Evaluation

(a) DOE's evaluation of contractor performance shall be in accordance with the DOE Office of Science Performance Evaluation Management Plan ("PEMP") process.

(1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory management.

(2) The Parties agree that the Contractor will conduct an ongoing self-assessment process as the principal means of determining its compliance with the Contract Statement of Work and performance measures identified in the PEMP.

(3) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this Contract.

H.4.1.2 Management Controls (DEAR 970.5203-1)(PF 2022-23)(OCT 2021)

(a) The Contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by contractor management to reasonably ensure that:

(1) Mission and functions assigned to the contractor are properly executed;

(2) Systems and controls employed by the contractor are documented and satisfactory to DOE;
(3) All levels of management are accountable for effective management systems and internal controls within their areas of assigned responsibility;
(4) Provide reasonable assurance that Government resources are safeguarded against theft, fraud, waste, and unauthorized use;
(5) Promote work and worker safety;
(6) Promote efficient and effective operations including consideration of outsourcing of functions;
(7) Reduce or eliminate operational risks to Government facilities;
(8) All obligations and costs incurred are allowable in accordance with the intended purposes and the terms and conditions of the contract;
(9) All revenues, expenditures, transactions and assets are properly record, manage, and report;
(10) Financial, statistical and other necessary reports are maintained in an accurate, reliable, and timely manner, with proper accountability and management controls;
(11) Systems are periodically reviewed to provide reasonable assurance that the objectives of the systems are being accomplished and that its controls are working effectively
(12) Such systems shall be an integral part of the Contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility;
(13) The Contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the Contracting Officer, the Contractor shall supply to the Contracting Officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 48 CFR 970.5232-3, Accounts, records, and inspection; and

b) The Contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

H.4.1.3 Contractor Assurance System

The Contractor shall implement a DOE SLAC Site Office approved Contractor Assurance System (CAS) consistent with DOE Office of Science guidance on CAS. The system shall provide reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient.

H.4.1.4 Performance Based Management and Oversight

(a) Performance-based management shall be the key enabling mechanism for establishing the DOE Contractor expectations on oversight and accountability.

(b) Contractor self-assessments, including for the PEMP, third party certification, and Contractor and DOE independent oversight, as appropriate, shall be the primary means for assessing stewardship

and operational performance. Routine DOE oversight of Contractor performance will be conducted at the systems level.

(c) The performance-based management system shall be the primary vehicle for addressing issues associated with performance expectations. In the event of a substantive performance shortfall in any area, the appropriate improvement expectations and targets will be incorporated into the PEMP and tracked through self-assessment and independent oversight, as appropriate.

(d) Compliance with applicable Federal, State and local laws and regulations, and permits and licenses, shall be primarily determined by the cognizant regulatory agency and DOE will primarily rely upon the determination of the external regulators in assessing Contract compliance. DOE oversight will be achieved through periodic assessments at the management system level, including review of Contractor self-assessments and assessments by independent third parties.

H.4.2 Technical Direction and Organization

H.4.2.1 Technical Direction (DEAR 952.242-70)(DEC 2000)

(a) Performance of the work under this Contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the Contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must—

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.4.2.2 Work Authorization (DEAR 970.5211-1)(May 2007)

(a) Work authorization proposal. Prior to the start of each fiscal year, the Contracting Officer or designee shall provide the contractor with program execution guidance in sufficient detail to enable the contractor to develop an estimated cost, scope, and schedule. In addition, the Contracting Officer may unilaterally assign work. The Contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work it recommends be undertaken during that upcoming fiscal year.

(b) Cost estimates. The contractor and the Contracting Officer shall establish a budget of estimated costs, description of work, and schedule of performance for each work assignment. If agreement cannot be reached as to scope, schedule, and estimated cost, the Contracting Officer may issue a unilateral work authorization, pursuant to this clause. The work authorization, whether issued bilaterally or unilaterally shall become part of the contract. No activities shall be authorized or costs incurred prior to Contracting Officer issuance of a work authorization or direction concerning continuation of activities of the contract.

(c) Performance. The Contractor shall perform work as specified in the work authorization, consistent with the terms and conditions of this Contract.

(d) Modification. The Contracting Officer may at any time, without notice, issue changes to work authorizations within the overall scope of the contract. A proposal for adjustment in estimated costs and schedule for performance of work, recognizing work made unnecessary as a result, along with new work, shall be submitted by the contractor in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

(e) Increase in estimated cost. The Contractor shall notify the Contracting Officer immediately whenever the cost incurred, plus the projected cost to complete work is projected to differ (plus or minus) from the estimate by 10 percent. The Contractor shall submit a proposal for modification in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

(f) Expenditure of funds and incurrence of costs. The expenditure of monies by the contractor in the performance of all authorized work shall be governed by the “Obligation of Funds” or equivalent clause of the contract.

(g) Responsibility to achieve environment, safety, health, and security compliance. Notwithstanding other provisions of the contract, the contractor may, in the event of an emergency, take that corrective action necessary to sustain operations consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. If such action is taken, the Contractor shall notify the Contracting Officer within 24 hours of initiation and, within 30 days, submit a proposal for adjustment in estimated costs and schedule established in accordance with paragraphs (a) and (b) of this clause.

H.4.2.3 Contractor’s Organization (DEAR 970.5203-3)(Dec 2000) updated per SC Alternate (Apr 2018) by M951

(a) Control of employees. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the contractor fails to remove any employee from the Contract work whom DOE deems incompetent, careless, or insubordinate, or

whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the Contracting Officer may require, with the approval of the Secretary of Energy, the Contractor to remove the employee from work under the contract. This includes the right to direct the Contractor to remove its most senior key person from work under the Contract for serious Contract performance deficiencies.

(b) Standards and procedures. The Contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the Contracting Officer.

H.4.2.4 Key Personnel (DEAR 952.215-70)(Dec 2024)

(a) The personnel listed below or elsewhere in this contract [Insert cross-reference, if applicable] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance and submit justification including resumes for any proposed substitutions; and

(2) Obtain the Contracting Officer's written approval. Notwithstanding the foregoing, the Contractor may immediately remove or suspend any key person if necessary to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel. The Contractor must provide written notice to the cognizant security office if changes to the list of personnel affect key personnel connected to a facility clearance.

John Sarrao, Laboratory Director

John Connolly, COO/Deputy Director for Operations

Vitaly Yakimenko, Deputy Director for Projects and Infrastructure

Alberto Salleo, Deputy Director for Science and Technology

H.4.3 Risks and Responsibilities

H.4.3.1 Reserved

H.4.3.2 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (DEAR 970.5215-3)(Aug 2009), Alternate I (Aug 2009)(DEVIATION for RWG)(Aug 2016)

(a) General.

(1) The payment of earned fee or share of cost savings under this Contract is dependent upon the Contractor’s compliance with the terms and conditions of this Contract relating to scientific research, environment, safety and health (ES&H), security, including cybersecurity and business systems operations.

(2) The performance requirements of this Contract are set forth in the Annual Laboratory Plan, individual work authorizations, and approved laboratory systems, including Integrated Safety Management System (ISMS). Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the foregoing requirements and especially full ES&H and security compliance.

(3) If the Contractor does not meet the performance requirements of this Contract or experiences a major performance failure during any given fiscal year, then the earned fee or share of cost savings may be unilaterally reduced by the Contracting Officer in accordance with the procedure below.

(b) Reduction Amount and Procedure.

(1) The amount of earned fee or share of cost savings that may be unilaterally reduced will be determined by the severity of the major performance failure. The DOE Head of Field Element will present the Contractor with the identification of the major performance failure and the proposed fee reduction. The Laboratory Director and the DOE Head of Field Element will discuss the performance failure and any mitigating factors which the Laboratory Director identifies to the DOE Head of Field Element with a view to establishing the appropriate level of fee reduction consistent with the totality of circumstances at the time the failure occurred. The Contracting Officer, in consultation with the DOE Head of Field Element, will provide the Contractor with the fee reduction decision and any corrective action which the Contractor must perform. The Contracting Officer shall consider and address the position of the Director of the Office of Science in any reduction decision.

(2) If a reduction of earned fee or share of cost savings is warranted, unless mitigating factors apply, such reduction shall be consistent with the severity of the major performance failure. A major performance failure is a failure that poses significant adverse long term practical consequences to the mission of the laboratory and accordingly will justify the most substantial reduction in fee. For example, a major performance failure shall include accident investigation findings of Human Effects (1), (2), Loss of Control of Radioactive Material (1)(a), (1)(c), Environmental Release of Hazardous Material (1) and Property Effects. A performance failure that results in minor long term practical consequences for the laboratory or reflects a lack of focus on significant laboratory matters will carry a smaller reduction in in fee.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the DOE Head of Field Element must consider the Contractor’s overall performance in meeting the requirements of the contract. Such consideration must include performance against any Laboratory specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the DOE Head of Field Element must consider mitigating factors, including those presented by the Laboratory Director, in setting the amount of fee reduction.

(4) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during a single fiscal year at issue.

(5) The Government will effect the reduction as soon as practicable after the end of the fiscal year in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the fiscal year in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, or share of cost savings to exceed the sum of fee, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government.

H.4.3.3 Cap on Liability

(a) The Parties have agreed that the Contractor's liability, for certain obligations it has assumed under this Contract, shall be limited as set forth in paragraph (b) below. These limitations or caps shall only apply to obligations the Contractor has assumed pursuant to the following

clauses:

(1) The Clause I.142, DEAR 970.5245-1, Property, (Alternate I) (Deviation), paragraph (f)(l)(i)(C);

(2) The Clause I.126 DEAR 970.5228-1, Insurance – Litigation and Claims, paragraph (f)(l)(iii)(C), with respect to prudent business judgment only; and

(3) The Clause I.126 DEAR 970.5228-1, Insurance – Litigation and Claims, paragraph (g)(2), except for punitive damages resulting from the willful misconduct or lack of good faith on the part of the Contractor's managerial personnel as defined in the Clause I.142, DEAR 970.5245-1, Property, (Alternate I) (Deviation).

(b) The Contractor shall be liable each fiscal year for an amount not to exceed 1.25 times the fee earned for that fiscal year. The annual cap which will apply shall be based on the fiscal year in which the Contractor's act or failure to act was the proximate cause of the liability assumed by the Contractor. In the event the Contractor's act or failure to act overlaps more than one fiscal year, the limitation will be the annual limitation for the last fiscal year in which the Contractor's act or failure to act occurred. If the Contractor's cumulative obligations for a fiscal year equal the amount of the annual limitations of liability, the Contractor shall have no further responsibility for the costs of the liabilities it has assumed for that fiscal year pursuant to (a)(l) through (3) above.

H.4.3.4 Nuclear Hazards Indemnity Agreement (DEAR 952.250-70) (OCT 2005) (Implementing the Price Anderson Amendments Act of 2005 Per A.L. 2012-10)

(a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) Definitions. The definitions set out in the Act shall apply to this clause.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

(d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or $500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by- product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity, or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;
2. Contributory negligence;
3. Assumption of risk; or
4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor- owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(h) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(g) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the

Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

(l) Effective Date. This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUN 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

H.4.3.5 Environmental Remediation

(a) With respect to any chemical or radioactive contamination in soil, groundwater, air, surface water, facilities and structures (whether subsurface or above ground) arising from activities conducted by any party (or its agent or subcontractor) in performance of this Contract or its predecessor during the term of the Lease (see Appendix F, Lease Agreement of this Contract), DOE shall be responsible for investigations, monitoring, clean-up, containment, restoration, removal, decommissioning and all other remedial activity (including costs for defense of litigation related thereto), subject to and in compliance with all governing laws, regulations, the terms of this Contract, and the terms of the Lease at Section 12, Government's Environmental Obligations..

(b) The relative rights and obligations of the parties with respect to management and operating activities on the site during the term of this Contract are governed by the other provisions of this Contract. This clause and the rights and obligations hereunder shall survive expiration or termination of this Contract, notwithstanding any release which does not expressly address the terms of this clause. The obligations of DOE under this clause are subject to the availability of appropriated funds, or in the event of a claim, the terms of the Contracts Disputes Act. DOE will use its best efforts to obtain funds to meet all of its obligations under this clause. Without limiting the applicable remedies, any failure to agree on liability or the amount of payment to the Contractor is a dispute under the terms of the Contract Disputes Act.

H.4.3.6 Pre-Existing Conditions (DEAR 970.5231-4)(Dec 2000) Alternate I (Dec 2000)

(a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before the effective date of this modification, in conjunction with the management and operation of the Laboratory, shall be deemed incurred under Contract No. DE-AC02-76SF00515 in effect prior to October 1, 2012.

(b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

H.4.3.7 Contractor Acceptance of Notices of Violations, Alleged Violations, Fines and Penalties

(a) The Contractor shall accept, in its own name, service of notices of violations or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.

(b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.4.3.8 Allocation of Responsibilities for Contractor Environmental Compliance Activities

(a) The Parties commit to full cooperation with regard to acquiring any necessary permits or licenses required by environmental, safety and health (ES&H) laws, codes, ordinances, and regulations of the United States, states or territories, municipalities or other political subdivisions, and which are applicable to the performance of work under this Contract. It is recognized that certain ES&H permits will be obtained jointly as co-permittees, and other permits will be obtained by either party as the sole permittee. The Contractor, unless otherwise directed by the Contracting Officer, shall procure all necessary non-ES&H permits or licenses.

(b) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "Parties," for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, compliance agreements, permits, and licenses.

(c) (1) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty party or both parties without regard to the allocation of responsibility or liability under this Contract. This Contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. The allowability of the costs associated with fines and penalties assessed against the Contractor shall be subject to the other provisions of this Contract.

(2) In the event that the Contractor is deemed to be the primary party causing the violation, and the costs of fines and penalties proposed by the regulatory agency to be assessed against the Government (or the Government and Contractor jointly) are determined by the Government to be presumptively unallowable if allocated against the Contractor, then the Contractor shall be afforded the opportunity to participate in negotiations to settle or mitigate the penalties with the regulatory authority. If the Contractor is the sole party of the enforcement action, the Contractor shall take the lead role in the negotiations and the Government shall participate and have final authority to approve or reject any settlement involving costs charged to the contract.

(d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this Contract, and the Contractor has been directed by the Contracting Officer to obtain such permits after the Contractor has notified the Contracting Officer of the costs of complying with such conditions, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with the acceptable form of financial responsibility. Under no circumstances shall the Contractor be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

H.4.3.9 Insurance – Litigation and Claims (DEAR 970.5228-1)(July 2013)

(a) The contractor must comply with 10 CFR part 719, Contractor Legal Management Requirements, if applicable.

(b) (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.

(2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.

(3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.

(c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this Contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this Contract is reimbursable to the extent determined by the Contracting Officer.

(d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this Contract, the contractor shall be reimbursed—

(1) For that portion of the reasonable cost of bonds and insurance allocable to this Contract required in accordance with contract terms or approved under this clause, and

(2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the clause of this Contract entitled “Obligation of Funds.”

(e) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this Contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(f) (1) Notwithstanding any other provision of this Contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgments and settlements—

(i) Which are otherwise unallowable by law or the provisions of this Contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;

(ii) For which the contractor has failed to insure or to maintain insurance as required by law, this Contract, or by the written direction of the Contracting Officer; or

(iii) Which were caused by contractor managerial personnel's —

(A) Willful misconduct;

(B) Lack of good faith; or

(C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.

(2) The term “contractor's managerial personnel” is defined in the Property clause in this Contract.

(g) (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.

(2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.

(3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

(h) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance

H.4.3.10 [Reserved]

H.4.3.11 Paid Leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to Maintain Employees and Subcontractors in a Ready State added by M984; modified by M999 by M1012

(a) The Contractor may submit for reimbursement and the Government (without requiring consideration but precluding additional fee) will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID–19.

(2) The costs are incurred from January 31, 2020 through September 30, 2021.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARE Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement--

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

(2) Its request reflects or will reflect as soon as known, all applicable credits, including

(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and

(ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

H.4.3.12 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (December 2024) applicable as of 07/24/2026; the prior version of this clause applies before this date

(a) *Definitions.* Except as otherwise specified within this clause, all definitions set forth in the Atomic Energy Act of 1954, as amended (hereinafter called the Act), shall apply to this clause.

"Extraordinary nuclear occurrence" means an event that DOE has determined to be such an occurrence, as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

"Public liability," referred to below, is public liability as defined in the Act, which (1) arises out of or in connection with the activities under this contract, including transportation; and (2) arises out of or results from a nuclear incident or precautionary evacuation.

(b) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Act.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (a) of this clause. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.

(d) Indemnification. To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in paragraph (a) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or $2,000,000,000 in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(e) (1) *Waiver of defenses.* In the event of a nuclear incident (as defined in the Act) arising out of nuclear waste activities (as defined in the Act), the Contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence that—

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive—

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to negligence, contributory negligence, assumption of risk, or unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and any issue or defense based on any statute of limitations, if suit is instituted within three years of the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) For the purposes of making a determination of whether or not there has been an extraordinary nuclear occurrence, "offsite," as used in 10 CFR part 840, means "away from the contract location," a phrase that means any DOE facility, installation, or site at which contractual activity under this contract is being carried out, and any contractor-owned or controlled facility, installation, or site at which the Contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth in paragraph (e) of this clause—

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to any injury or damage to a claimant (or claimant's property) that is intentionally sustained by the claimant, or that results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim not within the protection afforded under

(A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) Notification and litigation of claims. The Contractor shall give immediate written notice to DOE of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (a) of this clause. Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE copies of all pertinent papers received by the Contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to:

(1) Require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and

(2) Appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this contract.

(h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the Disputes clause, provided, however, that this clause is subject to the clauses at 48 CFR 52.203-5, Covenant Against Contingent Fees, and 970.5232-3, Accounts, Records, and Inspection, and any provisions later added to this contract, as required by applicable Federal law, including statutes, Executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) Civil penalties. The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders, and pursuant to section 234C of the Act, for violations of applicable DOE worker safety and health related rules, regulations, and orders. If the Contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any one-year period (as determined by the Secretary) under this contract.

(j) Criminal penalties. Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowingly and willfully violating the Act, and applicable DOE nuclear safety-related rules, regulations or orders for which violation results in, or if undetected, would have resulted in a nuclear incident.

(k) Inclusion in Subcontracts. The Contractor shall insert this clause in any subcontract that may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (a) of this clause. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract

H.4.3.13 Definition of Unusually Hazardous or Nuclear Risk for FAR Clause 52.250-1 Indemnification Under Public Law 85-804

(a) The term "a risk defined in this contract as unusually hazardous or nuclear" as used in FAR Clause 52.250-1 means the risk of legal liability to third parties (including legal costs as defined in paragraph jj. of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2014jj., notwithstanding the fact that the claim or suit may not arise under section 170 of said Act) arising from actions or inactions in the course of the following performed by the Contractor under this contract:

(1) Participation in tasks or activities by the Contractor or its subcontractors on or after March 13, 2020 through June 30, 2020 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration, including work for others, as an element of activities taken now and through June 30, 2020

in response to COVID-19, including but not limited to efforts to test for the presence of COVID-19, to provide equipment and resources to address COVID-19, and to develop treatments and vaccines for COVID-19, to the extent the task or activity is not exempt from liability under the Public Readiness and Emergency Preparedness Act (PREP Act) or other law, or the exemption under the PREP Act or other law is limited in scope or amount which is not sufficient to provide complete protection against the liability to which the contractor is exposed.

(b) The unusually hazardous or nuclear risks described above are indemnified only to the extent that they are not covered by the Price-Anderson Act (section 170d. of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210d.) or where the indemnification provided by the Price-Anderson Act is limited by the restriction on public liability imposed by section 170e. of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210e.) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the contractor is exposed.

Relevant FAR Clauses

FAR 52.250.1 – Indemnification Under Public Law 85-804 (Apr 1984)Alt I (Apr 1984)

H.4.4 Community Engagement

H.4.4.1 Lobbying Restrictions

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.4.4.2 Reserved by M911

H.4.4.3 Public Affairs (DEAR 952.204-75)(Dec 2000)(DEVIATION for RWG)(Aug 2016)

(a) For purposes of this clause, the required clearances and approvals shall not be construed as permitting prior restraint as to publication of results of SLAC research deriving from its public domain fundamental research, through papers or presentations at conferences or seminars. Further, advance clearances or approvals are not required in emergency situations or when urgent communication is necessary to prevent harm to the Laboratory or the surrounding community.

(b) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.

(c) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

(d) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.

(e) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

(f) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.

(g) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

(h) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

H.5 – Environment, Safety and Health and Environmental Protection

Section H.5 addresses requirements relating to sustaining excellence and enhancing the effectiveness of integrated safety, health, and environmental protection, including by providing an efficient and effective (1) Worker Health and Safety Program and (2) environmental management system.

H.5.0 Integrated Safety, Health, and Environmental Protection

H.5.0.1 Integration of Environment, Safety & Health Into Work Planning and Execution (DEAR 970.5223-1)(Dec 2000)(DEVIATION for RWG)(Aug 2016)

(a) The Integrated Safety and Environmental Management System (ISEMS) is the system that establishes the environmental, safety, and health processes that support the safe performance of all Laboratory work. The term "safety," solely as used in connection with the ISEMS for the Laboratory, includes in addition to its ordinary meaning pollution prevention and waste minimization.

(b) ISEMS requirements applicable to the Contractor and certain Subcontractors are addressed in Section H.5 of the Contract, the Conditional Payment of Fee clause, DOE Policy 450.4 referenced in Appendix C, and applicable sections of 10 C.F.R. 851 and 10 C.F.R. 835.

H.5.0.2 Stop Work

All Federal and contractor employees have the right to stop unsafe and imminently hazardous work activities related to safety, health, and the environment without fear of reprisal

H.5.0.3 External Regulation

The Parties commit to full cooperation with regard to complying with any statutory mandate regarding external regulation of Laboratory facilities, whether by the Occupational Safety and Health Administration, the Environmental Protection Agency, and/or State and local entities with regulatory oversight authority, and including but not limited to the conduct of pilot programs simulating external regulation, and the application for materials, facilities, or other licenses by or on behalf of the DOE. In the event that external regulations conflict, the DOE Head of Field Element shall determine the most applicable regulation and notify SLAC accordingly.

H.5.0.4 Integrated Safety Management Policy (DOE Policy 450.4A, Chg. 1 (Min.Chg.) (1/18/2018))

The Contractor shall comply with Policy 450.4A, Chg. 1 (Min.Chg.), as agreed to with the DOE SLAC Site Office.

H.5.1 Environment, Safety and Health Reporting

H.5.1.1 Reserved

H.5.1.2 Reserved

H.5.1.3 Epidemiological Studies of Workers at the Site

(a) The Contractor shall cooperate in the conduct of epidemiological studies of workers at the contract site to include health related programs and projects, or public health activities required by law, performed by personnel, contractor personnel, grantees and cooperative agreement participants of the Department of Health and Human Services (HHS), pursuant to a Memorandum of Understanding between DOE and HHS, or those performed by the DOE Office of Environment, Safety and Health,

its contractors, grantees, participants in cooperative agreements, and collaborating researchers. The conduct of these studies requires access by researchers to personal information about workers including historical and current data on work assignments and duties, medical history, and exposure to radiation, toxins, and other occupational hazards. Access to Contractor-owned records containing personal information is governed by DEAR 970.5204-3, Access to and Ownership of Records. The studies may also require access by researchers to workers for personal interviews during normal work hours.

The Contractor understands that its cooperation in such studies is an integral part of addressing the health and safety of workers at the site and that it may be reimbursed for reasonable costs associated with assisting the various agencies. The Contractor shall identify a point of contact for coordinating this work and for assuring that responses are timely, and shall submit to the Contracting Officer for approval procedures for liaison with external researchers carrying out such work.

(b) Nothing in this clause shall relieve personnel performing epidemiological studies at the site from observing applicable federal and state laws, regulations and directives governing the conduct of human subjects research, access to classified information, and the privacy of personal information; and it is acknowledged that the Contractor, as the custodian and/or owner of records maintained at the site, has certain contractual and other legal obligations to ensure compliance with such laws, regulations and directives.

H.5.2 Health and Safety Program

H.5.2.1 Worker Safety and Health

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program (WSHP).

(1) 10 CFR 851.23 contains both regulatory and consensus standards. When consensus standards are updated the Contractor will update the WSHP and develop a schedule to implement consensus standards for approval by the DOE SLAC Site Office. No enforcement actions pertaining to changes in consensus standards will be taken against the Contractor before implementation is complete as stated in the agreed schedule.

(2) In recognition of the fact that the American Conference of Governmental Industrial Hygienists (ACGIH) specifically states that values listed are intended for recommendation or guidelines for use in the practice of industrial hygiene, and that they are not developed for use as legal standards and ACGIH does not advocate their use as such, the Contractor shall use ACGIH Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices as guidelines only and in the manner stated in the Policy Statement on The Uses of TLVs and BEIs as approved by the ACGIH Board of Directors, March 1, 1988.

(3) The Contractor shall incorporate ACGIH TLVs & BEIs into its Worker Safety and Health Program, as appropriate, based on the evaluation and recommendation by subject matter experts trained in the discipline of industrial hygiene with an understanding of the philosophical and practical basis for the uses and limitations as intended by ACGIH. These TLVs & BEIs will be documented in the Contractor's WSHP and approved by DOE SLAC Site Office on an annual basis.

(b) The Contractor shall inform the DOE SLAC Site Office, of a job-related injury or illness that is classified as recordable under OSHA rules (29 CFR 1910.1904). Such notification shall be made within 1 business day of the Contractor becoming aware of such an incident. Upon request, the Contractor shall provide a copy of the incident investigation and supporting documentation to the DOE SLAC Site Office.

(c) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause. After receipt of such notice, the Contractor shall provide a Corrective Action Plan (CAP) within 30 days of notification unless otherwise agreed to by the DOE SLAC Site Office. The CAP will describe what corrective actions will be taken to address the noncompliance.

(d) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H.5.3 Facility Safety

H.5.3.1 Reserved

H.5.3.2 Aviation Management and Safety

The Contractor shall comply with the Stanford University policy concerning unmanned aircraft systems flights meeting all applicable Federal Aviation Administration requirements. The details of the University's policy can be found at: https://doresearch.stanford.edu/policies/research-policy-handbook/environmental-health-and-safety/operation-unmanned-flying-vehicles.

H.5.3.3 SLAC Human Subjects Research Program Policy (DOE Order 443.1D (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 443.1D.

H.5.4 Radiation Safety

H.5.4.1 Safety of Accelerators (DOE Order 420.2E (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 420.2E.

H.5.4.2 Radiation Protection of the Public and the Environment (DOE Order 458.1, Chg. 5(01/30/2025))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 458.1.

H.5.4.3 Control of Nuclear Materials

As used in this clause, the term "nuclear materials" means special nuclear material controlled and accounted for as SNM and graded safeguards as listed in DOE Order 470.7 Safeguards and Security Program (08/05/2026), Attachment 2, Table 1, Table 2, and Table 3, respectively.

The Contractor shall, in a manner satisfactory to the Contracting Officer, establish and maintain a materials management program, establish and maintain appropriate nuclear material transfer procedures and control measures, establish accounting and measurement procedures, maintain current records, and institute appropriate control measures for nuclear materials in accordance with the DOE SLAC Site Office approved Nuclear Material Control and Accountability Plan. Except as otherwise authorized by the Contracting Officer, nuclear materials in the Contractor's possession, custody, or control shall be used only for furtherance of the work under this Contract. The Contractor shall include in every subcontract involving the use of nuclear materials for which the Contractor has accountability, appropriate terms and conditions for the use of nuclear materials and the responsibilities of the subcontractor regarding control of nuclear materials.

H.5.4.4 Radioactive Waste Management Manual (DOE Manual 435.1-1, Chg 2 (Admin Chg) (6/8/2011))

The Contractor shall comply with DOE Manual 435.1-1, Chg 2 (Admin. Chg), Chapters I and IV, which are the only applicable chapters, as agreed to with the DOE SLAC Site Office.

H.5.5 Nanomaterials Safety

H.5.5.1 The Safe Handling of Unbound Engineered Nanoparticles (DOE Order 456.1B (08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan for DOE Order 456.1B.

Relevant FAR Clauses

Stop Work

FAR 52.242-15 - Stop Work Order (Aug 1989)(Alternative I)(Apr 1984)

Waste Management

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026)

FAR 52.223-5 Pollution Prevention And Right-To-Know Information (MAY 2024)

FAR 52.223-10 Waste Reduction Program (MAY 2024)

H.6 - Business Systems

Section H.6 addresses requirements relating to efficient, effective, and responsive business systems and resources that enable the successful achievement of the Laboratory Mission, including the requirements to provide an efficient, effective, and responsive (1) financial management system; (2) acquisition management and property management system; (3) human resources management system; (4) contractor assurance and internal audit and quality systems; and (5) transfer of knowledge and technology and commercialization of intellectual assets.

H.6.0 Contract Management

H.6.0.1 No Third Party Beneficiaries

This Contract is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This clause is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.6.0.2 Disclosure of Information (DEAR 952.204-72)(Apr 1994)

(a) It is mutually expected that the activities under this Contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this Contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing if and when classified information becomes involved, or in the mutual judgment of the Parties it appears likely that classified information or material may become involved. The Contractor shall have the right to terminate performance of the work under this Contract and in such event the provisions of this Contract respecting termination for the convenience of the Government shall apply.

(b) The Contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.

(c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

H.6.0.3 Identifying and Protecting Official Use Only Information (Applicable only until 11/1/2024, the inclusion of the SCP for the CUI order in the M&O contract)

The Contractor will protect Official Use Only information using the University's information protection procedures, including confidentiality policies specified in the Administrative Guide at Sections 1.1, 1.6.1, and 6.3.1, and the University's risk classification guidelines available at https://uit.stanford.edu/guide/riskclassifications.

H.6.0.4 Access to and Ownership of Records (DEAR 970.5204-3)(Oct 2014)(DEVIATION)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this Contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government;

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this Contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this Contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72, or whenever an on-site subcontract scope of work:

(i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or:

(ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in:

(A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2);

(B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850;

(C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or

(D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

H.6.0.5 Priorities and Allocations (Atomic Energy)(DEAR 952.211-71)(Apr 2008)

The Contractor shall follow the provisions of Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) in obtaining controlled materials and other products and materials needed to fill this Contract.

H.6.0.6 Reduction or Suspension of Advance, Partial, or Progress Payments (DEAR 970.5232-1) (Dec 2000)

(a) The Contracting Officer may reduce or suspend further advance, partial, or progress payments to the Contractor upon a written determination by the Senior Procurement Executive that substantial

evidence exists that the Contractor's request for advance, partial, or progress payment is based on fraud.

(b) The Contractor shall be afforded a reasonable opportunity to respond in writing.

H.6.0.7 Organizational Conflicts of Interest (DEAR 952.209-72)(Aug 2009)(Alternate 1 – Aug 2009)

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this Contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this Contract for a period of (Contracting Officer see 48 CFR 909.507-2 and enter specific term) years after the completion of this Contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this Contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this Contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this Contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this Contract or until

such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this Contract for its private purposes consistent with paragraphs (b)(2)(i)(A) and (D) of this clause and the patent, rights in data, and security provisions of this Contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Contract, occur during the performance of this Contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this Contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) Subcontracts.

(1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract, " "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this Contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of

interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

H.6.0.8 Real Property Asset Management (SC Alternate) (Apr 2017)

(a) The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring of their business processes and management practices, and the use of standard industry practices and standards as applicable. The contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(b) Contractor shall:

(1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.

(2) Perform physical condition and functional utilization assessments on each real property assets at least once every five-year period or at another risk-based interval as approved by SC-1 based on industry leading practices, voluntary consensus standards, and customary commercial practices.

(3) Establish a maintenance management program including: a computerized maintenance management system (CMMS); a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair (DM) or repair needs; management of the DM backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expeditions for maintenance, repair, and removal at the asset level.

(4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and verified annually.

H.6.0.9 Disposal of Real Property

Disposal of any permanent or temporary interest in real property shall require the prior approval of the Contracting Officer.

Relevant FAR Clauses

FAR 52.252-6 Authorized Deviations in Clauses (DEVIATION Dec 2025)

FAR 52.253-1 Computer Generated Forms (Jan 1991)

FAR 52.203-3 Gratuities (Apr 1984)

FAR 52.203-7 Anti-Kickback Procedures (Jun 2020)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

FAR 52.203-5 Covenant Against Contingent Fees (May 2014)

FAR 52.204-13 System for Award Management – Maintenance (DEVIATION Nov 2025)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Nov 2025)

FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

FAR 52.232-24 Prohibition of Assignment of Claims (May 2014)

FAR 52.233-1 Disputes (DEVIATION Nov 2025) Alternate I (DEVIATION Nov. 2025)

FAR 52.233-3 Protest After Award (Nov 2025) Alternate 1 (DEVIATION Nov 2025)

> The term "protest" in FAR 52.233-3, Protest After Award (Alternate I) shall mean a protest brought against the competition and award, or the decision to extend, this M&O contract upon the expiration of its term on September 30, 2017; it does not apply to the routine procurements carried out on a daily basis by SLAC.

FAR 52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION Nov 2025)

FAR 52.236-8 Other Contracts (DEVIATION Aug 2025)

FAR 52.237-3 Continuity of Services (Jan 1991)

FAR 52.242-13 Bankruptcy (Jul 1995)

FAR 52.249-6 Termination (Cost-Reimbursement)(May 2004) As Modified By DEAR 970.4905-1 (Dec 2000)

FAR 52.249-14 Excusable Delays (Apr 1984)

H.6.1 Financial Management

H.6.1.1 Financial Management System (DEAR 970.5232-7)(Dec 2024)

(a) The Contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements. In addition, the Contractor shall maintain and administer a financial management system that is in accordance with Generally Accepted Accounting Principles (GAAP) for Federal entities, as defined by the Federal Accounting Standards Advisory Board and implemented by the DOE Financial Management Handbook and other implementing policies. The financial system will also permit the proper allocation of costs to separately funded activities consistent with Cost Accounting Standards (CAS), as defined by 48 CFR part 9900 and any implementing DOE policies and ensures that accountability for the assets can be maintained.

(b) The Contractor shall submit to the Contracting Officer for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. The Contractor shall notify DOE thirty (30) days in advance of any planned implementation of any substantial changes to the plan and, as requested by the Contracting Officer, shall submit any such changes to the Contracting Officer for written approval before implementation.

H.6.1.2 Reserved

H.6.1.3 Accounts, Records and Inspection (DEAR 970.5232-3)(Dec 2024)

(a) *Accounts.* The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) *Inspection and audit of accounts and records.* All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause 970.5204-3, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Contractor shall afford DOE proper facilities for such inspection and audit.

(c) *Audit of subcontractors' incurred costs.* If the subcontractor's incurred costs are a factor in determining the amount the Contractor pays the subcontractor and submits to the Government for reimbursement, the Contractor shall: perform a sufficient amount of audit work (that the Contractor's internal auditor or the Contracting Officer agrees is sufficient) of its subcontractor's incurred costs to provide reasonable assurance the costs are allowable; or arrange for an audit by the cognizant government audit agency through the Contracting Officer of its subcontractor's incurred costs.

(d) *Disposition of records.* Except as agreed upon by the Government and the Contractor, 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 Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract,

including provisions of Clause 970.5204-3, Access to and Ownership of Records, all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

(e) *Reports.* The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

(f) *Inspections.* The DOE shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.

(g) *Subcontracts.* The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Comptroller general.

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's or subcontractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this contract shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this contract.

(i) *Internal audit.* The Contractor agrees to design and maintain an internal audit plan and an internal audit organization.

(1) Upon contract award, the exercise of any contract option, or the extension of the contract, the Contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe—

(i) The internal audit organization's placement within the Contractor's organization and its reporting requirements;

(ii) The audit organization's size and the experience and educational standards of its staff;

(iii) The audit organization's relationship to the corporate entities of the Contractor;

(iv) The standards to be used in conducting the internal audits;

(v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;

(vi) The intended use of external audit resources;

(vii) The plan for audit of subcontracts, both pre-award and post-award; and

(viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE Contracting Officer.

(2) By each January 31 of the contract performance period, the Contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.

(3) By each June 30 of the contract performance period, the Contractor must submit to the Contracting Officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.

(4) The Contracting Officer may require revisions to documents submitted under paragraphs (i)(1), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.

(j) *Remedies.* If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the Contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the Contracting Officer may, in his or her sole discretion, require the Contractor to cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the Contracting Officer, where he or she deems it appropriate, may: Impose a penalty under 48 CFR 970.5242-1, Penalties for Unallowable Costs; require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.

H.6.1.4 Integrated Accounting (DEAR 970.5232-8)(PF 2022-23)(OCT 2021)

Integrated accounting procedures are required for use under this contract. The Contractor's financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of corresponding accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's primary accounting system for reporting financial activity under this contract in accordance with requirements imposed by the Contracting Officer pursuant to the Laws, Regulations, and DOE Directives clause of this contract.

H.6.1.5 Liability with Respect to Cost Accounting Standards (DEAR 970.5232-5)(Dec 2000)

(a) The contractor is not liable to the Government for increased costs or interest resulting from its failure to comply with the clauses of this Contract entitled, "Cost Accounting Standards," and "Administration of Cost Accounting Standards," if its failure to comply with the clauses is caused by the contractor's compliance with published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Procurement Executive.

(b) The contractor is not liable to the Government for increased costs or interest resulting from its subcontractors' failure to comply with the clauses at FAR 52.230-2, "Cost Accounting Standards," and FAR 52.230-6, "Administration of Cost Accounting Standards," if the contractor includes in each covered subcontract a clause making the subcontractor liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses; and the contractor seeks the subcontract price adjustment and cooperates with the Government in the Government's attempts to recover from the subcontractor.

H.6.1.6 Advanced Understanding Regarding Additional Items of Allowable and Unallowable Costs and Other Matters

Allowable costs under this Contract shall be determined according to the requirements of DEAR 970.5232-2, Payments and Advances. For purposes of effective Contract implementation, certain items of costs are being specifically identified below as allowable and/or unallowable under this Contract to the extent indicated:

(a) Items of Allowable Costs:

(1) Costs incurred or expenditures made by the Contractor, as directed, approved or ratified by the Contracting Officer and not unallowable under any other provisions of this Contract.

(2) The cost of stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this Contract but are participating in research, educational or training activities under this Contract are allowable to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved in writing by the Contracting Officer.

(b) Items of Unallowable Costs:

(1) Premium Pay for wearing radiation-measuring devices for Laboratory and all-tier cost-type subcontract employees.

(2) Home office expenses, whether direct or indirect, relating to activities of the Contractor, except as otherwise specifically agreed to in writing by the Contracting Officer.

H.6.1.7 Penalties for Unallowable Costs (DEAR 970.5242-1)(Aug 2009)

(a) Contractors which include unallowable cost in a submission for settlement for cost incurred, may be subject to penalties.

(b) If, during the review of a submission for settlement of cost incurred, the Contracting Officer determines that the submission contains an expressly unallowable cost or a cost determined to be unallowable prior to the submission, the Contracting Officer shall assess a penalty.

(c) Unallowable costs are either expressly unallowable or determined unallowable.

(1) An expressly unallowable cost is a particular item or type of cost which, under the express provisions of an applicable law, regulation, or this Contract, is specifically named and stated to be unallowable.

(2) A cost determined unallowable is one which, for that Contractor—

(i) Was subject to a Contracting Officer's final decision and not appealed;

(ii) The Civilian Board of Contract Appeals or a court has previously ruled as unallowable; or

(iii) Was mutually agreed to be unallowable.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its submission for settlement of cost incurred is—

(1) Expressly unallowable, then the Contracting Officer shall assess a penalty in an amount equal to the disallowed cost allocated to this Contract plus interest on the paid portion of the disallowed cost. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97); or

(2) Determined unallowable, then the Contracting Officer shall assess a penalty in an amount equal to two times the amount of the disallowed cost allocated to this Contract.

(e) The Contracting Officer may waive the penalty provisions when—

(1) The Contractor withdraws the submission before the formal initiation of an audit of the submission and submits a revised submission;

(2) The amount of the unallowable costs allocated to covered contracts is $10,000 or less; or

(3) The Contractor demonstrates to the Contracting Officer's satisfaction that—

(i) It has established appropriate policies, personnel training, and an internal control and review system that provides assurances that unallowable costs subject to penalties are precluded from the Contractor's submission for settlement of costs; and

(ii) The unallowable costs subject to the penalty were inadvertently incorporated into the submission.

H.6.1.8 Reserved

H.6.1.9 Cooperation with the Office of Inspector General (DOE Order 221.2A (Section 6 and CRD Only)(2/25/2008))

The Contractor shall comply with applicable portions of Section 6 and the Contractor Requirements Document to address DOE Order 221.2A, as agreed with the DOE SLAC Site Office.

H.6.1.10 Reporting Fraud, Waste & Abuse to the Office of Inspector General (DOE Order 221.1A (CRD Only)(4/19/2008))

The Contractor shall comply with applicable portions of the Contractor Requirements Document to address DOE Order 221.1A, as agreed with the DOE SLAC Site Office.

H.6.1.11 Reserved

H.6.1.12 Obligations of Funds (DEAR 970.5232-4)(Dec 2000)

(a) Obligation of funds. The amount presently obligated by the Government with respect to this Contract is $9,002,775,836.84. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this Contract). Estimated collections from others for work and services to be performed under this Contract are not included in the amount presently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this Contract. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans established by DOE and furnished to the Contractor from time to time under this Contract.

(b) Limitation on payment by the Government. Except as otherwise provided in this Contract and except for costs which may be incurred by the Contractor pursuant to the Termination clause of this Contract or costs of claims allowable under the contract occurring after completion or termination and not released by the Contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this Contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this Contract, less the Contractor's fee and any negotiated fixed amount. Unless expressly negated in this Contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this Contract shall be subject to the availability of—

(1) collections accruing to the Contractor in connection with the work under this Contract and processed and accounted for in accordance with applicable requirements imposed by the

Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this Contract; and

(2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

(c) Notices-Contractor excused from further performance. The Contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the Contractor's best estimate of collections to be received and available during the day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only days and to cover the Contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the Contractor's fee then earned but not paid and any negotiated fixed amounts, is in the Contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this Contract, the Contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this Contract.

(d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this Contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees—

(1) To comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;

(2) To comply with other requirements of such plans and directives; and

(3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.

(e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this Contract.

H.6.1.13 Strategic Partnership Project Authorization (DEAR 970.5232-6)(Apr 2015)

Any uncollectible receivables resulting from the Contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the Contractor, and the United States Government shall have no liability to the Contractor for the Contractor's uncollected receivables. The Contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the Contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The Contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the Contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The Contractor's utilization of contractor corporate funds does not relieve the Contractor of its responsibility to comply with all requirements for Strategic Partnership Projects applicable to this Contract.

H.6.1.14 Pricing of Departmental Materials (DOE Order 522.1B (CRD Only)(08/05/2026)

The Contractor shall comply with applicable portions of DOE Order 522.1B.

H.6.1.15 Special Financial Institution Account Agreement

The Contractor shall provide, in accordance with DOE requirements, a Special Financial Institution Account Agreement which shall continue to be in place throughout the performance of the contract. The agreement is included in Section J, Appendix B.

H.6.1.16 Payments and Advances (DEAR 970.5232-2)(December 2024)

(a) *Installments of fixed-fee*. The fixed -fee payable, if applicable, under this contract shall become due and payable in periodic installments in accordance with a schedule determined by the Contracting Officer. Fixed-fee payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No fixed-fee payment may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.

(b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds.

(c) Timing of payments. Funds for payments of allowable costs, including payments for pension plan contributions, shall be drawn from the special financial institution account when those payments are made, not when the costs are accrued.

(d) Special financial institution account—use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix—"___". The contractor will follow current procedures and requirements for establishing and managing the special financial institution account that are stated in the Department's Financial Management Handbook and relevant Department of Treasury rules.

(e) Use of the special financial institution account for unallowable costs. Government funds in the special financial institution account shall be used only for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer.

(f) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

(g) Financial settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after—

(1) Compliance by the Contractor with DOE's patent clearance requirements; and

(2) The furnishing by the Contractor of—

(i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;

(ii) A closing financial statement;

(iii) The accounting for Government-owned property required by the clause entitled "Property"; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions—

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one

(*1*) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not (see Contract Clause, 48 CFR 970.5228-1, Insurance—Litigation and Claims);

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(i) Any claim which the Government may have against the Contractor in connection with this contract; and

(ii) Deductions due under the terms of this contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due, and any balance shall be returned to the Government forthwith.

(h) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

(i) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.

(j) Collections. All collections accruing to the Contractor in connection with the work under this contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

(k) Review and approval of costs incurred. The Contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 308), as amended, and the False Claims Act (31 U.S.C. 3279, et seq.). DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the Contractor in accordance with DOE accounting policies, but will not relieve the Contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

(l) Determining allowable costs. Regardless of contractor type, the Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.

H.6.1.17 Laboratory Facilities [(b)(3)(iii)revised by M1038]

DOE agrees to continue to furnish and make available to the Contractor, for its possession and use in performing the work under this performance-based management and operating Contract, the Laboratory facilities designated as follows:

(a) The Government-leased land, and Government-owned buildings, utilities, equipment, installations, other facilities and associated environmental media and other facilities situated at the Laboratory site in the County of San Mateo, State of California, designated as 2575 Sand Hill Road, Menlo Park, California 94025.

(b) Government-owned or leased facilities at such other locations as may be approved by DOE for use under this Contract.

(1) DOE reserves the right to make part of the above-mentioned land or facilities (excluding those provided by Stanford pursuant to (3) below) available to other Government agencies or other users, consistent with the Performance Work Statement and the Lease Agreement, with the understanding that DOE will not unreasonably interfere with the responsibilities and undertakings of the Contractor. Before exercising its right to make any part of the land or facilities available to another agency or user, DOE will confer with the Contractor.

(2) Subject to mutual agreement, other facilities may be used in the performance of the work under this Contract.

(3) To the extent activities performed under this Contract involve the use of University facilities and equipment ("Space"), the charge for that Space shall be deemed a predetermined annual rental cost.

(i) On or about September 1, SLAC shall submit to the Contracting Officer for approval a letter identifying the amount of Space and the associated costs for the upcoming DOE fiscal year.

(ii) The costs shall be based on the University's Space costs as most recently proposed to or agreed with the University's cognizant Federal agency.

(iii) The cost calculations will be based on the methodologies described in the University's Indirect Cost Proposals and CAS Disclosure Statement (DS-2). DOE's reimbursement of these costs will not exceed those permissible under FAR 31.2.

H.6.1.18 Reserved by M911

H.6.1.19 Official Travel (DOE Order 550.1A (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 550.1A.

H.6.1.20 Conference Management

The Contractor agrees that:

(a) The contractor shall ensure that contractor-sponsored conferences, and contractor participation in DOE conferences sponsored by a Departmental Element, reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor shall ensure its sponsored conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is first defined by the Federal Travel Regulation (FTR) as "[a]meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404." Additionally, the Department's conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.

(c) Contractor-sponsored conferences include those events that meet the Department's expanded conference definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates, and conference participation.

(d) Merely providing the contractor's facility space for a conference, or contractor staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.

(e) The contactor will provide information on conferences they plan to sponsor, when expected costs exceed $100,000 in net costs to the Department, in the Department's Conference Management Tool (CMT), including:

1) Conference title, description, and date
2) Location and venue

3) Description of any unusual expenses (e.g., promotional items)
4) Description of contracting procedures used (e.g., competition for space/support)
5) Costs for space, food/beverages, audio visual, travel/per diem, attendee registration costs
6) Number of attendees

(f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the Laboratory Director (or equivalent) and approved by the Chief Financial Officer.

(g) For DOE-sponsored conferences (i.e., sponsored by a Departmental Element), the contractor will not expend funds on the proposed conference that exceeds $100,000 in net estimated DOE cost, until it is approved in the CMT by the management of the Departmental Element sponsoring the conference,

1) DOE-sponsored conferences include events that meet the Department's expanded conference definition, and a Departmental Element holds the role of primary decision-maker for key planning items such as conference theme, agenda, location/venue, dates and conference participation.

2) Merely providing Federal facility space for a conference, or Federal staff participating in a conference, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.

3) The contractor will provide cost and attendance information on their participation in all DOE sponsored conferences in the DOE Conference Management Tool.

(h) For conferences sponsored by a non-DOE external entity, the contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA.

(i) Contractors are not required to enter participation or cost information on conferences sponsored by a non-DOE external entity in DOE'S Conference Management Tool.

H.6.1.21 Contractor Employee Travel Discounts (DEAR 952.251-70)(Aug 2009)

(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.

(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.

(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.

(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.

(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts

(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler,

Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD
TO: Participating Vendor
SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR
(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.
SIGNATURE, Title and telephone number of Contracting Officer

H.6.1.22 State and Local Taxes (DEAR 970.5229-1)(Dec 2000)

(a) The contractor agrees to notify the Contracting Officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the Contract work, any transaction hereunder, or property in the custody or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the Contracting Officer has advised the contractor, is or may be inapplicable or invalid; and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. Any State or local tax, fee, or charge paid with the approval of the Contracting Officer or on the basis of advice from the Contracting Officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

(b) The contractor agrees to take such action as may be required or approved by the Contracting Officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the Contracting Officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the Contracting Officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this clause, the procedures and requirements of the clause entitled "Insurance-Litigation and Claims" shall apply and the costs and expenses incurred by the Contractor shall be allowable items of costs, as provided in this Contract, together with the amount of any judgment rendered against the contractor.

(c) The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

H.6.1.23 DEAR 970.5216-7 Allowable Cost and Payment (OCT 2021)(Deviation)(PF 2022-23)(OCT 2021)

(a) Invoicing.

(1) The Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances." The payments will only be for amounts determined to be allowable by the Contracting Officer in accordance with the: Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract; the Department of Energy Acquisition Regulation subpart 970.31 in effect on the date of this contract; and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs.

(1) The Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances." The payments will only be for allowable costs. For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made–

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government (the Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances");

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns*. The Government will make payments to the Contractor per DEAR 970.5232-2, "Payments and advances."

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(M) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(N) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf and https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State incometax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates*. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures*. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit*. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. The Government will make final payment to the Contractor per DEAR 970.5232-2, "Payments and advances."

H.6.1.24 Financial Management and Chief Financial Officer Responsibilities (DOE Order 520.1C (08/05/2026))

The Contractor shall comply with the CRD of DOE Order 520.1C.

Relevant FAR Clauses

FAR 52.230-2 Cost Accounting Standards (DEVIATION Nov 2025)

FAR 52.230-6 Administration of Cost Accounting Standards (DEVIATION Nov 2025)

FAR 52.232-17 Interest (May 2014)

FAR 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)

FAR 52.247-63 Preference for Privately Owned U.S.-Flag Commercial Vessels (Jan 2025)

FAR 52.229-8 Taxes – Foreign Cost-Reimbursement Contracts (Mar 1990)

FAR 52.215-23 Limit on Pass-Through Charges (Oct 2009)

FAR 52.242-4 Certification of Final Indirect Costs(PF 2022- 23)(Oct 2021)

H.6.2 Acquisition and Property Management

H.6.2.1 Formation and Administration of Subcontracts

(a) The Contractor shall award and administer all subcontracts under this Contract unless otherwise directed by DOE.

(b) The DOE reserves the right to direct the Contractor to assign to the DOE, or another Contractor, any subcontract awarded under this Contract.

(c) The DOE reserves the right to identify specific work activities in Section C "Performance Work Statement " to be removed (de-scoped) from the contract in order to contract directly for the specific

work activities. DOE will work with the Contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses. The Contractor agrees to facilitate these actions.

(d) Contractor Purchasing System

(1) Except where expressly stated in this Contract, the Contractor shall endeavor to employ best commercial procurement processes in the award and administration of purchase orders and subcontracts. Such processes will be supported by modern business systems to enable procurement operations and reporting.

(2) In addition to, and as a part of, the overall Contractor Assurance program, the Contractor shall establish a procurement compliance function internal to the procurement organization tailored to the scope of procurement operations that facilitates compliance with Contract requirements.

(3) The Contractor shall develop and use standard subcontract terms and conditions, appropriate to the type of items or services being acquired, to implement the requirements of this Contract. Significant deviations from the Contractor's standard terms and conditions shall be reviewed and approved by the Contractor's legal counsel, and documented in the Contractor's auditable records, prior to being incorporated into subcontracts written by Contractor procurement personnel.

(4) The Contractor shall seek to maximize use of effective competition for procurement actions above the Simplified Acquisition Threshold and document exceptions to competition above the Simplified Acquisition Threshold.

(5) For all procurement actions, the Contractor shall implement processes that support DOE decentralized purchasing initiatives and best commercial practices, including using a purchasing card, University procurement agreements that meet Contractor procurement requirements, commercial electronic marketplace tools, blanket ordering agreements, and master service agreements.

(e) Required Reports

(1) In addition to documents and reports required by other sections of the contract, the following procurement related reports are required:

(i) Cost Saving Reports. Contractor will prepare quarterly reports of strategic and "other" saves in a format provided to the Contractor by the Department

(f) The DOE SLAC Site Office will provide, in writing, procurement authority commensurate with the contractor performance metrics and formal oversight reviews. Any restrictions or limitations to the Contractor's procurement authority shall be noted on the written delegation of procurement authority. It is the intent of the DOE to rely on the Contractor's internal procurement compliance processes to ensure procurements meet the requirements of this Contract without further approval by the DOE for actions within the delegated thresholds.

H.6.2.2 Contractor Purchasing System (DEAR 970.5244-1) (DEC 2024)(SC Alternate 2018)

(a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44, as well as 48 CFR subpart 44.3. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's obligations include, among other things, retaining documentation to justify the cost on any flexibly priced subcontract or any subcontract with a

flexibly priced element. DOE reserves the right at any time to require that the Contractor submit for approval any or all subcontracts or purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the Contractor's purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals shall be performed against the criteria and measures set forth in 48 CFR part 44, subpart 44.3. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.

(b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of 48 CFR subpart 970.41.

(c) *Acquisition of real property.* Real estate or real property interests shall be acquired in accordance with 48 CFR part 917, subpart 917.74.

(d) *Advance notice of proposed subcontract awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.

(e) *Audit of subcontractors.*

(1) The Contractor shall provide for—

(i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and

(ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.

(2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.

(3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract or the contractor may employ external auditors to support mandatory subcontract audits required by this contract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.

(4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).

(f) Bonds and insurance.

(1) The Contractor shall require performance bonds in amounts as set forth in 48 CFR 28.102-2(b) for all fixed-priced and unit-priced construction subcontracts in excess of $150,000. The Contractor shall consider the use of performance bonds in fixed-price non-construction subcontracts, where appropriate.

(2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of $150,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The amounts shall be determined in accordance with 48 CFR 28.102-2(b).

(3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than $35,000, but not greater than $150,000, the Contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.

(4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.

(g) *Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of $500,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at $500,000 or less.

(h) *Construction and architect-engineer subcontracts.*

(1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted above the Simplified Acquisition Threshold.

(2) *Specifications.* Specifications for construction shall be prepared in accordance with the DOE publication entitled “General Design Criteria Manual.”

(3) *Prevention of conflict of interest.*

(i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a “turnkey” subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

(ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.

(iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships

of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.

(i) *Contractor-affiliated sources.* Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.

(j) *Contractor-subcontractor relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.

(k) *Government Property.* The Contractor shall establish and maintain a property management system that complies with criteria in 48 CFR 970.5245-1, Property.

(l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, subcontractors may not be indemnified except with the prior approval of the Senior Procurement Executive or under conditions specified by the Senior Procurement Executive.

(m) *Leasing of motor vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.

(n) [Reserved]

(o) *Management, acquisition and use of information resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.

(p) *Priorities, allocations and allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

(q) *Purchase of special items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:

(1) Motor vehicles—48 CFR 908.7101

(2) Aircraft—48 CFR 908.7102

(3) Security Cabinets—48 CFR 908.7106

(4) Alcohol—48 CFR 908.7107

(5) Helium—48 CFR subpart 8.5

(6) Fuels and packaged petroleum products—48 CFR 908.7109

(7) Coal—48 CFR 908.7110

(8) Arms and Ammunition—48 CFR 908.7111

(9) Heavy Water—48 CFR 908.7121(a)

(10) Precious Metals—48 CFR 908.7121(b)

(11) Lithium—48 CFR 908.7121(c)

(12) Products and services of the blind and severely handicapped—41 CFR 101-26.701

(13) Products made in Federal penal and correctional institutions—41 CFR 101-26.702.

(r) *Purchase versus lease determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made—

(1) At time of original acquisition;

(2) When lease renewals are being considered; and

(3) At other times as circumstances warrant.

(s) Quality assurance. Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.

(t) Setoff of assigned subcontractor proceeds. Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.

(u) Strategic and critical materials. The Contractor may use strategic and critical materials in the National Defense Stockpile.

(v) Termination. When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.

(w) Unclassified controlled nuclear information. Subcontracts involving unclassified controlled nuclear information shall be treated in accordance with 10 CFR part 1017.

(x) Subcontract flowdown requirements. In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:

(1) Construction Wage Rate requirements, formerly known as Davis-Bacon, clauses prescribed in 48 CFR 22.407.

(2) Foreign Travel clause prescribed in 48 CFR 952.247-70.

(3) Counterintelligence clause prescribed in 48 CFR 904.404(d)(7).

(4) Service Contract Labor Standards, formerly known as Service Contract Act, clauses prescribed in 48 CFR 22.1006.

(5) State and local taxes clause prescribed in 48 CFR 970.2904-1.

(6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-201.

(7) Workforce Restructuring and Displaced Employee Hiring Preference clause prescribed in 48 CFR 970.2672-3.

(8) Service Contract Reporting clause prescribed in 48 CFR 4.1705.

(9) Contract Work Hours and Safety Standards—Overtime Compensation as prescribed in 48 CFR 22.305.

(10) Paid Sick leave under Executive Order 13706 as prescribed in 48 CFR 22.2110.

(11) Collective Bargaining Agreements Management and Operating Contracts as prescribed in 48 CFR 970.2201-130.

(12) Workplace Substance Abuse Programs at DOE Sites as prescribed in 48 CFR 970.2605-4.

(13) Contracts for Materials, Supplies, Articles, and Equipment clause prescribed in 48 CFR 22.610.

(y) Legal services. Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719 and the requirements of this clause.

H.6.2.3 Reserved

H.6.2.4 Sustainable Acquisition Program (DEAR 970.5223-7)(Oct 2010) Alternate I for Construction Contracts and Subcontracts (Oct 2010)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work under this Contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well-being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures at 48 CFR 970.5243-1 Changes. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

(1) Recycled Content Products are described at http://epa.gov/cpg

(2) Biobased Products are described at http://www.biopreferred.gov/

(3) Energy efficient products are at http://energystar.gov/products for Energy Star products

(4) Energy efficient products are at http://www.femp.energy.gov/procurement for FEMP designated products

(5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at http://www.epeat.net the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site

(6) Greenhouse gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at http://www.archives.gov/federal-register/executive-orders/disposition.html

(7) Non-Ozone Depleting Alternative Products are at http://www.epa.gov/ozone/strathome.html

(8) Water efficient plumbing products are at http://epa.gov/watersense

(c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product—

(1) Is not available;

(2) Is not life cycle cost effective (or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable), EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level;

(3) Does not meet performance needs; or,

(4) Cannot be delivered in time to meet a critical need.

(d) In the performance of this Contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/greeningepa/practices/eo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive-orders/disposition.html). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf. When developing the Bill of Materials for approval of the Contracting Officer or Representative, the Contractor shall specify energy efficient and environmentally sustainable materials to the extent possible within the constraints of the general design specifications. Compliance with the Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles) shall be achieved through certification to the Leadership in Energy and Environmental Design (LEED) Gold level under the LEED rating system most suited to the building type.

(e) Reserved.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position.

(g) The Contractor shall prepare and submit performance reports using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of energy efficient and environmentally sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this Contract and may result in termination for default, see 48 CFR 52.249-6, Termination (Cost Reimbursement).

(h) The Contractor shall specify the use of sustainable products consistent with this clause in specifications in first-tier construction subcontracts exceeding the simplified acquisition threshold, when applicable and appropriate.

H.6.2.5 DOE-H-7011 Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (Sep 2017)

Except as otherwise may be approved, in writing, by the Contracting Officer, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this contract. "If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect."

H.6.2.6 Service Contract Act of 1965 (41 U.S.C 351)

The Service Contract Act of 1965 is not applicable to this Contract. However, in accordance with DEAR 970.5244-1 – Contractor Purchasing System (AUG 2011), subcontracts awarded by the Contractor are subject to the Act to the same extent and under the same conditions as contracts awarded by DOE. The Contractor and the Contracting Officer shall develop a procedure whereby DOE will determine if the Service Contract Act is applicable to particular subcontracts.

For those particular subcontracts to which the Service Contract Act is applicable, the Contractor shall:

(a) consult regularly with DOE to keep DOE informed of any issues related to labor standards arising under those subcontracts.

(b) notify the Contracting Officer of complaints by subcontractor employees, significant labor standards violations (i.e., all violations of $1,000 or more), disputed labor standards determinations that cannot be resolved at the field level, Department of Labor investigations, and all labor standards complaints, arbitrations, or legal or judicial proceedings generated by contractor employees and others, and any other significant labor standards issues as soon as possible after becoming aware of them.

H.6.2.7 Property (DEAR 970.5245-1)(Jan 2013)(DEVIATION) Alternate I (Dec 2000)

(a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this Contract.

(b) Title to property. Except as otherwise provided by the Contracting Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Contracting Officer shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this Contract, or (2) commencement of processing or use of such property in the performance of this Contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the Contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property.

Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property

or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(c) Identification. To the extent directed by the Contracting Officer, the Contractor shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Contracting Officer, as shall indicate its ownership by the Government.

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this Contract as the Contracting Officer may direct during the progress of the work or upon completion or termination of this Contract. The Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reduction of costs allowable under this Contract or shall be otherwise credited to account to the Government, as the Contracting Officer may direct. Upon completion of the work or the termination of this Contract, the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all government property which had come into the possession or custody of the Contractor under this Contract.

(e) Protection of government property-management of high-risk property and classified materials.

(1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody.

(2) In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable Regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

(f) Risk of loss of Government property.

(1) (i) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:

(A) Willful misconduct or lack of good faith on the part of the Contractor's managerial personnel;

(B) Failure of the Contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer to safeguard such property under paragraph (e) of this clause; or

(C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i)(1) of this clause.

(ii) If, after an initial review of the facts, the Contracting Officer informs the Contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.

(2) In the event that the Contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the Contractor's compensation to the Government shall be determined as follows:

(i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the Contracting Officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the Contracting Officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.

(g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the Contractor with a value above the threshold set out in the Contractor's approved property management system, the Contractor—

(i) Shall immediately inform the Contracting Officer of the occasion and extent thereof,

(ii) Shall take all reasonable steps to protect the property remaining, and

(iii) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the Contracting Officer. The Contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.

(h) Government property for Government use only. Government property shall be used only for the performance of this Contract.

(i) Property Management.

(1) Property Management System.

(i) The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The Contractor's property management system shall be submitted to the Contracting Officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

(ii) In order for a property management system to be approved, it must provide for—

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;

(B) [Reserved];

(C) Full integration with the Contractor's other administrative and financial systems; and

(D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.

(iii) Approval of the Contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i)(2) of this clause.

(2) Property Inventory.

(i) Unless otherwise directed by the Contracting Officer, the Contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.

(ii) If the Contractor is succeeding another contractor in the performance of this Contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this Contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

(j) The term "contractor's managerial personnel" as used in this clause means the Contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of:

(1) The Contractor's business; or

(2) The Contractor's operations at any one facility or separate location to which this Contract is being performed; or

(3) The Contractor's Government property system and/or a Major System Project as defined in DOE Order 413.3B (Version in effect on effective date of contract).

(k) The Contractor shall include this clause in all cost reimbursable subcontracts.

H.6.2.8 Reserved

H.6.2.9 Disposal of Real Property

Disposal of any permanent or temporary interest in real property shall require the prior approval of the Contracting Officer.

Relevant FAR Clauses

FAR 52.225-1 Buy American Act – Supplies (DEVIATION Jan 2022) Modified by DEAR 970.2570-1

FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION Apr 2026)

FAR 52.225-8 Duty-Free Entry (Oct 2010)

FAR 52.225-9 Buy American Act — Construction Materials ((DEVIATION Jan 2026)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

FAR 52.244-5 Competition in Subcontracting (Dec 1996)

FAR 52.247-1 Commercial Bill of Lading Notations (Feb 2006)

FAR 52.247-64 Preference For Privately Owned U.S.-Flag Commercial Vessels (DEVIATION Dec 2025)

FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

FAR 52.251-1 Government Supply Sources (Apr 2012)(DEVIATION)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)

FAR 52.211-5 Material Requirements (DEVIATION Jul 2025)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION Jan 2026) Alternate I (DEVIATION Jan 2026)

FAR 52.215-14 Integrity of Unit Prices (Nov 2021)

FAR 52.219-8 Utilization of Small Business Concerns (DEVIATION Dec 2025)

FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION Dec 2025) Modified by DEAR 970.5219

FAR 52.219-16 Liquidated Damages – Subcontracting Plan (DEVIATION Dec 2025)

FAR 52.222-11 Subcontracts (Labor Standards) (DEVIATION Mar 2026)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)

FAR 52.223-11 Ozone-Depleting Substances (DEVIATION Jan 2026)

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION Jan 2026) Alternate I (DEVIATION Jan 2026)

FAR 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (DEVIATION Jan 2026)

FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2025)

FAR 52.210-1 Market Research (DEVIATION Jun 2025)

FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

FAR 52.215-23 Limitations on Pass-Through Charges (DEVIATION Jan 2026) Alternate 1 (Oct 2009)

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other covered entities (Nov 2021)

FAR 52.242-5 Payments to Small Business Contractors (Jan 2017)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

FAR 52.233-2 Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION Jan 2026)

FAR 52.244-5 Competition in Subcontracting (Aug 2024)

FAR 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (DEVIATION Aug 2025)

FAR 52.223-23 Sustainable Products and Services (DEVIATION Jan 2026)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications (DEVIATION Jan 2026)

FAR 52.246-26 Reporting Nonconforming Items (Aug 2024)

FAR 52.208-90 Government Supply Sources (DEVIATION Nov 2025)(SC Alternate)

H.6.3 Human Capital Management

H.6.3.1 Principles of Human Resources Management

(a) SLAC Contractor's Human Resource Management (CHRM) policies, practices, and plans are located in the Stanford University Administrative Guide and the Stanford University Faculty Handbook. The U.S. Department of Energy (DOE) recognizes that all personnel engaged in the operation of the Laboratory are University employees subject to the Stanford University personnel policies set out in the University's "ADMINISTRATIVE GUIDE" at http://adminguide.stanford.edu/ and the "FACULTY HANDBOOK" at http://www.stanford.edu/dept/provost/faculty/policies/handbook/, and other publicly posted Contractor-wide CHRM policies, as applicable (hereinafter "Contractor CHRM Policies"), except as such policies and procedures may have been specifically modified and agreed to by the parties as set out herein.

(b) The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practices insofar as they are consistent with this Contract. The Contractor shall notify the contracting officer of Contractor-wide programs or policies, (i.e. furloughs, salary cuts, freezes), implemented permanently or for finite periods that would result in reduced levels of staffing or compensation for employees at SLAC.

(c) The Laboratory's CHRM programs will comply with the Contractor CHRM Policies and federal cost principles applicable under the Contract, as well as state and local laws to which the Contractor is subject as a private employer. The Contractor shall use effective management review procedures and internal controls to assure the CHRM programs comply with the FAR and DEAR provisions specified in Section H.6.3 and the cost limitations set forth in the Contract are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

(d) The Laboratory Director may make exceptions to the provisions of Section H.6.3 when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.

(e) The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in Section H.6.3 to the Contracting Officer. The Contractor recognizes that the Contracting Officer or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting the requests.

(f) It is understood that no provision of this Contract can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.

H.6.3.2 Employee Compensation: Pay and Benefits Updated by M1031

(a) Total Compensation System

The Contractor shall implement Stanford University corporate compensation programs, policies, practices and procedures to be used in the administration of its compensation system in a manner that best meets DOE's evolving mission needs. The Stanford University corporate compensation programs, policies, and practices shall be fully documented and consistently applied. The Contractor policies, practices and procedures to be used in the administration of its compensation system shall be consistent with FAR 31.205-6 and DEAR 970.3102- 05-6, Compensation for Personal Services. Periodic appraisals of contractor performance with respect to the Contractors' Total Compensation System pertaining to SLAC will be conducted to assess compliance with FAR 31.205-6. Compensation costs will be audited annually to establish final

allowable cost for the reportable fiscal year. The Contractor is required to submit an adequate annual final indirect cost rate proposal in accordance with DEAR 970.5216-7. The incurred claimed costs will be initially reviewed for adequacy and then audited. Included in the scope of the audit are direct and indirect compensation costs (e.g., salaries, health benefits, pensions, etc.). Failure to adequately support the incurred costs may result in the claimed costs being disallowed in part or in its entirety.

(b) The President of the University reserves the prerogative and discretion to remove the Laboratory Director.

(c) Pay and Benefit Programs

(1) The Contractor shall provide pay and benefit programs consistent with Contractor CHRM Policies. Salary increases will be managed in accordance with Stanford University's Administrative Guide at Section 2.1.5 and Faculty Handbook Chapter 5. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program. Stanford University's corporate benefit program costs are allowable provided such benefits are granted in accordance with established University policies and are distributed to all University departments on an equitable basis.

(2) Cash Compensation

(a) The Contracting Officer's approval of individual compensation actions will be required only for identified Key Personnel in the contract. For all Key Personnel, besides the Laboratory Director, approval is required upon the initial contract award and when they are replaced during the life of the contract. Approval for the Laboratory Director is required upon the initial award, annually after award and when the Laboratory Director is replaced during the life of the contract. The base salary reimbursement level for the Laboratory Director establishes the maximum allowable salary reimbursement under the contract. The contractor shall not be reimbursed for the Laboratory Director's incentive compensation. The base salary reimbursement level for the Laboratory Director establishes the maximum allowable salary reimbursement under the contract when compared to subordinate compensation, which would include base salary and any potential incentive compensation under an incentive compensation agreement. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

(3) Ancillary Pay

(A) Ancillary Pay is compensation paid to an employee in addition to regular wages and includes, but is not limited to pay for overtime, call-back, and standby. The Contractor is authorized to provide ancillary pay consistent with Contractor CHRM Policies including compensation of staff employees and costs associated with temporary foreign and domestic assignments.

(B) Temporary Assignments - Foreign and Domestic

Reasonable and allowable costs for temporary assignments will be reimbursed in accordance with DOE guidance. DOE Acquisition Letter 2018-08, Contractor Domestic Extended Personnel Assignments, which may be revised from time to

time, defines reasonable and allowable assignment costs. Allowances for foreign assignments will be submitted to the Contracting Officer for approval prior to travel.

(C) The Contractor is authorized to provide non-base pay awards consistent with Contractor CHRM Policies and any SLAC-specific programs approved by the Contracting Officer.

Performance award programs. The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash or gift certificates as part of the Spot Awards program. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.

(D) The Contractor will provide DOE a listing, on an annual basis, of the programs utilized and the respective amounts expended.

(4) Payment of Joint Appointees

Joint Appointees shall be paid at the salary and fringe benefit rates established by the home institution, for the percentage of time worked at the host institution.

(d) Compensation Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(1) The Compensation and Benefits Report no later than March 1 of each year.

(e) Programs for Employee Absence from the Workplace

The Contractor will provide paid and unpaid leave programs consistent with Contractor CHRM Policies and State and Federal laws.

(f) Payments on Termination of Employment

(1) The Contractor is authorized to pay accumulated leave balances consistent with Contractor CHRM Policies.

(2) Staff Settlement Costs

The Contractor is authorized to resolve internal staff settlements as allowable costs up to $25,000 without the advance approval of the Contracting Officer.

H.6.3.3 Employee Training, Education and Development

(a) The Laboratory Director or designee shall send an annual report to the Contracting Officer providing the number of employees participating in training, education and development programs and the dollars spent.

(b) The Laboratory shall establish training, education and development, and tuition reimbursement programs that are consistent with DOE requirements and guidance, industry standards, and other Federal, State and local regulations and comply with Contractor CHRM Policies.

(1) Training

The Contractor may conduct or permit employees to attend training programs and courses while receiving full pay. These training courses should contribute to the performance of work under the contract and be provided at reasonable costs to the government (Administrative Guide Memo 2.2.9).

(2) Education

(A) The Laboratory may approve and support educational courses taken by employees which serve to improve efficiency and productivity of Laboratory operations, increase needed skills, or prepare employees for increased responsibilities (Administrative Guide Memo 2.1.12).

(B) An employee may be paid for tuition, required textbooks and fees for courses approved in advance by the Laboratory.

(3) Development

The Contractor shall be reimbursed for the cost of development programs, including but not limited to, the Alonzo Ashley Fellowship Program, apprenticeship training, supervisory training, management development, career updating and redirection, and work-study and other programs supporting the development of staff in fields of interest to the Laboratory.

(4) Licenses and Fees

The costs of required licenses, fees, and similar costs to certify and maintain employee qualifications to perform work under the contract are allowable. The Contractor will closely manage and control the number of licenses/fees to limit reimbursed costs to provide a sufficient number of qualified employees to reasonably perform the affected work under the contract.

H.6.3.4 Employee Programs

(a) Health Services

The Contractor shall be reimbursed for the costs of operating a Health Unit for Laboratory employees, including but not limited to the following: Pre-employment physicals and other medical examinations required to meet Laboratory employment requirements, medical care for occupational injuries and to provide relief for minor physical complaints of employees while at the Laboratory, and health examinations provided as a health service for employees.

(b) The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Profits from group buying services operated for the benefit of all employees may be used to assist in the support of the recreation program. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. Entertainment costs, including costs of amusement, diversions, and social activities are unallowable, as well as directly related costs such as tickets, meals, alcohol, lodging, rentals, transportation and gratuities.

(c) Wellness program

Costs of a Wellness Program to promote employee health and fitness are allowable. This program shall be limited to activities related to stress management, smoking cessation, exercise, nutrition, and weight loss.

(d) Employee Assistance Program

The Contractor shall (1) maintain a program of preventive services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training; (2) submit to DOE, for review, any changes to the employee assistance program; (3) prepare and submit information to DOE concerning Employee Assistance Program services as requested by the Contracting Officer. Such reports shall not include individual identifiers.

(e) Employee Communications

The costs incurred in the publication, printing and distribution of a newsletter, handbooks and other employee communication media designed to effectuate better employee relations and understanding of current employment policies and programs shall be reimbursed and managed in a cost effective manner.

(f) Pension and Other Benefit Programs

(1) General

(A) The Contractor shall provide pension and benefit programs consistent with Contractor CHRM Policies.

(B) No presumption of allowability will exist when the Contractor implements a new benefit plan unique to employees assigned to SLAC or makes changes to existing benefit plans unique to employees assigned to SLAC until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. The Contractor shall provide a justification to the Contracting Officer for approval demonstrating the effect of the plan changes on the Contract net benefit value or per capita benefit costs, provide the dollar estimate of savings or costs, and provide the basis of determining the estimated savings or cost.

(C) The Contractor may not terminate any SLAC-specific benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(2) Post Contract Responsibilities for Non-Pension Benefit Plans

(A) If this Contract expires or terminates, regardless of whether DOE has awarded a contract to a new contractor, DOE will have no further obligations to the Contractor for reimbursement of costs under any of the non-pension benefit plans. The Contractor shall continue to be responsible for the management and administration of non-pension benefit plans covering all of the Contractor's retired employees with respect to service at SLAC.

(B) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor assumes responsibility for management and administration of the non-pension benefit plans (i.e. vacation and sick leave) covering active Contractor employees with respect to service at SLAC (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the non-pension Plans consistent with direction from the Contracting Officer.

(3) Other Benefits

(A) Medical Evacuation Services/Insurance

Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall cover evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.

(B) Energy Employees' Occupational Illness Compensation Program Act (EEOICPA)

The Laboratory agrees to comply with requests for information, records, and other program requirements to ensure the orderly administration and adjudication of claims under the EEOICPA.

Laboratory policies and procedures shall include a practice to provide information on the Former Worker Medical Screening Program to all separating prime contractor employees and on-site subcontractors.

(C) Business Travel Accident Insurance

The Contractor has in force a Group Business Travel Accident Insurance Policy covering all employees, trustees, non-salaried officers, guests, and all other persons with official appointments at the Laboratory who, during their stay, are authorized to travel on Laboratory business in accordance with Contractor CHRM Policies. No employee contributions are required for this coverage..

H.6.3.5 Pension Management

For purposes of this section, the adoption of the following principles and procedures shall not be deemed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party, nor abrogate existing rights of third parties, including the Stanford University Staff Retirement Annuity Plan (SRAP) participants who are or were Contractor employees paid under Contract No. DE-AC02- 76SF00515. These principles and procedures shall have no effect upon the vested rights and entitlements of individual members of the SRAP, or upon the exercise of those rights and entitlements, or rights which any person may have under applicable Federal statutes.

(a) Definitions

Defined Benefit Plan.

A Defined Benefit (DB) Plan maintained by the Contractor which provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

Defined Contribution Plan.

A Defined Contribution (DC) Plan maintained by the Contractor which provides benefits to each participant based on the amount credited to the participant’s account in such Plan. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited or charged to the participant’s account, including plan expenses, as determined in accordance with the Plan document.

Pension Plans. A DB or a DC Plan.

SRAP. The Stanford University Staff Retirement Annuity Plan.

Disaffiliation. The circumstances created when the term of this Contract expires, or operations at SLAC terminate consistent with the terms of the Termination Clause of this Contract.

Plan Termination. Termination of the SRAP consistent with all applicable legal requirements and the terms of this Contract, including taking all actions reasonably necessary or required to initiate and complete the termination. By way of example, such actions shall include, but are not limited to, distribution of notices concerning the termination, adoption of SRAP termination resolutions, making filings with appropriate government agencies, and making any required SRAP contributions through the fringe rate to complete the termination.

(b) SRAP

(1) The SRAP is a closed DB plan administered for Stanford University employees, including employees at SLAC. All plan provisions of the SRAP are applicable to all eligible employees of the Contractor, including those employed at the Laboratory and, as such, a single contribution rate, expressed as a percentage of covered compensation, is calculated for the Plan.

(2) Funding Requirements. DOE agrees to reimburse SRAP plan contributions, including Plan Termination contributions, if necessary, through the Stanford University fringe benefit rate, as established from time to time by the Contractor and approved by Stanford's cognizant federal government contracting officer.

(c) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) DOE approval is required for each newly adopted Pension Plan or Taft-Hartley pension plan for which costs are to be reimbursed under this Contract. Any Pension Plans established and/or implemented by the Contractor for which costs are to be reimbursed under this Contract shall be maintained consistent with the applicable requirements of the Code and Employment Retirement Income Security Act (ERISA), and Contractor policies, practices and procedures used in the administration of such Pension Plans shall be consistent with applicable laws and regulations.

(2) For each DB Plan or DC Plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information on the date filed with the applicable agency:

(i) Copies of IRS/DOL/PBGC Form 5500 (Annual Return/Report of Employee Benefit Plan) with schedules filed with the U.S. Department of Labor; and

(ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a Pension Plan filed with the Internal Revenue Service.

(iii) A copy of the annual actuarial valuation for SRAP at no cost to DOE.

(d) Changes to DB and DC Plans and Notice Requirements

(1) DOE shall be notified prospectively of any change to a Stanford University Pension Plan for which costs are to be reimbursed under this Contract.

(2) For purposes of this clause, prospective notice shall mean written notice, including a copy of the proposed change, at least thirty (30) days in advance of approval of such change by Contractor.

(e) Plan Termination or Disaffiliation

Upon Plan Termination or Disaffiliation, DOE shall have no further obligations to the Contractor for funding with respect to SRAP.

H.6.3.6 Costs of Recruiting Personnel

(a) The Laboratory will provide a workforce update to the DOE SLAC Site Office, annually.

(b) The Contractor may incur costs for the recruitment of personnel consistent with Contractor CHRM Policies.

(1) Recruiting Expenses - The Laboratory may reimburse, consistent with other provisions of this Contract, employees traveling for recruiting purposes, the actual cost incurred for the following expenses: transportation, lodging, and meals for prospective employees and for spouses or representatives of academic institutions, professional societies and other scientific organizations and incidental expenses incurred in recruiting.

(c) Recruitment/Retention Tools

(1) The Contractor is authorized to award sign-on and retention bonuses, and relocation packages in accordance with Contractor CHRM Policies.

(2) The Contractor is authorized to award Referral Bonuses in accordance with SLAC's DOE approved program.

(3) The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or external organization. Credited service may be used to establish eligibility for service based benefits (i.e., vacation accruals), in accordance with the Contractor's policies. Only service credit based upon prior employment at Stanford University may be used to establish eligibility for severance pursuant to Administrative Guide Memos 2.1.2, Recruiting & Hiring of Regular Staff and 2.1.17, Layoffs.

(4) The Contractor is authorized to expend funds to secure permanent residence status (pursuant to USCIS Requirement) for faculty and other staff with the approval of the cognizant Associate Laboratory Director and the Chief Human Resources Officer.

(5) The Contractor is authorized to implement a DOE approved program to provide child-care assistance programs for eligible SLAC staff.

(d) University Housing Programs

The Laboratory is authorized costs associated with housing programs in accordance with Administrative Guide Memo 2.3.4, University Housing Programs. An annual report on cost will be provided to the Contracting Officer.

H.6.3.7 Reserved

H.6.3.8 Privacy Act Records

In accordance with the Privacy Act of 1974, 5 U.S.C. §552a (Public Law 93-579) and implementing DOE Regulations (10 CFR Part 1008), the Contractor shall maintain the "Systems of Records" on individuals listed below in order to accomplish DOE functions. The parenthetical DOE number designations for each system of

records refer to the official "System of Record" number published by the DOE in the Federal Register pursuant to the Privacy Act.

- Government Motor Vehicle Operator Records (DOE-32)
- Personnel Medical Records (DOE-33)(respecting present and former DOE and DOE Contractor employees)
- Personnel Radiation Exposure Records (DOE-35)(respecting current DOE Contractor employees)
- Occupational and Industrial Accident Records (DOE-38)
- Alien Visits and Participation (DOE-52)
  Epidemiologic and Other Health Studies, Surveys, and Surveillances (DOE-88)

H.6.3.9 Reserved

H.6.3.10 Overtime Management (Dec 2000)(DEAR 970.5222-2) ((c) deleted by M911)

(a) The Contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this Contract.

(b) The Contractor shall notify the Contracting Officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 4%.

H.6.3.11 Reductions in Contractor Employment (updated by M961)

Reductions in employment will be conducted in accordance with the Contractor CHRM Policies and in accordance with applicable Departmental guidance on workforce restructuring, as revised from time to time.

(a) Workforce Restructuring Actions

(1) The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

RESTRUCTURING ACTION	#EMPLOYEES POTENTIALLY IMPACTED	ACTION REQUIRED
Voluntary	100 or more	CO Notification
Involuntary	100 or more	CO Approval

(A) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if:

(i) In accordance with approved laboratory/contractor policies;

(ii) No enhanced benefits (severance or pension);

(iii) Backfilling or re-employment of employees consistent with Contractor CHRM Policies. No backfilling (internally or externally) or re-employment of employees for a one-year period after severance is paid. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the SSVSP. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- The separating employee is leaving voluntarily; The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or

someone serving under a post-doctoral program at the time of the backfill, etc.;

- The replacement results in a net reduction in headcount and costs of regular employees; and
- The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(iv) A business case is submitted 5 business days in advance of notification date if the SSVSP will accept more than 100 volunteers that includes maximum number of voluntary reductions, maximum dollars, positions/skills impacted; reasons reductions are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work, copy of self-select waivers, and communication plan; and

(v) Voluntary reductions are offered to all eligible employees in an operational or budgetary unit (i.e., organization, direct/indirect category, etc.)

(B) Actions requiring approval will additionally require a workforce restructuring plan (Specific Plan) prepared in accordance with DOE policy, as may be amended from time to time.

(C) The Contracting Officer will review and approve any Specific Plan submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan, the Contractor will respond to such request within 3 business days.

(D) The Contractor must perform an adverse impact analysis as part of its determination to undertake involuntary separation action(s)) where the size of the group being involuntarily separated supports such analysis. A copy of the adverse impact analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the DOE site counsel, as applicable, prior to notification of employees selected for involuntary separation.

(E) Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension.

(F) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

(2) Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved active reduction in force plan will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off.

(A) If DOE approval is not required, severance may be paid to an employee who

volunteers for layoff or retirement if contractor management has approved the restructuring action and the termination results in the retention of an employee who otherwise would be laid off.

(B) Severance is payable to an employee who volunteers for layoff or retirement if the termination is associated with a restructuring action approved and initiated by contractor management or DOE. Severance not associated with workforce restructuring is unallowable, except in termination of Senior Staff Employees pursuant to Administrative Guide Memo 2.1.14.

(3) Severance pay benefit

Costs for severance pay are allowable if consistent with applicable law, and in accordance with Administrative Guide Memo 2.1.17 or the Collective Bargaining Agreement.

(A) Severance Pay is payable to an employee in accordance with the Contractor CHRM Policies except where the employee:

(i) Voluntarily separates, resigns or retires from employment (unless participating in a Laboratory approved voluntary separation program, where DOE approval is not otherwise required under workforce restructuring or guidance.

(ii) If offered employment with a successor/replacement contractor.

(iii) Is offered employment with a parent or affiliated company.

(iv) If discharged for cause.

(4) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(5) Pay in lieu of notice

Any employee who is involuntarily separated due to a workforce restructuring action may be given pay in lieu of the required minimum written notice of termination. Accumulated vacation and credit is also paid. Costs for pay in lieu of notice are allowable if consistent with applicable law, and in accordance with Administrative Guide Memo 2.1.17 or the Collective Bargaining Agreement.

(6) The Contractor, to the extent practicable, shall provide outplacement services in the forms of skills assessment and resume preparation to those employees who are involuntary separated due to a layoff.

H.6.3.12 Collective Bargaining Agreements Management and Operating Contracts (Dec 2000) (DEAR 970.5222-1)

When negotiating collective bargaining agreements applicable to the work force under this Contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the Parties agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service arbitrators. The Contractor shall include the substance of this clause in any subcontracts

for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

H.6.3.13 Labor Relations

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives that impact SLAC prior to negotiations of any collective bargaining agreement or revision thereto. The Contractor shall consult with and obtain the approval of the Contracting Officer regarding economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into a SLAC-specific collective bargaining process. For the purposes of this paragraph, "SLAC-specific collective bargaining process" shall refer to any bargaining process SLAC may undertake separate from Stanford University as a whole.

(c) During the SLAC-specific collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract. The Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any SLAC-specific pension or other benefit plans.

(d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and applicable Federal and State Labor Relations laws.

(e) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest that would impact SLAC, including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, or arbitration settlement agreements and will furnish such additional SLAC-specific information as may be requested from time to time by the Contracting Officer.

(f) Costs of fringe benefits and wages paid to employees under collective bargaining agreements are allowable. All other reasonable costs and expenses, such as expenses relating to the grievance process, arbitration and arbitration awards, and other costs and expenses incurred pursuant to applicable collective bargaining agreements and revisions thereto, are also allowable. The Contractor shall notify the Contractor Officer as soon as possible, and provide any relevant documents regarding:

(1) National Labor Relations Board charges;

(2) A semi-annual report on all third-step grievances or other grievances for which further judicial or administrative proceedings are anticipated. Generally, documents relevant to the third step grievance do not have to be included in the report; however, the report should provide the following information:

(i) List of all third step grievances filed during the previous six-month period and dates the third step grievances were filed;

(ii) A brief description of issues regarding the grievance (a few sentences to no more than a paragraph);

(iii) If settled, the date of settlement, and general terms of the settlement. If a denial is made at the third step and the period for requesting arbitration passes, report the matter as closed.

(iv) If not settled during the six-month reporting period, carry over the item to subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

(3) Arbitrations, including copies of all decisions issued by an Arbitrator;

(4) Legal or judicial proceedings; and

(5) Other significant labor relations issues.

(g) Grievance and Complaint Costs.

The Contractor is authorized to settle internal employee grievances up to $25,000 without the advance approval of the Contracting Officer.

(h) Collective Bargaining Agreements

(1) The Contractor shall provide copies of collective bargaining agreements to the Contracting Officer as they are ratified or modified.

(2) The Contractor shall provide the Contracting Officer with a settlement summary within 30 to 60 days after formal ratification of the agreement, using the "Report of Settlement" form in iBenefits.

(3) Bargaining Unit Activity

Pay for absences from work by employees acting in the capacity of union officers, union stewards and committee members for time spent in handling grievances, negotiating with the Laboratory, and serving on labor management (Laboratory) committees, are allowable.

(4) The Contractor shall provide copies of collective bargaining agreements which affect SLAC personnel to the Contracting Officer as they are ratified or modified.

(i) The Contractor shall consult regularly with DOE during the term of the collective bargaining agreements to keep DOE informed of information related to SLAC-specific contractor labor relations issues, such as Reports of Settlement uploaded to iBenefits on a quarterly basis, as well as other matters of interest and concern to DOE relating to labor relations.

H.6.3.14 Workers' Compensation Insurance

(a) The Contractor shall maintain workers' compensation insurance coverage for eligible employees at SLAC as part of Stanford University's workers' compensation insurance corporate benefits programs, policies and practices. The insurance program must cover all eligible employees of the Contractor and comply with applicable Federal and State workers' compensation and occupational disease statutes.

(b) The Contractor shall notify the Contracting Officer before making any significant change to its workers' compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

(c) Workers' compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short term disability) are to be administered so that total benefit payments from all sources shall not exceed 100% of the employee's net pay.

(d) For workers' compensation settlement claims not otherwise covered by Contractor-provided insurance, Contractors approve all SLAC-specific workers' compensation settlement claims up to the $150,000 threshold and submit all settlement claims above the threshold to DOE for approval.

H.6.3.15 Whistleblower Protection for Contractor Employees (Dec 2000)(DEAR 952.203-70)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

H.6.3.16 Workplace Substance Abuse Programs at DOE Sites (Dec 2010)(DEAR 970.5226-5)

(a) Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.6.3.17 Reserved

H.6.3.18 Foreign Government Sponsored or Affiliated Activities (DOE Order 486.1A)(CRD Only)(9/2/2020) Updated by M1004

The contractor shall comply with the CRD for DOE Order 486.1A as agreed to with the DOE Field Element

H.6.3.19 Compliance with Federal Anti-Discrimination Laws (APR 2025)

(a) Definition.

As used in this clause— Program promoting diversity, equity, and inclusion means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

(b) Compliance. The Contractor shall comply with all applicable Federal anti-discrimination laws. These laws apply whether or not the company is a Government contractor. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

(c) Certification. By requesting payment under this award, the contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

Relevant FAR Clauses

FAR 52. 204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION Nov 2025)

FAR 52.222-35 Equal Opportunity for Veterans (DEVIATION Mar 2026)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION Mar 2026)

FAR 52.222-37 Employment Reports On Veterans (DEVIATION Mar 2026)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

FAR 52.222-50 Combating Trafficking In Persons (DEVIATION Mar 2026)

FAR 52.222-54 Employment Eligibility Verification (DEVIATION Mar 2026)

FAR 52.224-1 Privacy Act Notification (Apr 1984)

FAR 52.224-2 Privacy Act (Apr 1984)

FAR 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation (DEVIATION Mar 2026)

FAR 52.222-1 Notice to The Government of Labor Disputes (Feb 1997)

FAR 52.222-3 Convict Labor (Jun 2003)

FAR 52.203.17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

FAR 52.203-14 Display of Hotline Poster(s) (Nov 2021) Modified by DEAR 903.1004(a)

FAR 52.224-3 Privacy Training (Jan 2017)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.222-35 Equal Opportunity for Veterans (DEVIATION Mar 2026)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION Mar 2026)

FAR 52.222-37 Employment Reports On Veterans (DEVIATION Mar 2026)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEVIATION Mar 2026)

FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies (DEVIATION Mar 2026)

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

H.6.4 Contractor Assurance Systems, Including Internal Audit and Quality

H.6.4.1 Reserved

H.6.4.2 Accident Investigations (DOE Order 225.1B (CRD Only)(3/4/2011))

The Contractor shall comply with applicable portions of the CRD to address DOE Order 225.1B, as agreed with the DOE SLAC Site Office.

H.6.4.3 Independent Oversight Program (DOE Order 227.1B (CRD Only)(08/05/2026))

The Contractor shall comply with the CRD of DOE Order 227.1B.

H.6.4.4 Quality Assurance (DOE Order 414.1F (CRD Only)(08/05/2026))

The Contractor shall comply with the CRD of DOE Order 414.1F.

H.6.5 Transfer of Technology and Commercialization of Intellectual Assets

H.6.5.1 Authorization and Consent (DEAR 970.5227-4)(DEC 2024)

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.

(c) (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 48 CFR 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed the simplified acquisition threshold at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.

(2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed the simplified acquisition threshold.

(3) Omission of an authorization and consent clause from any subcontract, including those valued less than the simplified acquisition threshold does not affect this authorization and consent.

H.6.5.2 Notice and Assistance Regarding Patent and Copyright Infringement (DEAR 970.5227-5)(Dec 2024)

(a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to

indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed the simplified acquisition threshold.

H.6.5.3 Patent Indemnity—Subcontracts (DEAR 970.5227-6)(Dec 2000)

Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any Contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

H.6.5.4 Refund of Royalties (DEAR 970.5227-8)(Aug 2002)

(a) During performance of this Contract, if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the Contracting Officer, prior to the execution of any license, the following information relating to each separate item of royalty:

(1) Name and address of licensor;

(2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;

(3) Brief description, including any part or model numbers of each Contract item or component on which the royalty is payable;

(4) Percentage or dollar rate of royalty per unit;

(5) Unit price of Contract item;

(6) Number of units;

(7) Total dollar amount of royalties; and

(8) A copy of the proposed license agreement.

(b) If specifically requested by the Contracting Officer, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.

(c) The term “royalties” as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that are used in the performance of this Contract or any subcontract hereunder.

(d) The Contractor shall furnish to the Contracting Officer, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.

(e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Contracting Officer. If the Contracting Officer determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Contracting Officer.

(f) Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to a patent for which the Contractor makes a royalty or other payment.

(g) If at any time within 3 years after final payment under this Contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Contracting Officer of that fact and shall promptly reimburse the Government for any refunds received or royalties paid after having received notice of such relief.

(h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the Parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds $250

H.7 Project Management and Infrastructure

Section H.7 is intended to address the requirements related to acquiring, constructing, operating, maintaining, and renewing the facility and infrastructure. This includes managing facilities and infrastructure in an efficient and effective manner that optimizes usage, minimizes life cycle costs and ensures site capability to meet mission needs. It also includes planning for and acquiring the facilities and infrastructure required to support the continuation and growth of Laboratory mission and programs.

H.7.0 Government Facility Subcontract Approval (DEAR 970.5236-1)(SC Alternate)(Apr 2018)

The Contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the site. All such subcontracts which meet the review thresholds established in the Contracting Officer's Approved Purchasing System Letter to SLAC shall be subject to the written approval of the Contracting Officer.

H.7.1 Davis Bacon Act

The Davis-Bacon Act ("the Act") applies to contractors who perform Davis-Bacon covered work under this Contract. The Contractor shall request labor standards coverage determination from the contracting officer by submitting proposed work authorizations in excess of $2,000 for construction, alteration, or repair, including painting and decorating, of public buildings and public works that involve the employment of laborers and mechanics. (See FAR 22.401 for definition of terms). The Davis-Bacon clauses prescribed in 48 CFR 22.407 are subcontract flow down requirements as prescribed in DEAR 970.5244-1 Contractor Purchasing System (Jan 2013). The Contractor and the Contracting Officer shall develop a procedure whereby DOE will determine if the Act is applicable to specific subcontracts.

The Contractor shall conduct payroll and job-site audits and investigations complaints as authorized by DOE on all Davis-Bacon activity, including any subcontracts, as may be necessary on activities and/or subcontracts as may be necessary to determine compliance with the Act. Where violations are found, the Contractor shall report them to the DOE Contracting Officer. The Contracting Officer may require that the Contractor assist in the determination of the amount of restitution and withholding of funds from a subcontractor so that sufficient funds are withheld to provide restitution for back wages due for workers inappropriately classified and paid, fringe benefits owed, overtime payments due, and liquidated damages assessed.

The Contractor shall notify the Contracting Officer of any information required in enforcement reports that DOE must submit pursuant to 29 C.F.R. § 5.7(a)(2), whether caused by the Contractor or subcontractors. The Contractor shall assist DOE and/or the Department of Labor (DOL) in the investigation of any alleged violations or disputes involving labor standards. The Contractor shall provide to DOE the information necessary for DOE's submission of the Davis-Bacon Semi-Annual Enforcement Report to DOL by April 21 and October 21 of each year.

Additionally, the Contractor shall report to the Contracting Officer any complaints by contractor or subcontractor employees, significant labor standards violations (i.e., all violations of $1,000 or more), disputed labor standards determinations that cannot be resolved at the field level, Department of Labor investigations, and all labor standards complaints, arbitrations, or legal or judicial proceedings generated by contractor or subcontractor employees and others, of which the Contractor is notified by Contractor employees, subcontractors, or subcontractor employees, and any other significant labor standards issues as soon as possible after becoming aware of them.

The Contractor shall consult regularly with DOE to keep DOE informed of issues related to labor standards.

H.7.2 Program and Project Management for the Acquisition of Capital Assets (DOE Order 413.3C (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 413.3C subject to the exemption approved for the DOE Office of Science as set forth in the exemption letter dated December 22, 2010.

H.7.3 Reserved

H.7.4 Reserved

H.7.5 Tagging of Leased Vehicles (DEAR 952.208-7)(Apr 1984)

(a) DOE intends to use U.S. Government license tags.

(b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the DOE the documentation required by the State to acquire such tags.

H.7.6 Design Basis Threat (DOE O 470.3C, Chg. 2 (LtdChg)(CRD Only)(2/23/2023))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of DOE Order 470.3C.

H.7.7 Bridge and Tunnel Management (DOE O 437.1B (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of DOE Order 437.1B.

Relevant FAR Clauses

FAR 52.208-91 GSA Fleet Vehicles and Related Services (DEVIATION NOV 2025)

H.8 ISSM and Emergency Management

Section H.8 addresses requirements relating to sustaining and enhancing the effectiveness of integrated safeguard and security management including the requirements to provide an efficient and effective (1) emergency management system; (2) cyber security system; and (3) physical security program.

H.8.0 Security and Emergency Management

H.8.1 Emergency Management

The Contractor shall develop and implement a DOE SLAC Site Office approved emergency management plan in compliance with applicable laws.

H.8.2 Cyber Security

H.8.2.1 Personal Identity Verification and Federal Information Processing Standard 201

For those Contractor employees required to have personal identity verification (PIV) credentials, the Contractor shall comply with applicable sections of FIPS PUB 201 regarding any hardware, software, or services delivered under this Contract, as agreed by the DOE Head of Field Element and the Contractor. The DOE Head of Field Element may require the Contractor to produce documentation of a risk assessment (related to compliance with FIPS PUB 201) in place of other PIV requirements.

H.8.2.2 Information Technology Acquisitions updated by M961

All information and operational technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at http://checklists.nist.gov <http://checklists.nist.gov/> commensurate with the mission of the Contract and conducive to the research and development efforts of the laboratory. This requirement shall be included in all subcontracts which are for administrative (not for research and development) information technology acquisitions; and the Laboratory CIO shall annually certify to the DOE SLAC Site Office Contracting Officer that this requirement is being incorporated into such information or operational technology acquisitions. Furthermore, these requirements are inapplicable to the extent SLAC utilizes Stanford University enterprise technology licenses or capabilities with the approval of the DOE SLAC Site Office, and the Laboratory CIO determines that such use is advantageous and with acceptable risks.

H.8.2.3 Information Technology Management (DOE Order 200.1A, Chg. 2 (LtdChg)(CRD Only)(8/11/2023))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 200.1A.

H.8.2.4 Scientific and Technical Information Management (DOE Order 241.1D (CRD Only)(08/05/2026))

The Contractor shall comply with the CRD of DOE Order 241.1D.

H.8.2.5 Cyber Security Program Requirements updated by M961

(a) SLAC will meet or exceed requirements established by DOE orders and Secretarial memoranda pertaining to cybersecurity through equivalent or superior measures. The SLAC CIO will submit the program annually to the DOE SLAC Site Office for review and approval by the DOE Head of Field Element.

(b) SLAC will respond using best efforts directly and timely to DOE CIO or DOE CISO inquiries and directives, made in conjunction with the DOE SLAC Site Office, pertaining to the discharge of the DOE CIO and DOE CISO's respective statutory and delegated authority and responsibilities for cyber and IT.

(c) SLAC will respond using best efforts directly and timely to inquiries and directives from the DOE CIO or DOE CISO when exigent circumstances exist pertaining to a specific cyber-related vulnerability or critical cybersecurity action intended to mitigate or prevent malicious cyber activity.

(d) When SLAC makes a report, notification, or other communication concerning a cybersecurity incident affecting any SLAC system containing or processing DOE information to any entity other than DOE pursuant to the Stanford University cybersecurity policy, (or other cybersecurity policy SLAC submits as equivalent), SLAC will make an identical-and as nearly as simultaneous as practicable-report, notification, or other communication to both DOE via DOE's cyber incident reporting center (i.e., JC3 or successor), and the DOE SLAC Site Office.

H.8.2.6 Multifactor Authentication for Contractor Information Systems

The Contractor shall achieve multifactor authentication (MFA) for privileged user accounts of unclassified non-science networks, in a manner agreed with the DOE Head of Field Element, and in accordance with the Laboratory's risk posture.

H.8.2.7 Records Management Program (DOE Order 243.1D (CRD Only) (08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 243.1D.

H.8.2.8 Reserved

Relevant FAR Clauses

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021))

H.8.3 Physical Security

H.8.3.1 Reserved

H.8.3.2 Counterintelligence (DOE Order 475.1 (CRD Only)(12/10/2004))

The Contractor shall, in accordance with DOE Order 475.1, communicate and cooperate with the DOE Office of Intelligence as requested by the DOE Office of Counterintelligence. Furthermore, the Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 475.1.

H.8.3.3 Unclassified Foreign National Access Program (DOE Order 142.3C (CRD Only)(3/31/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 142.3C.

H.8.3.4 Security Requirements (DEAR 952.204-2) (Aug. 2016) added by M980

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of classified information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information,* as amended, or prior executive orders, which is identified as *National Security Information.*

(d) *Definition of restricted data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of formerly restricted data.* The term ”*Formerly Restricted Data”* means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor

agencies and the Department of Defense that the information—(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of national security information.* The term "*National Security Information"* means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of special nuclear material.* The term "special nuclear material" means—(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.*

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must—Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4.

All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(A) The date(s) each Review was conducted;

(B) Each entity that provided information concerning the individual;

(C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

(D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(E) The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 *et seq.;* 18 U.S.C. 793 and 794).

(j) *Foreign ownership, control, or influence.*

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests,* executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

H.8.3.5 Reserved

Relevant FAR Clauses

FAR 52.240-91 Security Prohibitions and Exclusions (SEP 2025)
FAR 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (SEP 2025)
FAR 52.204-9 Personal Identity Verification of Contractor Personnel (2011)

H. 8.4 Non-Possessing Security Plan (NPSP) added by M1015

H.8.4.1 Department of Energy Privacy Program (DOE Order 206.1, Chg 1 (Min Chg)(CRD Only)(4/01/2018)

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 206.1.

H.8.4.2 Reserved

H.8.4.3 Insider Threat Program ((DOE Order 470.5 (CRD Only)(6/02/2014))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 470.5.

H.8.4.4 Reserved

H.8.4.5 Personnel Security (DOE Order 472.2A (CRD Only)(6/10/2022))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 472.2A.

H.8.4.6 Identifying Classified Information

SLAC does not conduct or permit classified research on its premises. However, SLAC will ensure that employees with access to classified matter at other facilities are trained to recognize that this information is appropriately classified and labelled as such by the host institution and that if there are any questions or issues related to classification, SLAC will consult with the DOE/SC Consolidated Support Center or Field or Program Classification Officer for advice and assistance. SLAC will further ensure that classification guidance for non-DOE funded work does not contradict DOE classification guidance and that DOE-funded work performed by the contractor or its subcontractors will have classification guidance identified.

Only the CRD sections of 1.d, 1.m, and 1.n of the DOE Order 475.2B (10/3/2014) are applicable to SLAC.

H.8.4.7 Safeguards and Security Program (DOE Order 470.7 (CRD Only)(08/05/2026))

The Contractor shall comply with the DOE SLAC Site Office approved site compliance plan in place of the CRD of DOE Order 470.7.

Section I: Contract Clauses

I.1 FAR 52.202-1 Definitions (Jun 2020) Modified by DEAR 952.202-1

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

(d) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(e) The word or term is defined in FAR part 31, for use in the cost principles and Procedures; or

(f) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

I.2 FAR 52.203-3 Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this Contract is terminated under paragraph (a) of this clause, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this Contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I.3 FAR 52.203-5 Covenant Against Contingent Fees (May 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.4 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

I.5 FAR 52.203-7 Anti-Kickback Procedures (Jun 2020)

(a) *Definitions*.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes

any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

I.6 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may—

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which:

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either:

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.7 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be—

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts—

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not

exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.8 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

(a) *Definitions.* As used in this clause—

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and *tribal organization* have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.*

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) *Professional and technical services.*

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure.*

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties.*

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil

penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts.*

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

I.9 FAR 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)

(a) *Definitions. As used in this clause—*

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) *The Contractor shall-*

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible

evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.10 FAR 52.203-14 Display of Hotline Poster(s) (Nov 2021) Modified by DEAR 903.1004(a)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	***Obtain from***
DOE Hotline Poster	*https://www.energy.gov/sites/prod/files/2017/05/f34/HotlinePoster.pdf*

(*Contracting Officer shall insert—*

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
(ii) The website(s) or other contact information for obtaining the poster(s) *https://www.energy.gov/sites/prod/files/2017/05/f34/HotlinePoster.pdf*)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

I.11 Reserved

I.12 FAR 52.204-13 System For Award Management – Maintenance (Deviation Nov 2025)

(a) Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Active registration.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) Novation and change-of-name agreements.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) Assignees.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

I.13 FAR 52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (DEVIATION Nov 2025)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) Reporting. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) (A) In the Contractor's preceding fiscal year, the Contractor received—

80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) Restriction. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) Duration. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) Exceptions.

(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

I.14 Reserved

I.15 Reserved

I.16 FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)

(a) *Definition*. *Commercially available off-the-shelf (COTS) item,* as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR)2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

I.17 FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Nov 2025)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by part 42.

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that the Government has posted. FAPIIS will retain the comments as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).

(d) The Government will handle public requests for system information posted prior to April 15, 2011, under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.18 FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION NOV 2025)

(a) Definitions. As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

I.19 FAR 52.210-1 Market Research (DEVIATION Jul 2025)

(a) Definition. As used in this clause—

Commercial product, commercial service, and nondevelopmental item have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.

(b) Before awarding subcontracts for noncommercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, the Contractor shall conduct market research to determine, in the following order of priority, whether—

(1) A commercial product or commercial service can meet the agency's requirements;

(2) The requirements could be modified so the agency could use existing commercial products or commercial service;

(3) A commercial product or commercial service could be modified to meet the agency's requirements; or

(4) The requirement can only be satisfied by a nondevelopmental item.

I.20 FAR 52.211-5 Material Requirements (DEVIATION Jul 2025)

(a) Definitions. As used in this clause—

Reconditioned means restored to the original normal operating condition by readjustments and material replacement. Remanufactured means factory rebuilt to original specifications.

(b) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(c) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(d) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

I.21 FAR 52.215-8 Order of Precedence - Uniform Contract Format (DEVIATION Jan 2026)

Any inconsistency in this request for proposal or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

I.22 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026)

(a) Unless an exception under FAR 15.403-2 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408-2, Table 15-1 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price) before awarding any subcontract expected to exceed $2 million under any prime contract awarded before July 1, 2018.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-3(a), the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

I.23 FAR 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-3(a); and

(2) Be limited to such modifications.

(b) Unless an exception under FAR 15.403-2 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408-2, Table 15-1 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)before modifying a subcontract under a prime contract awarded before July 1, 2018 if the modification involves a pricing adjustment expected to exceed $2.5 million.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds $2.5 million.

I.24 FAR 52.215-14 Integrity of Unit Prices (Nov 2021)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (*e.g.,* manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b) of this clause, in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award; construction or architect-engineer services under FAR part 36; utility services under FAR part 41; services where supplies are not required; commercial products and commercial services; and petroleum products.

I.25 FAR 52.215-23 Limitations on Pass-Through Charges – Identification of Subcontract Effort (DEVIATION Jan 2026) Alternate I (Oct 2009)

(a) Definitions. As used in this clause –

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

No or *negligible value* means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in Federal Acquisition Regulation (FAR)2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor, as defined in FAR part 44, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if-

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR 31; and

(2) For applicable DoD fixed-price contracts, as identified in 15.110(v)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.110(v)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-3(a) on the date of subcontract award.

I.26 FAR 52.219-8 Utilization of Small Business Concerns (DEVIATION DEC 2025)

(a) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent of which is owned and controlled (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)"; and

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

I.27 FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION Mar 2026) Modified by DEAR 970.5219

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Management and Operating Contractor Subcontract Reporting Capability (MOSRC) " means a DOE system and associated processes to collect key information about Management and Operating Contractor first-tier subcontracts for reporting to the Small Business Administration.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting. Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c) (1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting

an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer will include the subcontracting plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate the subcontracting plan, then the Offeror will not be eligible for award of a contract.

(2) (i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé’s principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteranowned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;(v)Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g., ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the SPR. The reports shall provide information on subcontract awards to small

business concerns (including ANCs and Indian tribes that are not small businesses), veteranowned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using SPR;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and womenowned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or womenowned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and(D)Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteranowned small business, HUBZone small business, small disadvantaged business, and women-

owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteranowned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to

meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be monitored in SPR by the agency that approved the plan. This report shall be submitted within 45 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based SPR. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 45 days of contract completion. Reports are due 45 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When notified of any anomaly, discrepancy, or error in the ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice.

(ii) (A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) In the case of a subcontract with a subcontracting plan, the responsibility to monitor the ISR belongs to the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by November 14 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The responsibility to monitor SSRs in SPR, including SSRs submitted by subcontractors with subcontracting plans, belongs to the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The responsibility to monitor SSRs for commercial plans belongs to the Government agency that approved the commercial plan.

(3) MOSRC.
The Contractor shall collect and report data via MOSRC necessary for DOE to meet its agency reporting requirements, as determined by the Small Business Administration. The Contractor shall report first-tier subcontract data in MOSRC. Classified subcontracts shall not be reported. Subcontracts with Controlled Unclassified Information marking shall not be reported if restricted by its category. The Contractor should contact its Contracting Officer if uncertain of reporting requirements. The MOSRC requirement does not replace any other reporting requirements under this clause.

I.28 FAR 52.219-16 Liquidated Damages-Subcontracting Plan (DEVIATION Dec 2025)

(a) The Government will measure performance by applying the percentage goals to the total actual subcontracting dollars, or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (b) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in a stated amount. The amount of probable damages attributable to the Contractor's failure to comply shall equal the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(b) Before the Contracting Officer makes a final decision that the Contractor has failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate the good faith efforts it made and to discuss the matter. The Contracting Officer may take failure to respond to the notice as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer will issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (a) of this clause.

(c) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(d) The Contractor has the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(e) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.29 FAR 52.222-1 Notice To The Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.30 FAR 52.222-3 Convict Labor (Jun 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this Contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons:

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if:

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.31 FAR 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (Mar 2026)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.301-1) must require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold

payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors must maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and must make them available to the Government until 3 years after contract completion. The records must contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors must allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also must allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor must insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor must be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

I.32 FAR 52.222-11 Subcontracts (Labor Standards) (DEVIATION MAR 2026)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled:

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination – Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

I.33 Reserved

I.34 Reserved

I.35 Reserved

I.36 FAR 52.222-35 Equal Opportunity for Veterans (DEVIATION Mar 2026)

(a) Definitions. As used in this clause- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.37 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION Mar 2026)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.38 FAR 52.222-37 Employment Reports on Veterans (DEVIATION Mar 2026)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on –

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.39 FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEVIATION Mar 2026)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor–Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.40 FAR 52.222-50 Combating Trafficking in Persons (DEVIATION Mar 2026)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means –

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person –

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of –

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for –

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to –

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means –

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment –

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor must –

(1) Notify its employees and agents of –

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor noncompliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor must, at a minimum —

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not –

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from —

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that —

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that —

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either —

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that —

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

I.41 FAR 52.222-54 Employment Eligibility Verification (DEVIATION Mar 2026)

(a) Definitions. As used in this clause –

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or

not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)- 12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States

I.42 FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION Jan 2026))

(a) Definitions. As used in this clause—

Biobased product a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

I.43 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (DEVIATION JAN 2026) Alternate I (DEVIATION JAN 2026)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be

submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

I.44 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024)

(a) *Definitions*. As used in this clause-

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050)nd the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

I.45 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Mitzi Heard at DOE SLAC Site Office.

I.46 Reserved

I.47 FAR 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (DEVIATION Jan 2026)

(a) Definitions. As used in this clause– Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as— (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * The Contractor shall insert the name of the substance(s).

I.48 FAR 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (DEVIATION JAN 2026)

In accordance with 40 CFR 82.84(a)(3), the Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

I.49 Reserved

I.50 Reserved

I.51 Reserved

I.52 Reserved

I.53 Reserved

I.54 Reserved

I.55 FAR 52.223-19 Compliance with Environmental Management Systems (May 2011)

The Contractor's work under this Contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

I.56 FAR 52.224-1 Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I.57 FAR 52.224-2 Privacy Act (Apr 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this Contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this Contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the Contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I.58 FAR 52.225-1 Buy American-Supplies (DEVIATION Jan 2026) Modified by DEAR 970.2570-1

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Domestic end product means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see (a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of

both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

I.59 FAR 52.225-8 Duty-Free Entry (Oct 2010)

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this Contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $15,000 that are to be imported into the customs territory of the United States for delivery to the Government under this Contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the—

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if—

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this Contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to—

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the—

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if—

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of $15,000 may be imported into the customs territory of the United States.

I.60 FAR 52.225-9 Buy American-Construction Materials (DEVIATION Jan 2026)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost

of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR (a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:_____ [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

I.61 FAR 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this Contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/.

More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http://www.treas.gov/offices/enforcement/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.62 Reserved

I.63 FAR 52.229-8 Taxes – Foreign Cost-Reimbursement Contracts (Mar 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____ [insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____ [insert name of country], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.64 FAR 52.230-2 Cost Accounting Standards (DEVIATION Nov 2025)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.205 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.205(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

I.65 FAR 52.230-6 Administration of Cost Accounting Standards (DEVIATION Nov 2025)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

(a) Definitions. As used in this clause

Affected CAS-covered contract or subcontract means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor-

(1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or

(2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

Cognizant Federal agency official (CFAO) means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

Desirable change means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

Fixed-price contracts and subcontracts means—

(1) The following types of fixed-price contracts and subcontracts—

(i) Firm-fixed-price contracts;

(ii) Fixed-priced contracts with economic price adjustment (except when price adjustments are based on actual costs of labor or material); and

(iii) Firm-fixed-price, level-of-effort term contracts.

(2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR part 16);

(3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR part 16); and

(4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR part 16).

Flexibly-priced contracts and subcontracts means—

(1) The following types of fixed-price contracts and subcontracts—

(i) Fixed-price contracts with economic price adjustment based on actual costs of labor or material;

(ii) Fixed-price incentive contract;

(iii) Fixed-price contracts with prospective price redetermination.; and

(iv) Fixed-ceiling-price contracts with retroactive price redetermination.

(2) Cost-reimbursement contracts and subcontracts (FAR part 16);

(3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR part 16);

(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR part 16); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR part 16).

Noncompliance means a failure in estimating, accumulating, or reporting costs to-

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

Required change means-

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance. Unilateral change means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230- 3, Disclosure and Consistency of Cost Accounting Practices; paragraph (a)(4) of the clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices–Foreign Concerns; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards–Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contact award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4)-

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO-

(1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;

(2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;

(3) For any request for a desirable change that is based on the criteria in FAR 30.302-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and

(4) For any request for a desirable change that is based on criteria other than that in FAR 30.302-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall-

(1) Calculate the cost impact in accordance with paragraph (f) of this clause;

(2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly priced contracts and subcontracts;

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall-

(1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;

(2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include-

(i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

(ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;

(3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).

(2) For unilateral changes-

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixedpriced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes-

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) The total overpayments and underpayments made by the Government during the period of noncompliance.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to-

(i) Include only those affected CAS-covered contracts and subcontracts having-

(A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and

(B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and

(ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.

(3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established).

(2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:

(i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

(ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.

(3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant

practice was replaced with a compliant practice), the difference is increased cost to the Government.

(ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

(4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated GDM of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR part 33 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to-

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4; and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, 52.230-4, or 52.230-5-

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall-

(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and

(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.

(n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

I.66 FAR 52.232-17 Interest (May 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

I.67 FAR 52.232-24 Prohibition of Assignment of Claims (May 2014)

The assignment of claims under the Assignment of Claims Act of 1940 "(31 U.S.C. 3727, 41 U.S.C.6305)" is prohibited for this contract.

I.68 FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

I.69 FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

I.70 FAR 52.233-1 Disputes (DEVIATION NOV 2025) Alternate I (DEVIATION Nov 2025)

Definitions. As used in this clause-

(a) Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under

41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time. Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.

(d) (1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification must state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) (1) The Government must pay interest on the amount found due and unpaid from the date that-

(i) The Contracting Officer receives the claim (certified, if required); or

(ii) Payment otherwise would be due, if that date is later, until the date of payment.

(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the

period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.

(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

I.71 FAR 52.233-3 Protest After Award (Aug 1996) Alternate I (Jun 1985)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this Contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this Contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this Contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this Contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this Contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

I.72 FAR 52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION Nov 2025)

United States law will apply to resolve any claim of breach of this contract.

I.73 FAR 52.236-8 Other Contracts (DEVIATION Aug 2025)

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—

(1) Other contractors; and

(2) Government employees.

(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor's scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

I.74 FAR 52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this Contract are vital to the Government and must be continued without interruption and that, upon Contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) Furnish phase-in, phase-out services for up to 90 days after this Contract expires, and

(2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract.

I.75 Reserved

I.76 FAR 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)

(a) Notwithstanding any other clause of this Contract—

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this Contract that have been determined not to be allowable under the Contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If

the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

I.77 FAR 52.242-13 Bankruptcy (Jul 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

I.78 FAR 52.242-15 Stop Work Order (Aug 1989) ALTERNATE I (Apr 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either–

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if–

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.79 FAR 52.244-5 Competition in Subcontracting (Aug 2024)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the DoD Mentor-Protégé Program (10 U.S.C. 4902), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.80 FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION Apr 2026)

(a) Definitions. As used in this clause— Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101. Subcontract has the meaning at FAR 44.401

(b) Requirements.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Person	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Person, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements	MAY 2014

52.222-53	Exemption Application of the service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222.90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	SEP 2025
52.240-91 with Alt 1	Security Prohibitions and Exclusions, with its Alternate I	SEP 2025
52.240-92	Security Requirements	SEP 2025
52.240-92 with Alt II	Security Requirements, with its Alternate II	SEP 2025
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

I.81 FAR 52.247-1 Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-

reimbursement Contract No. DE-AC02-76-SF00515. This may be confirmed by contacting the Contracting Officer at 2575 Sand Hill Road, Menlo Park, CA 94025.

I.82 FAR 52.247-63 Preference for U.S.-Flag Carriers (Jan 2025)

(a) Definitions. As used in this clause –

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an entity granted authority to provide air transportation in the form of a certificate of public convenience and necessity under 49 U.S.C. 41102.

(b) U.S. Government-financed international air transportation. 49 U.S.C. 40118, Government financed air transportation (commonly referred to as the Fly America Act), requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the General Services Administration to issue regulations that, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) Use of U.S.-flag carriers for international air transportation. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property

(d) Statement of unavailability of U.S.-flag air carriers. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation) [State reasons]:_____ (End of statement)

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

I.83 FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION Dec 2025)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 55305) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both

(i) the Contracting Officer and

(ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies

(i) within 20 working days of the date of loading for shipments originating in the United States, or

(ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

I.84 FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and

made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above-referenced transportation documents to—

General Services Administration
ATTN: FWA
1800 F Street, NW
Washington, DC 20405

I.85 FAR 52.249-6 Termination (Cost-Reimbursement)(May 2004) As Modified By DEAR 970.4905-1 (Dec 2000)

(a) The Government may terminate performance of work under this Contract in whole or, from time to time, in part, if—

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this Contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the Parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this Contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this Contract, the cost of which the Contractor has been or will be reimbursed under this Contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) Is not required to extend credit to any purchaser; and,

(ii) May acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this Contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The Contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this Contract, not previously paid, for the performance of this Contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the Contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the Contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, as supplemented in subpart 970.31 of the Department of Energy Acquisition Regulation in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor—

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this Contract;

(2) Any claim which the Government has against the Contractor under this Contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the Contract when there is a partial termination. The Contracting Officer shall amend the Contract to reflect the agreement.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this Contract does not include a fee.

I.86 FAR 52.249-14 Excusable Delays (Apr 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are:

(1) acts of God or of the public enemy,

(2) acts of the Government in either its sovereign or contractual capacity,

(3) fires,

(4) floods,

(5) epidemics,

(6) quarantine restrictions,

(7) strikes,

(8) freight embargoes, and

(9) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless—

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this Contract.

I.87 Reserved

I.88 Reserved

I.89 FAR 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

I.90 FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any FAR or DEAR [*insert regulation name*] (48 CFR) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

I.91 FAR 52.253-1 Computer Generated Forms (Dec 2025)

(a) Any data required to be submitted on a Standard or Optional Form may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition 3 date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.92 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (Dec 2000)

See full text in H.6.3.15.

I.93 DEAR 952.204-72 Disclosure of Information (Apr 1994)

See full text in H.6.0.2.

I.94 DEAR 952.204-75 Public Affairs (Dec 2000)(DEVIATION for RWG)(Aug 2016)

See full text in H.4.4.3.

I.95 DEAR 952.208-7 Tagging of Leased Vehicles (Apr 1984)

See full text in H.7.5.

I.96 DEAR 952.209-72 Organizational Conflicts of Interest (Aug 2009)(Alternate 1 – Aug 2009)

See full text in H.6.0.7.

I.97 DEAR 952.211-71 Priorities and Allocations (Atomic Energy)(Apr 2008)

See full text in H.6.0.5.

I.98 DEAR 952.215-70 Key Personnel (Dec 2024)

See full text in H.4.2.4.

I.99 Reserved

I.100 Reserved

I.101 DEAR 952.235-71 Research Misconduct (Jul 2005)

See full text at H.1.5.

I.102 DEAR 952.242-70 Technical Direction (Dec 2000)

See full text in H.4.2.1.

I.103 Reserved by M911

I.104 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (OCT 2005) (Implementing the Price Anderson Amendments Act of 2005 Per A.L. 2012-10)

See full text in H.4.3.4.

I.105 DEAR 952.251-70 Contractor Employee Travel Discounts (Aug 2009)

See full text in H.6.1.21.

I.106 DEAR 970.5203-1 Management Controls (PF 2022-23)(OCT 2021)

See full text in H.4.1.2.

I.107 DEAR 970.5203-3 Contractor's Organization (Dec 2000) SC Alternate (Apr 2018)

See full text in H.4.2.3.

I.108 DEAR 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000)(DEVIATION for RWG)(Aug 2016)

See full text in H.4.0.2.

I.109 DEAR 970.5204-3 Access to and Ownership of Records (Oct 2014)(DEVIATION)

See full text in H.6.0.4.

I.110 DEAR 970.5211-1 Work Authorization (May 2007)

See full text in H.4.2.2.

I.111 DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives — Facility Management Contracts (Aug 2009), Alternate I (Aug 2009)(DEVIATION for RWG)(Aug 2016)

See full text in H.4.3.2

I.112 DEAR 970.5217-1 Strategic Partnership Projects Program (Non-DOE Funded Work)(December 2024)

See full text in H.1.2.1.

I.113 DEAR 970.5222-1 Collective Bargaining Agreements Management and Operating Contracts (Dec 2000)

See full text in H.6.3.12.

I.114 DEAR 970.5222-2 Overtime Management (Dec 2000)

See full text in H.6.3.10.

I.115 DEAR 970.5226-5 Workplace Substance Abuse Programs at DOE Sites (Dec 2010)

See full text in H.6.3.16.

I.116 DEAR 970.5223-7 Sustainable Acquisition Program (Oct 2010) Alternate I for Construction Contracts and Subcontracts (Oct 2010)

See full text in H.6.2.4

I.117 Reserved

I.118 Reserved by M911

I.119 DEAR 970.5227-2 Rights In Data - Technology Transfer (December 2024)

See full text in H.1.4.2.

I.120 DEAR 970.5227-3 Technology Transfer Mission (December 2024)

See full text in H.1.2.2.

I.121 DEAR 970.5227-4 Authorization and Consent (Dec 2024)

See full text in H.6.5.1.

I.122 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2024)

See full text in H.6.5.2

I.123 DEAR 970.5227-6 Patent Indemnity—Subcontracts (Dec 2000)

See full text in H.6.5.3.

I.124 DEAR 970.5227-8 Refund of Royalties (Aug 2002)

See full text in H.6.5.4.

I.125 DEAR 970.5227-10 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (December 2024)

See full text in H.1.4.1.

I.126 DEAR 970.5228-1 Insurance – Litigation and Claims (Jul 2013)

See full text in H.4.3.9.

I.127 DEAR 970.5229-1 State and Local Taxes (Dec 2000)

See full text in H.6.1.22.

I.128 DEAR 970.5231-4 Pre-Existing Conditions (Dec 2000) Alternate I (Dec 2000)

See full text in H.4.3.6.

I.129 DEAR 970.5232-1 Reduction or Suspension of Advance, Partial, or Progress Payments (Dec 2000)

See full text in H.6.0.6.

I.130 DEAR 970.5232-2 Payments and Advances (Dec 2024)

See full text in H.6.1.16.

I.131 DEAR 970.5232-3 Accounts, Records and Inspection (Dec 2024)

See full text in H.6.1.3.

I.132 DEAR 970.5232-4 Obligations of Funds (Dec 2000)

See full text in H.6.1.12.

I.133 DEAR 970.5232-5 Liability with Respect to Cost Accounting Standards (Dec 2000)

See full text in H.6.1.5.

I.134 DEAR 970.5232-6 Strategic Partnership Project Funding Authorization (April 2015)

See full text in H.6.1.13.

I.135 DEAR 970.5232-7 Financial Management System (Dec 2024)

See full text in H.6.1.1.

I.136 DEAR 970.5232-8 Integrated Accounting (PF 2022-23)(Oct 2021)

See full text in H.6.1.4.

I.137 DEAR 970.5235-1 Federally Funded Research and Development Center Sponsoring Agreement (Dec 2024)

See full text in H.4.0.1.

I.138 DEAR 970.5236-1 Government Facility Subcontract Approval (SC Alternate)(Apr 2018)

See full text in H.7.0.

I.139 DEAR 970.5242-1 Penalties for Unallowable Costs (Aug 2009)

See full text in H.6.1.7.

I.140 DEAR 970.5243-1 Changes (Dec 2000)

See full text in H.1.6.

I.141 DEAR 970.5244-1 Contractor Purchasing System (DEC 2024)(SC Alt 2018)

See full text in H.6.2.2.

I.142 DEAR 970.5245-1 Property (Jan 2013)(DEVIATION) Alternate I (Dec 2000)

See full text in H.6.2.7.

I.143 DEAR 970.5223-1 Integration of Environment, Safety & Health Into Work Planning and Execution (Dec 2000)(DEVIATION for RWG)(Aug 2016)

See full text in H.5.0.1.

I.144 FAR 52.224-3 Privacy Training (Jan 2017)

(a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by the contractor employees who –

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge of users. At a minimum, the privacy training shall cover –

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 522a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store maintain, disseminate, disclose, dispose or otherwise handle

personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when the subcontractor employees will –

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

I.145 Reserved

I.146 FAR 52.242-5 Payments to Small Business Subcontractors (Jan 2017) added by M940

(a) Definitions. As used in this clause –

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) Notice. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after-

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor –

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(a) Content of notice. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.Notice.

I.147 Reserved

I.148 DEAR 952.204-2 Security Requirements (Aug 2016) added by M980

See full text at H.8.3.4

I.149 FAR 52.250.1 Indemnification Under Public Law 85-804 (Apr 1984)Alt I (Apr 1984) added by M980

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law85-804 (50 U.S.C. 1431-1435) and Executive Order10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against-

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2)is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for-

(1) Government claims against the Contractor (other than those arising through subrogation); or

(2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall-

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are-

(1) Excepted from the release required under this contract's clause relating to allowable cost; and

(2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

I.150 Reserved

I.151 Reserved

I.152 FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(a) *Definitions*. As used in this clause-

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph(b) of this clause does not contravene requirements applicable to Standard Form 312(Classified Information Nondisclosure Agreement), Form 4414(Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts(and as extended in continuing resolutions) use of funds appropriated(or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph(f), in subcontracts under such contracts.

I.153 FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies (DEVIATION Mar 2026)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in –

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $105,767 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

I.154 Reserved

I.155 Reserved

I.156 DEAR 970.5216-7 Allowable Cost and Payment (Oct 2021)(Deviation)(PF 2022-23)(Oct 2021)

See full text at H.6.1.23

I.157 Reserved

I.158 FAR 52.242-4 Certification of Final Indirect Costs (PF 2022- 23)(Oct 2021)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

I.159 FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

(a) *Definitions*. As used in this clause-

"Driving"–

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or

listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

I.160 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

I.161 FAR 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION SEP 2025)

(a) Definitions. As used in this clause –

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information-

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding

requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.162 FAR 52.240-91 Security Prohibitions and Exclusions (DEVIATION SEP 2025)

(a) Definitions. As used in this clause –

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)-
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that-
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a

Kaspersky Lab-covered entity. Kaspersky Lab-covered entity means-
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-=
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act-covered foreign entities.

(1) Prohibition. The Contractor is prohibited from-

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act-covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using-

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policyissues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdnhuman-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-offoreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original

equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or thirdparty audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including

through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with; (iv) The elements of (h)(1)(iii) through (ix) of this clause. (j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

I.163 FAR 52.208-91 GSA Fleet Vehicles and Related Services (DEVIATION NOV 2025)

The Contracting Officer may issue the Contractor an authorization to obtain GSA Fleet vehicles and related services for use in the performance of this contract. The use, service, and maintenance of GSA Fleet vehicles and the use of related service, and maintenance of GSA Fleet vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 102-34.

I.164 Reserved

I.165 FAR 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (DEVIATION Aug 2025)

(a) Definitions. As used in this clause:

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) (see 25 U.S.C. 1452) and any “Native” as defined in the Alaska Native Claims Settlement Act (see 43 U.S.C. 1602).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA. See 25 U.S.C. 1452.

Interested party means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to receive a subcontract.

(b) Opportunity to participate in subcontracts. The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises maximum practicable opportunity to participate in the subcontracts it awards, while still efficiently performing its contract.

(1) The Contracting Officer and the Contractor may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its own eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(2) If the representation of a subcontractor is challenged, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Acquisition Management Director (https://www.bia.gov/as-%20ia/ocfo/acquisitions).

(3) BIA will determine the eligibility and notify the Contracting Officer. The Contractor shall not make an incentive payment within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be ineligible, the Contractor shall not make an incentive payment under the Indian Incentive Program.

(4) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type prime contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(5) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract first awarded to the Indian organization or Indian-owned economic enterprise.

(6) The Contractor must prove the amount claimed. They must request an adjustment before completing contract performance.

(c) Incentive payment. The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

I.166 FAR 52.223-23 Sustainable Products and Services (DEVIATION Jan 2026)

(a) Definitions. As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energyefficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program 7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptablesubstitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

I.167 FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (DEVIATION Jan 2026)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-3(a) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-3(a) is adjusted for inflation as set forth in FAR part 1, the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial products or commercial services.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may

provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-1 of FAR 15.408-2, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-1 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

I.168 FAR 52.246-26 Reporting Nonconforming Items (AUG 2024)

(a) Definitions. As used in this clause—

Common item means an item that has multiple applications versus a single or peculiar application.

Counterfeit item means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Critical item means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.

Critical nonconformance means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

Design activity means an organization, Government or contractor, that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.

Major nonconformance means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

Suspect counterfeit item means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

(b) The Contractor shall—

(1) Screen Government-Industry Data Exchange Program (GIDEP) reports, available at www.gidep.org, as a part of the Contractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) Provide written notification to the Contracting Officer within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that any end item, component, subassembly, part, or material contained in supplies purchased by the Contractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;

(3) Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer; and

(4) Except as provided in paragraph (c) of this clause, submit a report to GIDEP at www.gidep.org within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that an item purchased by the Contractor for delivery to, or for, the Government is–

(i) A counterfeit or suspect counterfeit item; or

(ii) A common item that has a major or critical nonconformance.

(c) The Contractor shall not submit a report as required by paragraph (b)(4) of this clause, if—

(1) The Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) The Contractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an on-going criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or

(3) For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (e.g., original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer.

(d) Reports submitted in accordance with paragraph (b)(4) of this clause shall not include—

(1) Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act (18 U.S.C. 1905); or

(2) Any other information prohibited from disclosure by statute or regulation.

(e) Additional guidance on the use of GIDEP is provided at https://www.gidep.org/login?returnUrl=%2Fdashboard.

(f) If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (i.e., an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly)) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual.

(g) Subcontracts.

(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert this clause, including this paragraph (g), in subcontracts that are for–

(i) Items subject to higher-level quality standards in accordance with the clause at Federal Acquisition Regulation (FAR) 52.246-11, Higher-Level Contract Quality Requirement;

(ii) Items that the Contractor determines to be critical items for which use of the clause is appropriate;

(iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award,and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or

(iv) For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause.

(2) The Contractor shall not insert the clause in subcontracts for– (i) Commercial products and commercial services; or (ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.

(3) The Contractor shall not alter the clause other than to identify the appropriate parties.

I.169 FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

I.170 FAR 52.208-90 Government Supply Sources (DEVIATION NOV 2025)(SC Alternate)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the Section I Clause DEAR 970.5245-1 entitled “Property,” apply to all property acquired under such authorization.

I.171 DEAR 970.5217-2 Agreements for Commercializing Technology (ACT)(December 2024)
See full text in H.1.2.5

Appendices

A – Performance Evaluation & Measurement Plan

B – Special Financial Institution Account

C – DOE Directives List

D – Subcontracting Plan (FY25)

E – Particle Astrophysics & Cosmology Building MOA (Kavli Building)

F – Lease Agreement (for informational purposes only)

G – Arrillaga SLAC Athletic Facilities MOA

H – User Lodging Facility MOA (Stanford Guest House)

I – Reserved

J – Stanford Research Computing Facility MOA

K – Photon Science Laboratory Building MOA

L – Approved Site Compliance Plans

APPENDIX A

Fiscal Year 2026

Performance Evaluation & Measurement Plan (PEMP)

(Incorporated by MOD 1221)

The PEMP is incorporated by reference and located on the SLAC Legal Website:

https://live-slac-legal-d9.pantheonsite.io/doesu-contract

APPENDIX B

Special Financial Institution Account Agreement

SPECIAL DEMAND DEPOSIT ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT MODIFICATION # 1

The Agreement entered into on the 4th day of August 2022 (this "Agreement"), between the UNITED STATES OF AMERICA (the "Government"), represented by the Department of Energy (hereinafter referred to as "DOE"), The Board of Trustees of the Leland Stanford, Jr. "University", a trust with corporate powers existing under the laws of the State of California in performance of its management and operations contract for the SLAC National Accelerator Laboratory (hereinafter referred to as the "Contractor"), and MUFG Union Bank, N.A. (f/k/a/ Union Bank, N.A.), a national banking association organized and existing under the laws of the United States of America, with an office located in San Francisco, California (hereinafter referred to as the "Financial Institution") has been modified as follows:

MUFG Union Bank, N.A. (f/k/a/ Union Bank, N.A.), a national banking association organized and existing under the laws of the United States of America, with an office located in San Francisco, California (hereinafter referred to as the "Financial Institution"), has been acquired by and shall now be known as U.S. Bank National Association, a national banking association organized and operating under the laws of the United States of America (hereinafter referred to as the Financial Institution). This change is effective as of July 5, 2023.

RECITALS

(a) The DOE and the Contractor entered into Contract No. DE-AC02-76SF00515 providing for advance payments to the Contractor (the "Contract").

(b) The Contract requires amounts advanced to the Contractor be deposited separate from the Contractor's general or other funds, in a Special Account (also referred to as "Special Demand Deposit Account" in this Agreement) at a member bank of the Federal Reserve System, any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration. The parties to the Contract have agreed to deposit the amounts with the Financial Institution, which meets the requirement.

(c) The "Special Demand Deposit Account" shall contain "Controlled Disbursement Sub-accounts" which shall be designated:

"SLAC National Accelerator Laboratory Payroll Account"
and
"SLAC National Accelerator Laboratory Accounts Payable Account"

(d) For the purposes of this Agreement, the references to the "Government" shall mean DOE.

COVENANTS

In consideration of the foregoing, and for other good and valuable consideration, it is agreed that:

(1) The Government has a lien on the credit balance in the Special Demand Deposit Account to

secure the repayment of every advance payment made to the Contractor. The lien is paramount to any lien or claim of the Financial Institution regarding the account.

(2) The Financial Institution is bound by the terms of the Contract relating to the deposit and withdrawal of funds in the Special Demand Deposit Account, but is unaccountable for the application of funds withdrawn from the Account. The Financial Institution shall act on any written directions from the DOE Contracting Officer, the Contractor's administering office, or a duly authorized representative of either. The Financial Institution is unaccountable to any party to the Contract for any action complying with the written directions. Any written directions received by the Financial Institution through the DOE Contracting Officer on DOE stationery and purporting to be signed by, or by the direction of DOE or duly authorized representative, may be, as far as the rights, duties, and liabilities of the Financial Institution are concerned, considered as being properly issued and filed with the Financial Institution by the DOE.

(3) The Government, or its authorized representatives, shall have access to the financial records maintained by the Financial Institution with respect to such Special Demand Deposit Account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the Bank for a period of 6 years after the final payment under this Agreement, unless records are transferred to Contractor for their retention at an earlier date.

(4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Demand Deposit Account, the Financial Institution shall promptly notify the Government at:

US Department of Energy
Office of Science, SLAC National Accelerator Laboratory
SLAC Site Office, Contracting Officer
2575 Sand Hill Rd, Bldg. 52
Menlo Park, California 94025

(5) DOE authorizes funds to the extent obligations have been incurred in good faith there under by the Contractor to the Financial Institution for the benefit of the Special Account. The Financial Institution agrees to honor upon presentation for payment any payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the Special Demand Deposit Account in a net positive and as close to zero as administratively possible. The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the SLAC National Accelerator Laboratory Statement of Work for Banking Services, dated 21 July 2022 (Attachment A).

The Financial Institution agrees the per-item costs, detailed in the "Monthly Account Analysis Statement" described below will remain constant during the term of this Agreement, including the option periods. The Financial Institution shall calculate the monthly fees based on services rendered and provide a statement to the Contractor. The Financial Institution will charge the

Special Demand Deposit Account for the amount due within 30 days after the end of the monthly settlement period.

(6) The Financial Institution shall post collateral, acceptable under 31 CFR 202 – Depositaries and Financial Agents of the Federal Government, with the Federal Reserve Bank in an amount equal to the net balances in all the accounts included in this Agreement (including the non-interest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.

(7) This Agreement, with all its provisions and covenants, shall be in effect for a term of five (5) years, beginning on the 4th day of August 2022, and ending on the 3rd day of August 2027.

(8) The Government, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the accounts during this 90-day period are contained in Covenant 11.

(9) The Government or the Contractor may terminate the Agreement at any time upon thirty (30) days written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement, or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

(10) Notwithstanding the provisions of Covenants 8 and 9, in the event the Contract, referenced in Recital (a), between the Government and the Contractor is not renewed or is terminated, this Agreement between the Government, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

(11) In the event of termination or expiration, the Financial Institution agrees to retain the Contractor's "Special Demand Deposit Account" and "Controlled Disbursement Sub-accounts" for an additional 90-day period following the term end date to allow for clearance of outstanding checks. During this 90-day period, the Government will ensure that the Special Demand Deposit Account shall have sufficient funds to cover all outstanding checks presented for payment.

a. After all outstanding payment items have been cleared or a stop payment order has been issued therefore, the remaining authorized balance in the payment cleared funding account must be reduced to zero and the account closed in Automated Standard Application for Payments (ASAP 1031). It is further understood that the Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the account, less Federal Deposit insurance Corporation (FDIC) coverage on the accounts, and that no cost of such collateralization shall accrue to the

Contractor or the Government.

b. During the 90-day period, the Financial Institution shall bill the Contractor for the actual service charges rendered in accordance with the " Monthly Account Analysis Statement", in effect at that time.

c. During the entire 90-day period, it is further understood that:

i. The Financial Institution shall maintain sufficient collateral to cover Government funds in all DOE accounts, covered by this Agreement less Federal Deposit Insurance Corporation coverage on the accounts.
ii. All service charges shall be consistent with the amounts reflected in Agreement.
iii. All terms and conditions of this Agreement that are not inconsistent with this 90-day additional term shall remain in effect.
iv. This Agreement shall continue in effect, with exception of the following covenants:
    1. Term Agreement (Covenant 7)
    2. Termination of Agreement (Covenant 8 and 9)

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," and "Monthly Account Analysis Statement." These forms have been accepted by the Contractor and the Government and are incorporated herein. The "Monthly Account Analysis Statement" for the month of June 2022 will represent the item unit pricing for transactions throughout the term as represented in Covenant 7, unless otherwise agreed to by the parties.

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IN WITNESS THEREOF the parties hereto have caused this Agreement, which consists of six (6) pages including the signature pages, to be executed as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE LELAND STANFORD, JR. UNIVERSITY:

By: William Zangara
(Name of Contractor's Representative)
Director, Supply Chain Management
(Title)
2575 Sand Hill Rd., Menlo Park, CA 94025
(Address)
Jul 5, 2023
(Date)

(Signature)

U.S. Bank National Association:

By: Jason Glidden
(Name of Authorized Representative)
Senior Vice President, U.S. Bank Federal Banking Division
(Title)
1025 Connecticut Ave. NW, Suite 510, Washington, DC 20036
(Address)
Jul 6, 2023
(Date)

(Signature)

THE UNITED STATES OF AMERICA

U.S. Department of Energy

By: Katherine Woo
(Name of Agency Representative)
Contracting Officer
(Title)
2575 Sand Hill Rd., MS-8A, Menlo Park, CA 94025
(Address)

Jul 6, 2023
(Date)

(Signature)

Appendix C
DOE Directives List

DOE Directives for Inclusion in Contract as of September 2026

The full text of the Directives can be found on http://www.directives.doe.gov/

DOE Document Number	Change Notice	Title	Date	Site Compliance Plan	Add, Update, Retain, or Corrected	Applicable Sections	Functional Area	Changes
DOE O 142.3 C		Unclassified Foreign National Access Program	3/31/2026	Yes	Add	(CRD only)	S&S	
DOE O 200.1 A	Chg. 2	Information Technology Management	8/11/2023	Yes	Retain	(CRD only)	IA	
DOE O 206.1	Chg. 1 (MinChg)	Department of Energy Privacy Program	11/01/2018	Yes	Retain	(CRD only)	IA	
DOE O 221.1 A		Reporting Fraud, Waste & Abuse to the Office of Inspector General	4/19/2008	Not needed	Retain	(CRD only)	IA	
DOE O 221.2 A		Cooperation with the Office of Inspector General	2/25/2008	Not needed	Retain	Section 6 and CRD	IA	
DOE O 225.1 B		Accident Investigations	3/4/2011	Not needed	Retain	(CRD only)	ESH	
DOE O 227.1 B		Independent Oversight Program	08/05/2026	Not Needed	Update	(CRD only)	WP	
DOE O 241.1 D		Scientific and Technical Information Management	08/05/2026	Not Needed	Update	(CRD only)	IA	
DOE O 243.1 D		Records Management Program	08/05/2026	Yes	Update	(CRD only)	IA	
DOE O 413.2 D		Laboratory Directed Research and Development (LDRD)	08/05/2026	Yes	Update	(CRD only)	B&S	
DOE O 413.3 C		Program and Project Management for the Acquisition of Capital Assets	08/05/2026	Yes	Update	(CRD only)	WP	
DOE O 414.1 F		Quality Assurance	08/05/2026	Not Needed	Update	(CRD only)	WP	
DOE O 420.2 E		Safety of Accelerators	08/05/2026	Yes	Update	(CRD only)	ESH	
DOE M 435.1 -1	Chg. 2 (Admin. Chg.)	Radioactive Waste Management Manual	6/8/2011	Not Needed	Retain	(Include: Chapters I and IV only, Exclude: Section I.1.E, IV.D.4, IV.E, IV.G.(1)(d), IV.M.(1)(c), IV.M.(2)(e), IV.M.(3), IV.N.(2), IV.P, IV.Q, IV.R.(1), and IV.R.(3))	ESH	
DOE O 437.1 A		Bridge and Tunnel Management	8/05/2026	Yes	Add	(CRD only)	ES&H	
DOE O 443.1 D		Protection of Human Research Projects	08/05/2026	Yes	Update	(CRD only)	ESH	
DOE P 450.4 A	Chg 1 (Min. Chg.)	Integrated Safety Management Policy	1/18/2018	Not Needed	Retain		WP	
DOE O 456.1 B		The Safe Handling of Unbound Engineered Nanoparticles	08/05/2026	Yes	Update		ESH	

DOE Document Number				Change Notice	Title	Date	Site Compliance Plan	Add, Update, Retain, or Corrected	Applicable Sections	Functional Area	Changes
DOE	O	458.1		Chg. 5	Radiation Protection of the Public and the Environment	01/30/2025	Yes	Retain	(CRD only)	ESH	
DOE	O	470.3	C	Chg.2 (LtdChg)	(U) Design Basis Threat (DBT)	2/23/2024	Yes	Retain	(CRD only)	S&S	
DOE	O	470.5			Insider Threat Program	6/02/2014	Yes	Retain	(CRD only)	S&S	
DOE	O	470.7			Safeguards and Security Program	8/05/2026	Yes	Add	(CRD only)	S&S	
DOE	O	472.2	A		Personnel Security	6/10/2022	Yes	Retain	(CRD only)	S&S	
DOE	O	475.1			Counterintelligence Program	12/10/2004	Yes	Retain	(CRD only)	WP	
DOE	O	475.2	B		Identifying Classified Information	10/3/2014	Not Needed	Retain	(CRD Sections of 1.d, 1m, & 1n only)	WP	
DOE	O	481.1	F		Non-Federal Strategic Partnership Projects	08/05/2026	Not Needed	Update	(CRD only)	WP	
DOE	O	483.1	C		DOE Cooperative Research and Development Agreements	08/05/2026	Yes	Update	(CRD only)	WP	
DOE	O	484.1	A		Reimbursable Work for the Department of Homeland Security	08/05/2026	Not Needed	Update	(CRD only)	B&S	
DOE	P	485.1	A		Foreign Engagements with DOE National Laboratories	12/13/2019	Not Needed	Retain	Comply w/SLAC Policy	B&S S&S	
DOE	O	486.1	A		Foreign Government Sponsored or Affiliated Activities	09/02/2020	Not Needed	Retain	(CRD only)	ESH	
DOE	O	520.1	C		Financial Management and Chief Financial Officer Responsibilities	08/05/2026	Not Needed	Update	(CRD Only)	B&S	
DOE	O	522.1	B		Pricing of Departmental Materials and Services	08/05/2026	Not Needed	Update		B&S	
DOE	O	550.1	A		Official Travel	08/05/2026	Yes	Update	(CRD only)	B&S	

Leadership/Mgmt Planning	LMP
Information and Analysis	IA
Human Resources	HR
Work Process	WP
Business and Support Svs	B&S
Safeguard and Security	S&S
ES&H	ESH

Appendix D

Small Business Subcontracting Plan

for

FY 2026

The following, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, and General Provision clause "Small Business SubcontractingPlan."

INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

Contractor:	SLAC National Accelerator Lab (SLAC)
Address:	2575 Sand Hill Road, Menlo Park, CA 94025
Solicitation/Contract #:	DE-AC02-76SF00515
Item/Service:	M&O Services
Total Amount of Contract (Including Options):	$13,014,186,859.51
Period of Contract Performance:	01 October 2022 to 30 September 2027

1. **Type of Plan**
   This Individual Contract Plan is a subcontracting plan that covers the entire contract period (including option periods), applies to the specific contract identified above, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

   "SUBCONTRACT," means any agreement (other than one involving an employer-employee relationship) entered into by a government prime contractor or subcontractor calling for supplies or services required for performance of the contract, contract modification, or subcontract.

2. **Goals**
   Procurement volume is estimated and may vary depending on the project efforts in any given year. The small business goal as a percent will remain unchanged regardless of the actual dollars allotted for subcontracting.

   Based on the fiscal year 2026 budget request of $842,000,000 and an estimated actionable procurement volume of 25% of the annual budget, SLAC's small business socio-economic goals for Fiscal Year 2026 are as shown in Table A:

Table A.

Business Classification	FY26 Goal	FY26 Budget
Estimated M&O Budget	100%	$842,000,000
Total Estimated Subcontracting Opportunities (actionable spend)	25%	$210,500,000
Small Business (SB)*	50%	$105,250,000
Small DisadvantagedBusiness (SDB)	5%	$10,525,000
Woman Owned Business(WOB)	5%	$10,525,000
Veteran- Owned Small Business (VOSB)	4%	$8,420,000
Service-Disabled Small Business (SDOSB)	3%	$6,315,000
HUBZone Business (HUB)	3%	$6,315,000
Other Than Small Business*	50%	$105,250,000
TOTAL SMALL BUSINESS SUBCONTRACT AMOUNT	**50%**	**$105,250,000**

*Note: The Small Business Percentage combined with the Large Business Percentage must equal 100%. The 4 socio-economic categories are counted in the Small Business Percentage

3. **Exclusions**
   These goals are accumulated based on subcontracts and purchase orders placed and do not include other indirect costs. They will include all dollars awarded under Contract DE-AC02-76SF00515 with the exception of those dollars awarded to federal agencies, state, local governments, other Inter-Laboratory Authorizations through Memorandum Purchase Orders (MPOs) or to Intra-University entities through Intra-University Agreements (IUAs), building leases, and to firms outside the U.S.A. Other minor exclusions apply including payment for Utilities, to GSA for vehicle leases, travel costs for non-SLAC staff and society memberships.

4. **Subcontracted Products and Services**
   The principal products and services to be obtained in support of this Plan are those generally associated with an extremely diverse research and development environment. The business concerns in this Plan will generally supply a major portion of the goods and services listed in Table B.

Table B.

	SB	SDB	WOSB	HUBZone	SDV/VOSB	LB
Aluminum and other metals	x	x	x	x	x	x
Chemicals					x	
Clerical Staffing	x					x
Computer equipment andsupplies	x	x	x	x	x	x
Construction services andmaterials	x		x		x	x
Custodial equipment andsupplies	x				x	
Detectors	x					x
Electrical equipment and parts	x	x	x	x	x	x
Electrical material and supplies	x	x	x	x	x	x
Environmental Services	X					x
Furniture	X	x	x	x	x	x
Industrial hardware	X	x	x	x	x	x
Laboratory supplies					x	
Machine Shop, PCB's,Assemblies	X	x	x	x	x	
Misc. Magnets, etc.	X					x
Plastic products	X					x
Pumps, gauges and valves	X	x	x	x	x	x
Small Hardware Tools, etc.	X	x	x	x	x	x
Technical Staffing	X					x
Test Equipment	X	x	x	x	x	x
Tooling	X	x	x	x	x	x
Translating Services	X		x			

5. Goal Development

The socioeconomic goals utilized in the preparation of this Plan reflect the DOE M&O Laboratory standard goals. Although challenging to meet in time of large construction efforts, the established goals have been mutually agreed to with the Contracting Officer. Given the uncertainty of the FY 2026 DOE approved budget, this Plan is considered as a best estimate at this time. As in any cost reimbursement, operating contract environment, budget changes and other unforeseen considerations,which impact the achievement towards reaching the target percentage rate, will be reported with the achieved actual numbers.

6. Methods Used

SLAC relies on the information contained in System Award Management (SAM) as an accurate representation of a concern's size and ownership characteristics. In addition, SLAC, relies on the supplier master record contained in its Enterprise Resource Planning

(ERP) system to maintain a concerns size and ownership characteristics. Through monthly reporting from the ERP system, SLAC actively monitors its performance against small business subcontracting goals. We will, however, continue to conduct outreach efforts to increase our chances of meeting or exceeding our goals. This outreach consists of vendor fairs, subcontract site walks, and local community outreach efforts in the Bay Area.

7. Indirect Costs

Indirect costs have not been included in establishing the dollar and percentage subcontracting goals stated above.

8. Program Administrator

Name:	Nicole Colley
Title/Position:	SCM, Operations Strategy Manager
Address:	2575 Sand Hill Road, Menlo Park, CA 9402
Telephone:	650-926-2332

SLAC's Small Business Program Manager will administer this Subcontracting Plan. Any change in the name of the Small Business Program Manager will be communicated without delay to the Contracting Officer. Responsibilities of the Small Business Program Manager include:

a. Serve as SLAC's interface with small and socioeconomically disadvantaged businesses.
b. Maintain and keep current listings of small and socioeconomically disadvantaged businesses.
c. Participate as SLAC representative in small business trade fairs, specifically directed toward offering opportunities for participants to do business with SLAC.
d. Attend DOE-sponsored Small Business Program Manager Meetings and participate in the annual DOE Small Business Conference.
e. Participate in trade associations, business development organizations, and conferences to locate and identify small and socioeconomically disadvantaged business sources.
f. Counsel and discuss subcontracting opportunities with potential small and socioeconomically- disadvantaged business firms and arrange appropriate assistance to these firms as required and practicable.
g. Provide statistics to SLAC management on progress toward established goals and recognition of significant Contract Specialist performance in this area.
h. Hold periodic training and other meetings with the appropriate acquisition staff on the Socioeconomic Programs.
i. Conduct periodic meetings and otherwise communicate with SLAC organizational components covering SLAC's Socioeconomic Programs.

Administration of SLAC's Subcontracting Plan

a. SLAC staff is committed to offering a fair and equitable opportunity for small and socioeconomically disadvantaged business concerns, to compete for the goods and services required to support our ongoing research.

b. SLAC makes every effort to respond either verbally or in writing to requests received from firms that desire an opportunity to compete for purchase order/subcontract business.
c. The Small Business Program Manager may participate in the screening of purchase requisitions and may add suggested small and socioeconomically-disadvantaged businesses as potential sources for Subcontract Specialists consideration.
d. Staff members are encouraged to use the Small Business Dynamic Search database established and maintained by the SBA for locating small and socioeconomically disadvantaged businesses.
e. When appropriate Staff post written, competitive solicitations greater than Simplified Acquisition Threshold on Federal Business Opportunities (sam.gov) website to maximize exposure to small and socioeconomically disadvantaged businesses, procurements may be synopsized in an effort to locate additional qualified small and socioeconomically disadvantaged business concerns for participation.

9. Flow-Down clause

SLAC agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. The contractor will also require all subcontractors, except small business concerns, that receive subcontracts in excess of $900,000 ($2,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (See FAR 19.708(b)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small businesses and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.

10. Reporting and Cooperation

SLAC gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of the Individual Subcontract Report (ISR), and Summary Subcontract Report (SSR) in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit ISR, SSR and SDB reports if applicable.

Submission of the ISR, SSR and SDB reports will occur through the Electronic Subcontract Reporting System (https://esrs.symplicity.com/) using the following schedule:

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	Individual Subcontract Report (ISR)	04/30
Apr 1 - Sep 30	Individual Subcontract Report (ISR)	10/30
Oct 1 - Sep 30	Summary Subcontract Report (SSR)	10/30

11. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. Lists of guides and other electronic data systems for identifying small business concerns.
b. Organizations contacted in an attempt to locate small business sources;
c. On a contract-by-contract basis, records on all subcontract solicitations over the simplified acquisition threshold, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small businesses were solicited, and if not, why not; (3) whether service-disabled/veteran-owned businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small businesses were solicited, and if not, why not; and (7) reason for failure of solicited small business concerns to receive the subcontract award;
d. Records to support other outreach efforts, e.g., contacts with small businesses, trade associations, APEX, SBA, attendance at small business procurement conferences and trade fairs;
e. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
f. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor.

12. Miscellaneous Assurances

SLAC will:

a.

(i) cooperate in any studies or surveys as may be required
(ii) Include subcontracting data for each order when reporting subcontract achievements for IDIQ with individual subcontracting plans where the contract is intended for use by multiple agencies
(iii) Maintain records on each subcontract solicitation resulting in an award greater than Simplified Acquisition Threshold and in accordance with FAR 52.219-9 (December 2025) (11)(iii)
(iv) Make good faith effort to acquire articles make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or

proposal if:

a. The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
b. The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

b. Provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR 219-9 and submitted to the Contracting Officer within 30 days of contract completion.

c. Not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor

d. Pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

e. Effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.
c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
d. Confirm that a subcontractor representing itself as a HUBZone small

business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(e)(2).

e. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
f. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran- owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
g. Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
h. A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided:
    a. The master subcontracting plan has been approved; and
    b. The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and
    c. Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

f. A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and SLAC business, rather than solely to the SLAC contract. Once the subcontractor's commercial plan has been approved, the SLAC will not require another subcontracting plan from the same subcontractor while the plan remains in effect, as long as the product or service being provided by the subcontractor continues to meet the definition of a commercial item. A subcontractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of FAR 52.219-9 by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
g. Consider prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
h. A contract may have no more than one subcontracting plan. When a contract

modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

i. Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

j. The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

k. Submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States, or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

l. ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

   (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion.

   (ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

   (iii) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

   (iv) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

   (v) The authority to acknowledge receipt or reject the ISR resides with the Contracting Officer; and in the case of a subcontract with a subcontracting plan, with SLAC.

m. SSR. Reports submitted under individual subcontracting plans.

(i.) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(ii.) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(iii.) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(iv.) Reports submitted under a commercial plan:

a. Shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.
b. Shall be submitted annually, within thirty days after the end of the Government's fiscal year.
c. If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.
d. The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

Submitted by:

Jennifer Aral
Jennifer Aral (Jan 28, 2026 15:22:02 PST)

Jennifer Aral

SLAC, Supply Chain Management Director

Approved by:

Maria C. Robles
Maria C. Robles (Feb 3, 2026 12:27:31 PST)

Maria Robles

SLAC Site Office, Contracting Officer

APPENDIX E

Particle Astrophysics & Cosmology Building (Kavli) MOA

SUPERSEDING MEMORANDUM OF AGREEMENT

Between

The U.S. Department of Energy SLAC Site Office

("DOE")

And Stanford University ("Stanford")

Concerning the Kavli Institute for Particle and Astrophysics and Cosmology ("KIPAC") Fred Kavli Building ("FKB") at SLAC National Accelerator Laboratory ("SLAC" or "the Laboratory")

SLAC is a Federally Funded Research and Development Center ("FFRDC"), comprised of an accelerator complex and research laboratory, managed and operated by Stanford University for and on behalf of, and with funding from, the United States Department of Energy (hereinafter "DOE", together with Stanford, the "Parties"). SLAC is located on land owned by Stanford University and leased to the United States Government (hereinafter the "DOE/Stanford Leasehold"). It is operated under Management and Operating Contract number DE-AC03-76SF00515 between Stanford University and the U.S. Department of Energy (the "Contract").

For the purposes of this MOA, references to "Stanford University" shall also refer to the officers, employees, agents and/or contractors of Stanford University, specifically excepting any such officers, employees, agents and/or contractors of Stanford University to the extent that their relevant activities are funded by and through the Contract. In addition, references to Stanford University acting in its capacity as the management and operating contractor under the Contract shall be referred to as "SLAC."

Purpose of the Superseding MOA

In 2003, prior to its construction, the Parties agreed to a Memorandum of Agreement ("MOA") to permit Stanford University to build and own the FKB on the DOE/Stanford leasehold, as shown below. The agreement was incorporated as an attachment to the Contract via modification number 427 on February 20, 2003. The FKB was constructed and equipped by Stanford, and has been in operation since 2006.

The purpose of the present MOA is to supersede the original MOA and to document the understandings between the Parties related to the continuing operation and use of the FKB on the DOE/Stanford Leasehold.

Term

Absent mutual modification, including through a superseding agreement, or termination by one or either of the parties, and subject to the obligations in the sentence immediately following this one, this MOA shall remain effective during the DOE/Stanford lease. This MOA shall be re-negotiated to allow SLAC and Stanford commensurate use of the FKB, in the event that Stanford University, for any reason, does not continue with the Contract during the term of the DOE/Stanford Lease.

The Parties shall each have the right to terminate this MOA for any reason with one year's written notice to the other Parties. Each Party shall bear its own expenses resulting from such a termination. The terminating Party is not liable for any indirect, incidental, punitive, or consequential damages arising out of or resulting from such a termination. Should DOE exercise this right, Stanford may continue occupying the FKB as a part Stanford's programs at its own expense, and DOE shall permit reasonable access to the FKB or release this portion of the land to Stanford under the Lease between Stanford and DOE. The foregoing does not limit any additional termination rights or legal remedies of the Parties under other agreements or in the event of a material breach of this MOA.

Background on FKB

Between roughly 2003-2006, Stanford designed, constructed and equipped, at its own expense, an approximately ten million dollar, roughly 25,000 square foot, three story FKB building on the existing DOE Stanford Leasehold. The FKB has office space; several meeting and conference rooms, including an auditorium capable of seating 150-200 people; and houses a visualization lab offering the ability to display three-dimensional cosmological simulations on a wall-sized screen.

Execution of the FKB construction project, including contracting and construction management activities, was the sole responsibility of Stanford. Stanford was responsible for ensuring that the construction of the FKB complied with all applicable federal, state, and local requirements. The FKB construction costs for which Stanford University was responsible included, but were not limited to: building the FKB; conducting an environmental base-line survey of the FKB construction site; engineering site preparation; and, obtaining any necessary permits, licenses, reviews etc. Stanford was responsible for any costs associated with physically connecting utility services to the FKB, as well as any related connection charges; modification to the existing parking lot(s); and initial landscaping.

After the FKB was fully constructed, equipped and operational, Stanford University transferred operational responsibility for the annual operations and maintenance costs of the building to DOE. Thereafter, except as otherwise provided below, SLAC became responsible for operating and maintaining the FKB in the same manner as other DOE-owned facilities at SLAC.

Since the FKB was opened in 2006, nearly all of its occupants have been a part of the KIPAC, a joint institute of SLAC and Stanford. The primary focus of the FKB and its occupants has been the DOE mission through collaboration between DOE, SLAC, and Stanford as well as visiting scientists from other institutions. Examples of the accomplishments of building occupants include: design and construction of the Fermi Large Area Telescope, and operating the Fermi LAT in the 14 years since its launch; key contributions to the science analysis of the Dark Energy Survey; construction of the Lux-Zeplin Dark Matter Experiment and participation in the Super Cryogenic Dark Matter Search experiments; leadership and analysis of the Dark Energy Spectroscopic Instrument survey; construction of the Legacy Survey of Space and Time (LSST) and preparation for management of the Rubin US Data Facility and Rubin Operations; and contributions to Cosmic Microwave Background BICEP experiments. Through its use of FKB, KIPAC has made a major impact on the development of DOE Cosmic Frontier science worldwide. KIPAC-educated students and postdocs that have been resident in the FKB have gone on to leadership positions in the DOE High Energy Physics community in both DOE lab and university positions, and have been the winners of several DOE Early Career Awards.

One noteworthy accomplishment is that KIPAC has emerged as an eminent contributor to Dark Energy and Dark Matter research, and it orchestrated and oversaw construction of the Legacy Survey of Space and Time Camera, the largest digital camera constructed in the history of Astronomy, which will begin operating in late 2024, and may, according to some experts, advance the study of Dark Energy dramatically.

Recognizing these scientific accomplishments and contributions, and the Parties' expectations that comparable discoveries and innovations will persist into the future, as well as the parties' desire to forge an agreement which recognizes present and future operational principals, and defining appropriate roles and responsibilities, the parties have formulated this Superseding MOA.

Purpose of the FKB

The FKB will act as the focal place for housing both SLAC and Stanford University researchers, both theorists and experimentalists. This co-location provides a strong intellectual interplay of scientific disciplines. The synergistic interactions of faculty, postdoctoral fellows, students, collaborators, and SLAC staff will contribute directly to the accomplishment of the DOE mission. The purpose of the FKB is to house a variety of particle astrophysics and cosmology activities to be conducted by SLAC and Stanford University, and to provide office space, laboratories, and meeting/conference facilities for those personnel, for DOE and SLAC personnel, and for international collaborators conducting research at SLAC.

Stanford Responsibilities

Stanford shall retain ownership and ultimate responsibility for demolition and/or disposal of the FKB, including any liability for environmental response costs that are attributable to the construction and demolition or disposal of the FKB. Stanford will be responsible for the cost of any modifications, repair or replacement of the FKB or Stanford owned FKB equipment and/or furnishings, resulting from incurred damage or an Act of God. Stanford agrees to be responsible for any liabilities, including environmental liabilities, resulting from the construction of, and the non-DOE funded activities performed in; the FKB.

Except for the annual operations and maintenance costs associated with the FKB, Stanford will be responsible for the capital maintenance costs (major, long-term expenses) of the FKB.

DOE Responsibilities

The Parties intend that the costs for which DOE is responsible under this MOA will be borne out of the existing SLAC operating budget. It is not anticipated that SLAC will receive any additional funding on account of the obligations DOE is assuming under this MOA.

DOE funds may be used for the annual operation and maintenance costs only so long as the primary focus of the work at FKB is in support of the DOE mission and that SLAC has an ongoing need for the FKB as defined in the purpose. In the unlikely event that, at its sole discretion, DOE determines that the DOE mission is no longer the primary focus or that SLAC no longer has an ongoing need for the FKB, DOE and SLAC shall have no further responsibility whatsoever under this MOA or the contract modification and Stanford University shall have full authority to determine and implement occupancies and use

thereafter. In this latter event however, it is the expectation of the Parties that the Parties will negotiate in good faith to reach some alternative occupancy arrangement.

DOE makes no representations or guarantees respecting whether or for how long the Contract shall run; whether the Contract will be extended; or how long the term of any such extension or extensions shall run.

DOE makes no representations or guarantees respecting the number of users that might now, or in the future, conduct research at SLAC.

DOE makes no representations or guarantees respecting the numbers of DOE/SLAC personnel that might seek to occupy FKB office space.

SLAC Responsibilities

SLAC, with DOE authorization, has and continues to assume responsibility for the total annual operations and maintenance costs of the FKB. The costs to SLAC will consist of maintenance, utility, janitorial service/supplies, and telecommunications costs. This building will be treated like any other building on the SLAC site that supports the DOE program.

SLAC is responsible for allocating space to ensure that the DOE mission remains the primary focus of the FKB, in a manner consistent with the collaborative purpose of this Superseding MOA.

Repair of damage to FKB caused by SLAC occupancy shall be the responsibility of SLAC.

Facility Location

The facility is sited at the south of the Loop Road on the main quad in close proximity to the SLAC entrance on Sand Hill Road as depicted below. SLAC is responsible for all environmental, safety and health requirements. The NEPA compliance was completed by DOE prior to expending any significant funds on construction.

For SLAC National Accelerator Laboratory	**John Sarrao,** SLAC Director **Date:** 8/12/2024
For Stanford University	**David Studdert,** Vice Provost and Dean of Research Electronically signed by: David Studdert Reason: I have reviewed and am approving this document. Date: Aug 13, 2024 17:11 PDT **Date:** 08/13/24
For DOE	**Hanley Lee,** Site Manager, DOE-SSO **Date:** 9/10/24

APPENDIX F

LEASE AGREEMENT (For informational purpose only)

LEASE

Between the Board of Trustees of the Leland Stanford

Junior University and the United States of America

for the SLAC National Accelerator Laboratory

August 4, 2010

Table of Contents

1. Description of Property and Term. ---- 5

2. Land Use. ---- 6

3. Compensation for Land Use. ---- 6

4. Buildings and Improvements. ---- 7

5. Government Removal of Buildings, Improvements, Fixtures and Personal Property. ---- 8

6. Repairs, Governmental Regulations, Waste and Signs. ---- 8

7. Damage or Destruction. ---- 9

8. Mechanics' and Other Liens. ---- 9

9. Taxes. ---- 10

10. Indemnity. ---- 12

11. Public Utilities. ---- 12

12. Government's Environmental Obligations. ---- 12

13. Health and Safety Measures. ---- 15

14. Fire, Police, and Sanitary Services. ---- 16

15. Extensions of Time. ---- 16

16. No Assignment, Subletting, Sale, or Mortgage ---- 16

17. Construction of Covenants. ---- 16

18. Waiver. ---- 16

19. Inspection of Premises. ---- 17

20. Delivery of Possession of Premises. ---- 17

21. Covenants of Parties. ---- 17

22. Rights Reserved by the University. ---- 17

23. Litigation Costs. ---- 18

24. Disputes.---------- 18

25. Release of Excess Land ---------- 19

26. Termination.---------- 19

27. Rights Upon Termination. ---------- 20

28. Liability of Government and University. ---------- 20

29. Notices. ---------- 21

30. Covenant Against Contingent Fees.---------- 21

31. Paragraph Headings. ---------- 22

32. Remedies Cumulative.---------- 22

33. Lease Construed as a Whole. ---------- 22

34. Examination of Records. ---------- 22

35. Availability of Appropriations.---------- 22

36. Designated Governmental Agency. ---------- 22

Exhibit A

THIS LEASE ("Lease"), made and entered into this 4th day of August, 2010, by and between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("University" herein), and THE UNITED STATES OF AMERICA ("Government" herein), acting through the United States Department of Energy ("DOE" herein),

WITNESSETH:

RECITALS:

1. WHEREAS, the Government and the University recognize that education and research in the frontiers of knowledge are inseparable; that vigorous and forward- looking research programs in photon science, particle physics, and particle astrophysics will contribute to man's knowledge of the nature of matter; that the exploration of these fields of research requires close cooperation between academic disciplines which is available in a university of high degree; and that the dissemination of the fruits of such research will materially advance the general cause of education;

2. WHEREAS, in furtherance of the foregoing purposes, the Government, represented by the Atomic Energy Commission, a predecessor organization to the DOE, entered into a fifty (50) year lease, effective April 26, 1962 for the siting of a high-energy electron linear accelerator complex (the "SLAC National Accelerator Laboratory" or "SLAC" herein) upon the parcel of land hereinafter described;

3. WHEREAS, the University and the Atomic Energy Commission (the predecessor to DOE) entered into Contract No. AT(04-3)-400, for the construction of the Stanford Linear Accelerator Complex and thereafter entered into a management and operating contract ("M&O Contract" herein) for the operation of SLAC, which M&O Contract has been extended, renewed and renumbered from time to time and is now numbered Contract No. DE-AC02-76SF00515. References to "Contract Number DE-AC02-76SF00515" as used herein include any extension, renewal or renumbering of that contract, or any successor contract or contracts.

4. WHEREAS, DOE now wishes to enter into a long-term extension of the existing SLAC site lease in order to operate the world's first x-ray free electron laser, the LINAC Coherent Light Source ("LCLS"), a new facility that employs the last one-third of the existing LINAC;

5. WHEREAS, the University has agreed to enter into a new long-term lease for the SLAC leasehold;

NOW, THEREFORE, the following terms are mutually agreed upon by and between the parties:

1. Description of Property and Term.

For and in consideration of the faithful performance by the Government of the terms, covenants, agreements and conditions herein contained on the part of the Government to be kept and performed, the University hereby leases unto the Government and the Government does hereby hire from the University that certain parcel of land being a portion of the lands of THE LELAND STANFORD JUNIOR UNIVERSITY located within the boundaries of the County of San Mateo, State of California, and more particularly described in Exhibit A hereto annexed and by this reference incorporated herein as fully to all intents and purposes as if herein set forth at length. The land so described in Exhibit A, as the boundaries of such land may from time-to-time be modified pursuant to any provision of this Lease, is hereinafter referred to as the "Leased Premises."

The term of this Lease shall commence on August 4, 2010, and ending on the 30th day of September, 2043, subject to the provisions for termination elsewhere herein contained. If the Government determines that an extension of this term for a reasonable additional period is desirable in the national interest or would further the advancement of science, the University will give a request for such extension reasonable consideration, provided the request is received by the University not later than September 30, 2038.

2. Land Use.

The herein described "Leased Premises" are leased to the Government for the purpose of constructing, maintaining and operating thereon {by or through Government personnel or other individuals or entities as may from time-to-time be authorized by the Government) a laboratory complex, including but not limited to a high-energy electron linear accelerator {LINAC) and photon science facilities {LCLS and SPEAR 3)as described in the above mentioned Contract No. DE-AC02-76SF00515 (and future revisions thereto), as said complex has been altered, and may be altered, augmented or reconstituted from time-to-time in compliance with the provisions of this Lease (and for any purpose auxiliary or supplementary thereto), but for no other purpose.The research and other activities conducted upon the Leased Premises shall further and continue the missions of the DOE that are consistent with the terms of the Lease, including the mission of developing the next generation of scientists. Regardless of the entity chosen by the Government to manage and operate the Leased Premises, the work conducted upon the Leased Premises shall be substantially devoted to "fundamental research," defined for purposes of this Lease Agreement as "basic and applied research in science and engineering." "Fundamental research" is characterized by the fact that the results of that research are intended to be disseminated within the interested scientific community and are not subject to permanent publication restrictions. No classified work shall be conducted upon the Leased Premises unless agreed to by both parties in writing. In the event that the University is not chosen as part of the management contractor for management of the laboratory as either the M&O contractor, the owner of any part of the M&O contractor, or as a pre-selected subcontractor to the M&O contractor, the University faculty, students, and researchers shall continue to have access to the research activities conducted upon the Leased Premises on a non-preferential, non-interference basis, with equal standing as other research institutions to have their proposals judged based on merit.

3. Compensation for Land Use.

It is recognized that the overall control of SLAC is vested in the DOE which will from time-to-time determine the agencies, persons, or entities which are to be responsible for performing the work at SLAC.

The University considers the educational benefits which would be derived by it continuing as the controlling entity of the M&O contractor for SLAC to be adequate consideration for the use of the University's land. As the extent of direct participation by the University in managing and operating the laboratory may vary from time to time during the term of this Lease, it is agreed that the following provisions shall govern compensation, if any, for the use of the University's land:

(a) No cash rental shall be payable by the Government to the University during such periods of time as the University is the controlling entity of the M&O Contractor or its equivalent, so long as SLAC continues its research mission and the University is the manager of the operations of the entire facility (the M&O Contractor or Its Equivalent").

(b) During such periods of time as the University is not the controlling entity of the M&O Contractor or Its Equivalent, then the DOE shall pay the University a fair and reasonable cash rental for the use of the Leased Premises, hereinafter "Annual Fair Market Land Rent". Annual Fair Market Land Rent shall be determined based upon an independent appraisal of fair market value pursuant to subparagraph (c),below.

(c) Appraisal Methodology

(i) Annual Fair Market Land Rent shall be the arms length annual rental value applicable to the appraised fair market value of the fee simple interest in the unimproved Land and of any and all buildings and improvements constructed at the University's expense on the Leased Premises occupied wholly or in major part by DOE or its contractors at their highest and best use as determined in accordance with methods approved by the Appraisal Institute. The Fair Market Rental Value of any government funded improvements shall be excluded from the consideration and determination of Land Rent to be paid.No value shall be attributed to and no consideration shall be given to Lessee's income or profits derived in whole or in part from the land, improvements, or any other source.

(ii) The Annual Fair Market Land Rent shall be determined by a third party appraiser, selected by the DOE and agreed to by the University. The appraiser shall arrive at a determination of the Annual Fair Market Land Rent, based on fair market value, and submit his or her conclusions to the University and DOE. If the parties cannot agree upon an appraiser within forty-five (45) days after the date when the University is no longer the controlling entity of the M&O Contractor or its equivalent, the Annual Fair Market Land Rent shall be determined as follows:

(A) The University and DOE shall each select one appraiser to determine the fair market value and the Annual Fair Market Land Rent. Each such appraiser shall arrive at a determination of the Annual Fair Market Land Rent and submit his or her conclusions to the University and DOE within forty-five (45) days after the expiration of the 45-day period described in (ii) above.

(B) If only one appraisal is submitted within the requisite time period, it shall be deemed to be the fair market value and Annual Fair Market Land Rent.If both appraisals are submitted within such time period, and if the two appraisals so submitted differ by less than ten (10) percent of the higher of the two, the average of the two shall be the Annual Fair Market Land Rent.If the two appraisals differ by more than ten (10) percent of the higher of the two, then the two appraisers shall immediately select a third appraiser who will within forty-five (45) days of his or her selection make a determination of the fair market value and the Annual Fair Market Land Rent and submit such determination to the University and DOE.This third appraisal of the Annual Fair Market Land Rent will then be averaged with the closer of the previous two appraisals and the result shall be the Annual Fair Market Land Rent.Prior to the time the third appraisal is conducted, if either party believes that the appraisal process did not adequately and fairly value the land, that party can request that the parties work together in good faith to arrive at a mutually agreeable land valuation.Engaging in such process does not delay any of the deadlines in this paragraph unless the parties so agree in writing. If there is no agreement within the period specified, then the value shall be as determined by appraisal pursuant to this paragraph.

(C) All appraisers specified pursuant hereto shall have the MAI designation of the Appraisal Institute with not less than five (5) years valuation experience in the San Francisco Bay Area. Each party shall pay half the cost of the appraisal.

(iii) Such Annual Fair Market Land Rent shall be redetermined every five (5) years during such term of the Lease using this process.During interim periods between the appraisals of the Annual Fair Market Land Rent, the rent amount will be adjusted on an annual basis, based upon changes in the Bay Area Consumer Price Index.

(d) Any Annual Fair Market Land Rent payable hereunder shall be due and payable monthly at the end of each calendar month and thereafter on such monthly basis. If the period for which cash rental is required to be paid as herein provided is less than a full month, an appropriate proration of the monthly rental shall be made.

4. Buildings and Improvements.

The Government shall have the right during the term of this Lease to construct additional buildings or improvements on the Leased Premises, to make alterations or additions to existing buildings or improvements, or to effect other changes in or to the Leased Premises incidental thereto, which are harmonious and compatible in design and construction with the buildings or improvements on the Leased Premises which have previously

been approved by the University, provided, however, that if any project or change involves the construction of an additional building or improvement, a material alteration of exterior design of any existing building or improvement, the proposed determination of eligibility for protection as a significant historic resource of any building, improvement or portion or all of the Leased Premises, or designation of any building, improvement or portion or all of the Leased Premises as a protected historic site or district under federal, state and local law, the Government shall in each such case first submit the application and all general plans and specifications therefore to the University and the University shall have sixty (60} days thereafter within which to notify the Government in writing that it disapproves said application and all plans and specifications because the proposed construction or alteration or means of ingress or egress or landscaping is not deemed harmonious and compatible in design, engineering or construction with previously approved buildings or improvements.In the case of a proposed determination of eligibility for protection as a significant historic resource or an application for the designation of any building, improvement or portion or all of the Leased Premises as a protected historic site or district, the University shall notify the Government in writing that it disapproves because it does not deem the building improvement, site or district a historic resource.If such notice is so given, the Government shall not proceed with any application or construction until the objection of the University is remedied, but, unless such notice of disapproval is so given, or if the University gives its earlier approval in writing of said application and/or plans and specifications, the Government may proceed with the application and/or construction.In any written notice of disapproval, the University shall state its grounds of objection and shall indicate, to the extent reasonably feasible, what steps can be taken by the Government to eliminate the grounds of objection. The University agrees that it will not unreasonably withhold its approval hereunder. Except as otherwise provided in paragraph 28(b) herein, the buildings and improvements from time-to-time constructed on the Leased Premises and all fixtures and personal property of the Government located on the Leased Premises shall remain the property of the Government unless acquired or constructed by the University pursuant to other provisions of this Lease or other agreement between the University and the Government.

5. Government Removal of Buildings, Improvements, Fixtures and Personal Property.

At anytime during the term of this Lease the Government may remove any and all personal property of the Government located on the Leased Premises and, except as otherwise provided in this paragraph, may remove any or all of the buildings, improvements, and fixtures of the Government located on such premises.

The Government shall, at no cost to the University, fully repair any physical damage occasioned by the removal, and leave buildings and improvements from which fixtures have been removed or portions of the Leased Premises from which buildings or improvements have been removed in a safe, clean, and neat condition. The Government also shall meet the requirements of paragraph 12 when removing any building, improvement, fixture, or personal property. There shall be no removal of any fixture which will result in any impairment of the structural strength of the pertinent building or improvement, nor any removal of any fixture which will cause the pertinent building or improvement to be left in a condition unsuitable for its use as a building or improvement.

6. Repairs, Governmental Regulations, Waste and Signs.

(a) The Government shall, during the term of this Lease, at its own cost and expense, and without any cost or expense to the University.

(i) Keep and maintain all government owned buildings and improvements on the Leased Premises, and all appurtenances thereto, in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. The Government shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas in good and neat order and repair and in substantial conformity with the plans and specifications prepared pursuant to Contract No. AT (04-3)-400, Contract No. DE-AC02-76SF00515, or in paragraph 4 hereof. The University, as lessor, shall not be obligated to make any repairs, replacements or renewals of any kind, nature, or description whatsoever to the premises or any buildings or improvements thereon, and the Government hereby expressly agrees to undertake to improve, repair or maintain the premises or any buildings or improvements thereon as part of the consideration for rental, as permitted by Section 1942.1 of the California Civil Code.

(ii) To the extent required by law, comply and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Premises, the buildings and improvements thereon or any activity or condition on or in the premises.

(b) The Government agrees that it will not commit or permit waste (e.g., an abuse or destructive use of property) upon the Leased Premises other than to the extent necessary for the construction or removal of any buildings or improvements in, to or upon the premises in accordance with the provisions of this Lease.The Government agrees that it will not damage, cut down or remove, or cause or authorize any other person to damage, cut down or remove, any tree from the premises without the prior written consent of the University, except to the extent necessary to construct, alter or remove buildings and improvements pursuant to the provisions of this Lease.

(c) The Government agrees not to place any sign, other than signs of reasonable size relating to the activities conducted upon the Leased Premises, upon the roof or exterior wall of any building or improvement upon the Leased Premises or upon the grounds of the premises without having first obtained the consent in writing of the University.

7. Damage or Destruction.

In the event any building or improvement, or any part thereof, shall be damaged by fire or otherwise during the term of this Lease to such an extent that the usefulness of such building or improvement for the purpose for which it is being used or the appearance of such building or improvement (either exterior or interior) is materially impaired, the Government, at its own cost and expense, will (a) remove completely the said building or improvement or (b) repair or rebuild the same, restoring the same to a condition substantially as good as that which existed immediately prior to the time of the damage or destruction, or (c) repair or rebuild the same in such manner as to make the building or improvement functional for use in connection with the laboratory complex although not necessarily for the same purpose for which used immediately prior to the time of damage or destruction.The Government shall effect such removal, repair or rebuilding within twenty-four(24) months after the end of the Federal fiscal year in which the damage or destruction occurs, or within such other period as may be agreed upon by the Government and the University, provided, however, that the Government shall not be deemed in default hereunder if during the aforesaid period the Government notifies the University that it proposes to rebuild or repair the building or improvement and the Government actively seeks funds for such purposes, and provided further that the Government shall do such work in a safe, clean and neat condition. The Government shall meet the requirements of paragraph 12 when removing, repairing, or rebuilding any building or improvement.

8. Mechanics' and Other Liens.

(a) The Government covenants and agrees to keep all the Leased Premises and every part thereof and all buildings and improvements thereon free and clear of and from any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the premises for or in connection with any operations of the Government, any alteration, improvement or repairs or additions which the Government may make or permit or cause to be made, or any work or construction, by, for, or permitted by the Government on or about the premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based, and to save and hold the University and all of the premises and all buildings and improvements thereon free and harmless of and from all such liens and claims of liens and suits or other proceedings pertaining thereto.

(b) The University covenants and agrees to keep all the Leased Premises and every part thereof and all buildings and improvements thereon free and clear of and from any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the premises for or in connection with any operations of the University under paragraph 22, any alteration,

improvement, repairs, or additions which the University under paragraph 22 may make or permit to be made, or any work or construction, by, for, or permitted by the University under paragraph 22 on or about the premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based, and to save and hold the Government and all of the premises and all buildings and improvements thereon free and harmless of and from all liens and claims of liens and suits or other proceedings arising out of or in connection with activities of the University conducted for its own purposes and carried on at a location other than the Leased Premises or conducted under paragraph 22.

(c) The Government covenants and agrees to give the University written notice not less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Fifty Thousand Dollars ($50,000) in order that the University may post appropriate notices of the University's non-responsibility.

(d) No mechanics' or materialmen's liens or other liens of any character whatsoever created or suffered by the Government or the University shall in any way, or to any extent, affect the interests or rights of the other party in any buildings or other improvements on the Leased Premises, or attach to or affect the title to or rights of the other party in the Leased Premises.

9. Taxes.

(a) The Government covenants and agrees, to the extent not prohibited by Federal law, to bear, pay and discharge promptly, as the same may become due and before delinquency, all taxes, assessments, rates, charges, liens, fees, municipal liens, levies, excises or imposts (herein collectively referred to as "tax, fee or charge"), whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which may be levied, assessed or charged or imposed upon the Leased Premises or any part thereof, or upon any buildings or improvements at any time situated on the Leased Premises or upon the leasehold of the Government or upon any personal property of the Government located thereon or upon the estate hereby created or upon the University by reason of its ownership of the fee underlying the Leased Premises during the term of this Lease; provided however, that any such tax, fee or charge constitutes an allowable item of cost, within the meaning of 48 CFR Part 31, as supplemented in 48 CFR Part 931, if due and payable. If the University has reason to believe, or the Government acting through a warranted contracting officer has advised the University, that any such tax, fee or charge, is or may be inapplicable or invalid the University further agrees to refrain from paying any such tax, fee or charge unless authorized in writing by the Government acting through a warranted contracting officer. Any tax, fee, or charge paid with the approval of the Government acting through a warranted contracting officer or on the basis of advice from the Government acting through a warranted contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost within the meaning of 48 CFR Part 31, as supplemented in 48 CFR Part 931, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid. The Government shall not be obligated to pay any tax or governmental charge levied upon, assessed against or related to the mineral rights or other rights reserved by the University pursuant to paragraph 22 of this Lease. The Government shall not be obligated to pay tax or governmental charge levied directly upon, or assessed directly against the Government to the extent that the Government is immune from such taxation under United States law. The University agrees to cooperate with the Government to obtain exemption from or reduction of any of the above mentioned tax, fee or charge. Such cooperation shall include, but not be limited to, the initiation or defense by the University of litigation at the cost and expense of the Government. The party receiving any notice or other information relating to the proposed imposition of any such tax, fee or charge shall promptly advise the other party in writing of receipt of such notice.

(b) All of the aforesaid taxes, assessments, imposts and levies of whatsoever nature, which shall relate to a fiscal year during which the term of this Lease shall expire or is terminated, shall be prorated between the University and the Government.

(c) Each party shall obtain and deliver to the other the receipts or duplicate receipts for all tax, fee or charge and other items required to be paid by it under this paragraph 9 promptly upon the payment thereof.

(d) If at any time during the term of this Lease any governmental subdivision shall undertake to create an improvement or special assessment district, the proposed boundaries of which shall include the Leased Premises or any portion thereof, the Government shall be entitled to appear in any proceeding relating thereto and to exercise all rights of a landowner to have the Leased Premises included in or excluded from such district or to determine the degree of benefit to the Leased Premises resulting there from. However, the University retains to itself an independent right, but shall be under no obligation, to appear in any such proceeding for the purpose of seeking exclusion of the Leased Premises from any such district or of determining the degree of benefit there from to the Leased Premises. The party receiving any notice or other information relating to the proposed creation of any such district shall promptly advise the other party in writing of receipt of such notice. If any tax, fee or charge made against the premises to finance such a special improvement shall be payable in installments over a period of time extending beyond the term of this Lease, the Government shall be required to pay only such installments thereof as shall become due and payable during the term of this Lease, and if any such tax, fee or charge shall be wholly payable during the term of this Lease but the special improvement shall confer upon the Leased Premises a benefit which will extend beyond the term of this Lease, the Government shall be required to pay only a pro rata portion of any such tax, fee or charge.The University agrees to cooperate with the Government by the production upon request of such records and other information in the possession of the University as may be readily available and may be of assistance to the Government in exercising its rights pursuant to this subparagraph.

(e) If the Government desires to contest, or desires that the University contest, any lien of the nature set forth in paragraph 8(a) hereof, or if the Government desires to contest or desires that the University contest any tax, assessment, or charges or other item to be paid by the Government under paragraph 9 hereof, it shall notify the University in writing of its intention to do so within ten (10) days after the filing of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge or other item, as the case may be.In either such case, the Government shall not be in default hereunder and the University shall not satisfy and discharge such lien nor pay any such tax, assessment, charge or other item, as the case may be, until five (5) days after the final determination of the validity thereof, within which time the Government shall satisfy and discharge such lien or pay and discharge such tax, assessment, charges or other item to the extent held valid, and all penalties, interest and costs in connection therewith, as the case may be; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, nor shall the payment of any such tax, assessment, charge or other item, together with penalties, interest and costs, in any case be delayed until sale is made of the whole or any part of the Leased Premises, on account thereof. In the event of any such contest, the Government shall, pursuant to paragraph 10, indemnify, defend and hold harmless the University, to the extent legally permissible, and subject to the availability of funds under paragraph 35, obligate funds sufficient for the performance of this provision.

10. Indemnity.

The Government covenants and agrees to assume, subject to paragraph 35, and does hereby assume, the risk of injury or damage direct or indirect to third persons or property thereof and any other liability, loss, expense, or damage arising out of or in connection with this Lease or the use of the Leased Premises or the operations conducted thereon, and the University shall not be liable for and the Government shall indemnify, defend, and hold the University and any and each of its Trustees, officers, employees, and agents, harmless against any such liability, loss, expense or damage, except to the extent and in the proportion that such liability, loss, expense or damage was caused by the willful misconduct or lack of good faith on the part of the University President, Chief Financial Officer, Vice President for Land, Buildings, and Real Estate, the SLAC Laboratory Director or the SLAC Laboratory Chief Operating Officer.The Government further covenants and agrees to pay, subject to paragraph 35, all expenses of the defense of all claims, suits or legal proceedings asserted or instituted against the University or its Trustees, officers, employees or agents, so arising out of or connected with this Lease, the use of the Leased Premises, or the operations conducted thereon, except those to which this indemnity is not applicable.Nothing in this paragraph shall be deemed to modify or affect the allowability of costs under Contract No. DE-AC02-76SF00515, or any other contract which may hereafter be executed between the University and the Government relating to the construction, management or operation of the National Laboratory complex.The Government's covenants and obligations pursuant to this paragraph shall survive the expiration or termination of this Lease. Upon request from the University, the Government shall, to the extent legally permissible, and subject to the availability of funds under paragraph 35, obligate funds sufficient for the performance of this indemnity.

11. Public Utilities.

The Government shall make its own arrangements at its expense to bring to the Leased Premises any necessary water, gas, electric, or other public utilities.In the event the Government shall determine that it is necessary for the Government itself to pay for the construction or installation of particular utility lines or conduits leading to the Leased Premises which must cross other lands of the University, the University without payment of any cash consideration will grant to the Government or to the appropriate public utility supplier an easement for such utility lines or conduits, provided that such easement (a) shall be restricted to use for purposes of supplying the National Laboratory complex and related facilities located upon the Leased Premises,(b) shall terminate upon termination of the Government's right of occupancy of the Leased Premises, and (c)shall not interfere materially with existing operations on or use of such easement area by the University. All service lines and conduits for public utilities located upon the Leased Premises and any lines or conduits installed pursuant to any easement granted hereunder, shall be placed in such locations and shall be constructed or installed in such manner as shall be approved by both the Government and the University, which approval will not be unreasonably withheld.

All water, gas, electric or other public utility service used upon or furnished to the Leased Premises during the term hereof shall be paid for by the Government and any installation of utility facilities to serve the Leased Premises shall be at no cost or expense to the University.

12. Government's Environmental Obligations.

(a) Covenant to Clean Up and Decontaminate and Decommission.

The Government covenants and agrees to Cleanup and Decontaminate and Decommission (D&D) (as defined herein in subsection 12(a)(ii)) the Leased Premises at the Government's expense so that the Leased Premises and any affected offsite property are suitable for any future use by the University including, without limitation, uses such as residential, hospital, day care, school, and nature preserve, without the imposition of engineering controls, deed restrictions, zoning limitations, institutional controls, or land use controls (the "End State Standard").

(i) The End State Standard shall be based on the most protective risk-based standard established by the governmental agencies with jurisdiction over the Leased Premises or affected offsite property, but shall not be interpreted to mean "pristine".

(ii) The Government's cleanup obligations shall be to complete the investigation and cleanup of contamination of any kind in any and all environmental media (e.g., surface and subsurface strata, soil, soil vapor, ground water, surface water, and air) present at, on, under or migrating from the Leased Premises, whether such contamination is onsite or offsite and whether pre-existing or newly caused by the Government's operations ("Cleanup").The Government's D&D obligations shall include all activities that take place after the facility has been deactivated and encompass the removal of radioactive and chemical contamination from buildings and structures; D&D includes decontamination and dismantling (i.e., disassembly, demolition and removal of equipment, structures, systems and components) whether above ground or below ground and the long term removal and disposal of associated chemical and radiologic waste materials. Cleanup and D&D are collectively referred to as "the Work".

(iii) The Work shall be carried out in accordance with all applicable laws, orders, and directives of governmental agencies with jurisdiction over the Leased Premises and any affected offsite areas.

(b) Obligations During Term of Lease.

During the term of the Lease, the Government shall perform the Cleanup to meet the End State Standard, unless such Cleanup is Infeasible.

(i) The term "Infeasible" shall mean: (A) is inconsistent with ongoing operations; (B) involves an area that is not accessible; (C) is not technically achievable; or (D) is not cost-effective and is not posing unacceptable health or ecological risks.

(ii) Whether Cleanup is Infeasible shall be reassessed periodically, at a minimum every five years, or whenever land use changes, and whenever new remedial technologies become available.The Government reserves the right, in good faith, to contest or appeal the application, interpretation or validity of any law, order or requirement governing the Cleanup, using the procedures provided by law for such contest or appeal.

(c) Obligations When Improvements Are Taken Out of Service, Demolished, or Removed.

During the term of the Lease, when improvements on the Leased Premises are taken permanently out of service, demolished or removed, whether pursuant to paragraph 5 or paragraph 7 of this Lease, or otherwise, the Government shall perform D&D to meet the End State Standard, unless such Work is Infeasible.

(i) Improvements covered by this paragraph 12 include buildings, structures, facilities, infrastructure, building materials, building contents, structural components, fixtures, equipment, and containers, and includes all such items whether located above ground or subsurface.

(ii) The Government reserves the right, in good faith, to contest or appeal the application, interpretation or validity of any law, order or requirement governing D&D, using the procedures provided by law for such contest or appeal.

(d) Obligations at End State.

No later than: (i) the termination of the Lease, or (ii) expiration of the Lease, whichever is earlier, the Government shall have completed the Cleanup and D&D so that the End State Standard has been met on the Leased Premises and all affected offsite property.

(i) The End State Standard shall be met even if the Cleanup or D&D were previously deemed Infeasible.

(ii) With respect only to groundwater contamination, both the University and the Government agree that portions of the groundwater beneath SLAC did not meet drinking water standards in 1962 due to a low flow rate and high concentration of total dissolved solids ("TDS"). The parties agree that the Government does not have to clean up the high, naturally occurring levels of TDS. Cleanup of groundwater for contaminants caused by SLAC operations must meet the End State Standard for all potential future uses, risks and exposure pathways, except for actual ingestion of the groundwater for drinking water purposes (a use not anticipated by the University), unless the cognizant regulatory agencies otherwise require cleanup to standards for drinking water or equally stringent or more stringent standards. If the regulatory agencies require it, the University will agree to a deed restriction that the groundwater cannot be used for drinking water. In all other respects, the End State Standard shall be met.

(iii) In the case of a partial surrender of portions of the Leased Premises (including any release of excess land under paragraph 25), the Government shall perform the obligations set forth in this paragraph 12(d) as to the portions of the property being surrendered.

(iv) If the Cleanup or D&D to the End State Standard (A) is not technically possible to achieve, or (B) could not be achieved without unreasonable expense, but compliance with the End State Standard can essentially be achieved at a substantially lower cost and without affecting the current or future value and use of the Leased Premises or liability for off-site contamination, then the Government may request that the University agree to something less than the End State Standard and the University will in good faith consider that request and, in the exercise of the University's discretion, will notify DOE what, if any, change to the End State Standard is acceptable to the University.

(e) If Cleanup and D&D Have Not Met End State Standard by Termination of Lease.

(i) If the End State Standard has not been achieved by expiration or termination of the Lease or partial surrender, the Government shall, for a period of up to five years, continue to perform Cleanup and D&D and shall pay rent for the Leased Premises or the portions of the property being surrendered and affected University-owned offsite land as calculated in paragraph 3.

(ii) If the End State Standard has not been achieved by the end of the five-year period (or any additional extension granted by the University), the University may at its option either: (A) extend the period for the Government to continue to perform the Cleanup and D&D, or any portion thereof; or (B) take over and perform the Cleanup and D&D, or any portion thereof, and the Government shall reimburse the University for such costs. Until the End State Standard is achieved, the Government shall pay rent for the Leased Premises or the portions of the property being surrendered and affected University- owned offsite land as calculated in paragraph 3. For clarification, if the parties and cognizant regulatory agencies agree to a groundwater cleanup that does not require meeting drinking water standards under 12(d)(ii), the Government shall only be liable for rent payment that is proportional to any burdens placed on the Leased Premises by not achieving a cleanup of groundwater to drinking water standards.

(f) Reimbursement for Added Costs.

The Government shall reimburse the University for any costs the University may incur to develop, repair, maintain or fix the Leased Premises and affected offsite areas or make them suitable for use due to environmental contamination or radiologic materials that were left on the Leased Premises above the End State Standard at the time of termination of the Lease.

(i) Added costs shall be limited to the extra incremental costs the University may incur because of the contamination above the End State Standard at time of Lease termination and shall not include any costs the University would normally incur to develop, repair, maintain or fix the Leased Premises or affected offsite areas or make them suitable for use.

(ii) Added costs shall include, but are not limited to, the costs of any studies or risk assessments required by any government agency, the extra costs for hiring hazardous materials contractors, the extra costs for handling and disposal of contaminated or radiologic media, and the costs of any special requirements to control soil vapors.

(g) Generator of Waste.

The Government shall be deemed the generator of any waste, including hazardous or radiologic waste, removed from the Leased Premises or affected offsite areas and shall remain liable for any long-term obligations under environmental laws, including the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") at 42 U.S.C. 9601, et. seq., as amended, with respect to the offsite disposal of such wastes.

(h) Costs, Penalties, and Indemnification.

The Government shall be responsible for: (i) all costs of compliance with the obligations of this paragraph 12; and (ii) any penalties assessed by any Government entity with jurisdiction over the Leased Premises or affected offsite property with respect to any work performed under this paragraph 12.The Government shall indemnify, defend, and hold harmless the University from and against any liability, loss, expense or damage related to this paragraph 12 as provided under paragraph 10.Nothing in this paragraph 12 shall limit the rights of either party to seek all remedies available under law.The parties acknowledge that the cost for the Cleanup and D&D may exceed the fair market value of the Leased Premises and affected offsite areas and this shall not in any way limit the Government's obligations under this paragraph 12.If the Government or the University disputes the applicability of the obligations in this paragraph 12 and either party resorts to judicial review, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

(i) Survival of Obligations.

The covenants and obligations of this paragraph 12 shall survive the expiration or termination of this Lease.

13. Health and Safety Measures.

Except for such uses as are made of the Leased Premises pursuant to rights reserved under paragraph 22, the Government covenants and agrees to maintain the Leased Premises and the buildings and improvements located thereon in a reasonably safe condition for the purpose for which the premises are used.

The Government shall comply with and shall adequately supervise and cause its agents, contractors and subcontractors to comply with:(a) all applicable federal, state and local environmental, health and safety and security laws and regulations, including, without limitation, any DOE directives or Orders for the safety of any persons; and (b) all environmental, health, safety and security standards and procedures established by the University as landowner.The Government shall assume full responsibility for the safety of any persons it

deploys, directs or permits to be present on the Leased Premises and shall ensure that all such persons are adequately trained to the standards set forth above; provided that the Government shall not have this responsibility for University employees during such period as the University is the controlling entity of the M&O contractor at SLAC, except to the extent that the Government prescribes and directs specific activities. To the extent that Cleanup or D&D operations under paragraph 12 continue beyond the termination or expiration of the lease, the covenants and obligations of this paragraph 13 shall survive the expiration or termination of this Lease.

14. Fire, Police, and Sanitary Services.

It is understood that the Government has made arrangements for the provision of fire and police protection and for sewer service to the Leased Premises and that the University shall have no responsibility for these matters under this Lease.

15. Extensions of Time.

It is recognized that the ability of the Government to perform its covenants and agreements herein contained involving the expenditures of funds within the times herein specified is subject to the availability of funds as appropriated by Congress or received from other sources. It is accordingly agreed that if the Government shall fail to perform any of its covenants or agreements herein contained and shall not cure such failure within a period of six (6) months after the University has advised the Government in writing of the existence and nature of such failure and the inability of the Government to perform such covenants or agreements is caused or occasioned by the unavailability of funds as foresaid and the Government diligently seeks such funds through its normal processes therefore, then the time herein specified for such performance or the curing of such failure as a condition of the University's right to take any action predicated thereon shall be extended for, but only for, a period of time equivalent to the period during which funds are not available to the Government for such purposes, provided that any such extensions shall not affect the University's rights of termination under subparagraphs 26(b)(i) and (ii), hereof nor affect the Government's obligations under paragraphs 7 and 12 hereof; and (b) shall not constitute a waiver of any other remedies available to the University.

16. No Assignment, Subletting, Sale, or Mortgage

The Government's interest as lessee hereunder shall not be assignable and the Government agrees not to sublet the whole or any part of the Leased Premises. The Government may, however, grant nonexclusive rights of occupancy and use to such Governmental personnel, or other individuals or entities as may from time-to-time be authorized by the Government to engage in the operation of the research facilities located upon the Leased Premises, or other activities authorized by this Lease, but no such grant shall relieve the Government of its obligations hereunder. The University agrees that it will not sell, mortgage, or otherwise encumber its interest in the Leased Premises during the term of this Lease.

17. Construction of Covenants.

None of the representations or warranties or covenants or conditions on the part of either party are or shall be construed as conditions either precedent or subsequent unless otherwise expressly provided.

18. Waiver.

The parties further covenant and agree that if either party fails or neglects for any reason to take advantage of any of the terms hereof providing for termination of this Lease or for the termination or forfeiture of the estate hereby leased, or if the party, having the right to declare this Lease terminated or the estate hereby leased terminated or forfeited, shall fail to do so, any such failure or neglect of the party shall not be or be deemed or be construed to be a waiver of any cause for the termination of this Lease or for the termination or forfeiture of the estate hereby leased subsequently arising, or as a waiver of any of the covenants, terms or conditions of this Lease or of the performance thereof. None of the covenants, terms or conditions of this Lease can be waived except by the written consent of the Government or the University.

19. Inspection of Premises.

Subject to applicable laws, regulations and policies of the Government relating to environmental, safety and health, the University shall be entitled, at all reasonable times, to go upon and into the Leased Premises for the purpose of (a) inspecting the same, (b) inspecting the performance by the Government of the terms and conditions of this Lease, (c)posting and keeping posted thereon notices of non responsibility for construction, alteration or repair thereof, as required or permitted by law or ordinance, or (d)during the last two (2)years of the term hereof exhibiting the premises to prospective lessees thereof.

20. Delivery of Possession of Premises.

The University agrees to deliver possession of the Leased Premises, excepting those buildings constructed by the University with its funds, to the Government upon delivery of this Lease by the University to the Government and, if the premises are at such date occupied by any person, whether under claim or right emanating from the University, or otherwise, the University shall at its sole cost and expense remove any such person from the premises.

21. Covenants of Parties.

(a) The University covenants and agrees to keep and perform all the terms and conditions hereof on its part to be kept and performed, and that the Government, keeping and performing all the terms and conditions hereof on its part to be kept and performed, shall, subject to the terms and conditions hereof, have and hold in quiet and peaceful possession the property hereby leased, for the term hereof, without let or hindrance by any person claiming under the University or asserting title to the Leased Premises or any portion thereof, provided, however, that the Government shall take such steps as may be necessary to prevent occupancy of any portion of the, Leased Premises by trespassers.

(b) The Government covenants and agrees to pay all sums required to be paid by the Government hereunder in the amounts, at the times and in the manner herein provided and to keep and perform all the terms and conditions hereof on its part to be kept and performed, and, except as otherwise provided in paragraph 27, at the expiration or sooner termination of this Lease, peaceably and quietly to quit and surrender to the University the property hereby leased in good order and condition subject to the other provisions of this Lease.

22. Rights Reserved by the University.

The University expressly reserves such rights in and with respect to the land hereby leased as can be exercised without interference with the Government's use or right to the use of the Leased Premises as in this Lease provided and without the construction upon the Leased Premises of any surface structures, including (without limiting the generality of the foregoing) rights of way across the Leased Premises, rights of ingress and egress, the right to install, use, maintain, renew and replace such water, oil, gas, steam, sewer drainage and other pipe lines and telephone, electric, power and other lines and conduits as the University may deem desirable in connection with the development or use of any other property in the neighborhood of the land hereby leased, whether owned by the University or not, parking privileges and the sole and exclusive right to enter upon the premises and extract by any means whatsoever, whether by slant drilling or otherwise, oil, gas, hydrocarbons and other minerals (of whatsoever character) in or under or from the land hereby leased, such production or extraction to be for the sole benefit of the University without obligation to pay the Government hereunder for any or all of the substances so produced or extracted, provided however, that the exercise of these reserved rights shall be accomplished in such a manner as not to interfere with the use or stability of any buildings or improvements on the land hereby leased. The University shall indemnify and reimburse the Government as a result of or arising out of for any loss or damage incurred or sustained by the Government as a result of or arising out of the exercise by the University of any of the rights reserved in this paragraph.

23. Litigation Costs.

The Government shall pay, or reimburse the University for, all costs and reasonable attorneys' fees incurred or expended by the University, by reason of the fact that the University, its Trustees, officers, employees or agents may be made parties to any litigation commenced by the Government or third parties based upon or arising out of, the terms or provisions of this Lease or the use by the Government of the Leased Premises, except to the extent and in the proportion that such costs and fees were caused by the willful misconduct or lack of good faith on the part of the University President, Chief Financial Officer, Vice President for Land, Buildings, and Real Estate, the SLAC Laboratory Director or the SLAC Laboratory Chief Operating Officer.

24. Disputes.

(a) This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as hereinafter amended.

(b) Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the University seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (i) A claim by the University shall be made in writing and, unless otherwise stated in this Lease, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the University shall be subject to a written decision by the Contracting Officer.

(ii) (A) The University shall provide the certification specified in subsection (d)(iii) of this paragraph when submitting any claim exceeding $100,000.

(B) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(C) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the lease adjustment for which the University believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the University.

(iii) The certification may be executed by any person duly authorized to bind the University with respect to the claim.

(e) For University claims of $100,000 or less, the Contracting Officer must, if requested in writing by the University, render a decision within 60 days of the request. For University-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the University of the date by which the decision will be made.=

(f) The Contracting Officer's decision shall be final unless the University appeals or files a suit as provided in the Act.

(g) If the claim by the University is submitted to the Contracting Officer or a claim by the Government is presented to the University, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the University refuses an offer for ADR, the University shall inform the Contracting Officer, in writing, of the University's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The University shall proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Contracting Officer.

25. Release of Excess Land

Upon twelve (12) months notice by the University to the Government, areas designated and agreed by the parties as excess land to the mission of the laboratory shall be eliminated from this Lease and revert to the University and the requirements of paragraph 12 shall be met. The Government and the University also agree to regularly reconsider the land use needs of the research activities being conducted upon the Leased Premises.The Government shall also have the right at any time to seek to eliminate from this Lease and return with the consent of the University such portion of the land leased hereunder as the Government may deem excess to its needs, provided that the portion so eliminated shall be of a size and location susceptible of reasonable use by the University at its highest and best use.The property so released is subject to the obligations of paragraph 12. Provided further that the premises thereafter remaining subject to this Lease shall be adequate to permit the accomplishment of the SLAC mission. Reversion of excess land to the University shall not diminish the Government's obligations under paragraph 12 hereof with respect to such released land.

26. Termination.

(a) By the Government.

The Government shall have the right at any time during the term of this Lease to terminate this Lease by giving the University written notice of termination not less than twelve (12) months in advance of a date for such termination to be specified in said notice.

(b) By the University.

In the event that:

(i) the Government shall fail to devote the Leased Premises to the use described in paragraph 2 hereof; or

(ii) the Government shall default in the performance of any of its covenants or agreements contained in paragraphs 2, 4, 7, 8(a) or 10(b), or 12; and the Government shall not cure such condition within a period of twelve (12) months (as any such period may be extended by virtue of paragraph 15 hereof) after the University has advised the Government in writing of the existence and nature of such condition, the University at any time thereafter shall have the right to terminate this Lease by giving the Government written notice of termination upon a date not less than twenty-four (24) months in advance of the date specified for

such termination in said notice.The Government will not be required to pay rent under paragraph 12(d) for failure to meet the End State Standard for the Cleanup and D&D until the date specified in the notice for such termination, i.e., the Government will not be required to pay rent until a date no less than thirty-six (36) months after the University has advised the Government in writing of the existence and nature of the condition permitting the University to terminate this Lease, unless the Lease expires or is terminated for other reasons before that date.

27. Rights Upon Termination.

If this Lease is terminated pursuant to paragraph 26 hereof or by the expiration of the term provided in paragraph 1 hereof(as such term may be extended from time to time by mutual agreement) then the University will have the right to direct the Government to remove all buildings, improvements, fixtures, and personal property located upon the Leased Premises, whether subsurface or above ground, including, but not limited to, the underground tunnels containing SLAC equipment, and restore all property to grade.The Government shall be deemed to have abandoned any and all buildings, improvements, fixtures, and personal property not requested to be removed, upon the effective date of termination. If any building, improvement, fixture, personal property, or portion or all of the Leased Premises is designated as a protected historic site or district under federal, state, or local law, after the termination of this Lease the Government will pay the University an amount equal to the resulting diminution in fair market value of the buildings, improvements, personal property, or portion of the Leased Premises so designated.

The Government may remove from the Leased Premises before the effective date of termination any and all fixtures and personal property located thereon, provided that the Government shall not remove fixtures from a building, or improvement if such removal would render the building or improvement inoperable for any purpose useful to the University or if such removal would result in impairing the structural strength of such building or improvement.

Upon termination, the Government shall:

(a) fully repair any damage to the building or improvement occasioned by any removal of any such fixtures;

(b) perform the obligations in Paragraph 12 of this lease;

(c) leave the improvements not requested by the University to be removed in a safe, neat and clean condition. Any fixtures and personal property not removed by the Government shall be deemed abandoned by the Government.Title to any item of property so abandoned shall vest in the University free and clear of any claim or demand by the Government and without cost to the University, and the Government to the extent permitted by then existing law shall make, execute and deliver to the University all deeds, bills of sale and other instruments of transfer which may be requisite to vest title in the University as herein contemplated.

The Government's covenants and obligations pursuant to this paragraph 27 shall survive the expiration or termination of this Lease.

28. Liability of Government and University.

(a) It is recognized that the University may undertake the design, construction, operation, or maintenance of all or part of the science facilities complex and related buildings and improvements under Contract No. DE-AC02-76SF00515 or a successor contract thereto. Therefore, it is agreed that no act of commission or omission of the University or its agents, employees or subcontractors under such contract shall be a basis for deeming the Government in default under this Lease and that the obligation of the Government to the University with respect to any liability, loss, expense, or damage resulting from such actions of the University, its agents or employees shall be governed by Contract No. DE-AC02-76SF00515 or a successor contract thereto as applicable.

It is also recognized that the University under authority of paragraph 22 or otherwise may be conducting activities on or off the Leased Premises for its own purposes and not related to the Government's use of the Leased Premises. Therefore, it is agreed as to such University activities any act of commission or omission of the University, its agents or employees shall not be a basis for deeming the Government in default under this Lease and that the University shall be liable to the Government for any loss, expense, or damage to the Government arising out of such activities, resulting from the fault or negligence of the University, its agents, or employees and shall afford to the Government the benefit of any insurance it may have covering such loss, expense, or damage in any way whatsoever.

(b) It is recognized that University may, with the approval of the Government, undertake to design, construct, operate and/or maintain University owned buildings and structures on the Leased Premises.If the Government and the University agree, the University may, at its own expense, construct buildings on the Leased Premises that benefit both the Government and the University.The terms of any such agreement shall be set forth in a separate agreement. Absent specific written agreement to the contrary, it is agreed that any such University owned buildings and structures shall remain the property of the University. It is further agreed that none of the Government's obligations set out in this Lease extend to activities undertaken in connection with such buildings and structures by the University, its agents or employees, unless such activities are conducted under Contract No. DE- AC02-76SF00515 or successor contracts.

29. Notices.

All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

To the University:
Office of the General Counsel
PO Box 20386
Stanford University
Stanford, California 94305

To the Government:
U.S. Department of Energy SLAC National Accelerator Laboratory
Office of Science, SLAC Site Office
2575 Sand Hill Road
Menlo Park, CA 94025

The address to which any notice, demand or other writing may be given or made or sent to any party may be changed upon written notice given by such party as above provided.

30. Covenant Against Contingent Fees.

The University warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the University for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the Lease price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

31. Paragraph Headings.

Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting or amplifying the provisions hereof.

32. Remedies Cumulative.

All remedies hereinbefore and hereinafter conferred upon either party shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

33. Lease Construed as a Whole.

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the University or the Government.

34. Examination of Records.

The University agrees that the DOE and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the University involving transactions related to this Lease until the expiration of three (3) years after termination of this Lease unless the DOE authorizes their prior disposition. Nothing in this Lease shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this Lease.

35. Availability of Appropriations.

It is specifically agreed that each and every obligation of the Government contained herein involving an expenditure of funds are subject to the availability of appropriated funds of the DOE, or in the event of a claim, as provided by the Contract Disputes Act. DOE will use its best efforts to obtain funds to meet all of its obligations under this Lease.Nothing herein shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

36. Designated Governmental Agency.

The Government has designated the DOE as the agency through which the Government will act in relation to this Lease. It is understood that the Government retains the right at any time upon written notice to the University to designate some other Governmental agency in the place and stead of DOE and upon such notification all references herein to the "Department of Energy" or "DOE" shall be deemed to refer to the agency so designated and all rights and obligations herein vested in or imposed upon DOE shall be deemed to those of the Governmental agency so designated. The term "Department of Energy" or "DOE" shall mean the designated Governmental agency or any duly authorized representative thereof, or, if no active Governmental agency is designated, the Government.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate by proper persons thereunto duly authorized and with full authority to enter into this instrument and bind the parties hereto as of the day and year first hereinabove written.

Board of Trustees of the Leland Stanford Junior University

By _____

Leslie P. Hume, Chair
Dated: August 4, 2010

The United States of America

By _____

Paul Golan
Department of Energy
Dated: August 4, 2010

Exhibit A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara }

On 08/04/10 (Date) before me, Esperanza D. Arreola, Public Notary (Here Insert Name and Title of the Officer)

personally appeared Leslie P. Hume, and Paul Golan (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ESPERANZA D. ARREOLA
Commission # 1786968
Notary Public - California
Santa Clara County
MyComm. Expires Dec 25, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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APPENDIX G

Arrillaga SLAC Athletic Facilities MOA

SUPERSEDING MEMORANDUM OF AGREEMENT

Between

The U.S. Department of Energy SLAC Site Office

("DOE")

And Stanford University ("Stanford")

Concerning the Arrillaga Recreation Center at SLAC National Accelerator Laboratory ("SLAC")

SLAC is a Federally Funded Research and Development Center ("FFRDC"), comprised of an accelerator complex and research laboratory, managed and operated by Stanford for and on behalf of, and with funding from, DOE (each separately, "Party," and collectively, the "Parties"). SLAC is located on land owned by Stanford and leased to the United States Government (hereinafter the "DOE/Stanford Leasehold"). It is operated under Management and Operating Contract number DE-AC03-76SF00515 between Stanford and the U.S. Department of Energy (the "Contract").

For the purposes of this MOA, references to "Stanford" shall also refer to the officers, employees, agents and/or contractors of Stanford, specifically excepting any such officers, employees, agents and/or contractors of Stanford to the extent their relevant activities are funded by and through the Contract. In addition, references to Stanford acting in its capacity as the management and operating contractor under the Contract shall be referred to as "SLAC."

Purpose of the Superseding MOA

The purpose of this superseding MOA is to replace the original MOA and to document the understandings between the Parties regarding the original construction and continuing operation of the Arrillaga Recreation Center at SLAC and related facilities (collectively, the "Facilities").

Background

Stanford and its donors constructed the Facilities on the DOE/Stanford Leasehold at their sole discretion and initiative, with DOE's concurrence. All expenses associated with construction of the Facilities were funded by Stanford and its donors. DOE was not responsible for any construction costs, and no DOE funds were used to defray capital construction costs. The Facilities include a building (17,000 square feet) with exercise rooms and equipment, as well as outdoor facilities with playing fields and courts, an elevated exercise path, walking path, barbeque area, and a parking lot. The Facilities provide exercise and athletic facilities for employees and guests of SLAC and enhance Stanford's Recreation and Wellness program at SLAC, and those using the Facilities are subject to all the SLAC safety rules imposed by SLAC on all individuals accessing the SLAC site.

Term

Absent mutual modification, including through a superseding agreement, or termination by one or either of the Parties, and subject to the obligations in the sentence immediately following this one, this MOA shall remain effective during the DOE/Stanford lease ("Lease"). This MOA shall be re-negotiated in the event that Stanford, for any reason, does not continue with the Contract during the term of the Lease.

The Parties shall each have the right to terminate this MOA for any reason with one year's written notice to the other

Party. Each Party shall bear its own expenses resulting from such a termination. The terminating Party is not liable for any indirect, incidental, punitive, or consequential damages arising out of or resulting from such a termination. Should DOE exercise this right, Stanford may continue occupying the Facilities as a part Stanford's programs at its own expense, and DOE shall permit reasonable access to the Facilities or release this portion of the land to Stanford under the Lease. The foregoing does not limit any additional termination rights or legal remedies of the Parties under other agreements or in the event of a material breach of this MOA.

The Parties acknowledge and agree:

Stanford Responsibilities

Stanford designed, constructed, and equipped the Facilities, at its own expense. Execution of the construction project, including contracting and construction management activities, were the sole responsibility of Stanford. Stanford was responsible for ensuring that the construction of the Facilities complied with all applicable federal, state, and local requirements.

Stanford and its donors were responsible for all costs associated with construction of the Facilities including, but not limited to, building the Facilities; engineering site preparation; and obtaining any necessary permits, licenses, reviews etc. Stanford was also responsible for any costs associated with physically connecting utility services to the Facilities, as well as any related connection charges; modification to the existing parking lot(s); and initial landscaping.

Stanford is responsible for the purchase, maintenance, and replacement of all exercise and athletic equipment and related equipment such as televisions in use at the Facilities.

Stanford is responsible for monitoring and oversight of environment, safety, and health relating to the Facilities and their operation. Stanford is responsible for reporting of injuries/illnesses (to, e.g., Cal-OSHA) and other reportable events as required by federal, state, and local laws and regulations applicable to the Facilities.

The Parties acknowledge that Stanford is responsible for any liability resulting from accident, injury or illnesses occurring as a result of construction of the Facilities that does not result from the fault or negligence of DOE, its agents, or employees.

Stanford shall retain ownership and ultimate responsibility for demolition and/or disposal of the Facilities, including any responsibility for environmental response costs that are attributable to the construction and/or operation and/or demolition and/or disposal of the Facilities. Stanford provided to DOE written certification that any soil transported from off-site to the construction site met SLAC requirements for use as clean fill material. Stanford has been, is, and will be responsible for contamination/clean-up costs associated with the placement and/or presence of this soil on the SLAC site. Consistent with the Contract, DOE retains ultimate responsibility for any other Facilities-related environmental response costs, including those which may stem from conditions which existed on or in that portion of the property where the Facilities are located before the Facilities construction began, or resulting from DOE's operations under the Contract at any point in time.

Stanford is responsible for the cost of any modifications, repair or replacement of the Facilities or Stanford-owned equipment and/or furnishing located thereon resulting from an act of god.

SLAC Responsibilities

SLAC is responsible for the routine (non-capital) maintenance of the Facilities, utilities, janitorial service and supplies, groundskeeping, telecommunications and internet services, security access hardware, access control related equipment, emergency response equipment, fire prevention, and development of the facility safety plan.

DOE Responsibilities

As described above, consistent with the Contract, DOE retains ultimate responsibility for any other Facilities-related environmental response costs, including those which may stem from conditions which existed on or in that portion of the property where the Facilities are located before the Facilities construction began, or resulting from DOE's operations under the Contract.

Consistent with the Contract, DOE shall also be responsible for: (1) costs necessary to repair damage caused by DOE activities; and (2) any costs necessary to remedy ordinary wear and tear to the Facilities.

DOE's obligations under this MOA are subject to the availability of appropriated funds.

Facilities Location

The facilities are located on Pep Ring Road as depicted in Attachment 1.

For SLAC National Accelerator Laboratory	**John Connolly,** Deputy Director of Operations **Date:** 3/25/2025
For Stanford University	**Alden Mitchell,** Chief Operating Officer, Athletics **Date:** 4/11/25
For DOE	**Hanley Lee,** Site Manager, DOE-SSO **Date:** 4/21/2025

Attachment 1

Arrillaga Recreation Center at SLAC National Accelerator Laboratory

APPENDIX H

Stanford Guest House Memorandum of Agreement

(MOA)

SUPERSEDING MEMORANDUM OF AGREEMENT Between

The U.S. Department of Energy SLAC Site Office

("DOE")

and

Stanford University ("Stanford")

SLAC National Accelerator Laboratory (hereinafter "SLAC" or "the Laboratory") is a Federally Funded Research and Development Center ("FFRDC"), comprised of an accelerator complex and research laboratory, managed and operated by Stanford University for and on behalf of the United States Department of Energy (hereinafter "DOE"). SLAC is located on land (hereinafter the "DOE/Stanford Leasehold") owned by Stanford University and leased to the United States Government. It is operated under Management and Operating Contract number DE-AC02-76SF00515 between Stanford University and the U.S. Department of Energy (the "Contract").

In 2001, prior to its construction, Stanford and DOE agreed to a Memorandum of Agreement ("MOA") to permit Stanford University to build, own and operate the Stanford Guest House ("Guest House," previously known as the User Lodging Facility) on the DOE/Stanford leasehold, as shown on the attached survey plat. The agreement was incorporated as an attachment to the Contract via modification number 392 on March 5, 2001. The Guest House was constructed, and has been in operation, managed by Stanford, since 2003. The purpose of the present MOA is to replace the original MOA and to document the understandings between Stanford University and DOE (the "Party" or "Parties") related to the continuing operation of the Guest House on the DOE/Stanford Leasehold.

For purposes of this agreement, references to "Stanford University" shall also refer to the officers, employees, agents and or contractors of Stanford University, specifically excepting any such officers, employees, agents and or contractors of Stanford University to the extent that their relevant activities are funded by and through the Contract.

Stanford University has constructed, furnished, and operated, at its own expense, a 33,000 square foot lodging facility containing approximately 110 units on the existing DOE/Stanford Leasehold. Execution of the construction project, including contracting and construction management activities, was the sole responsibility of Stanford University.

Stanford University agrees to operate the Guest House in accordance with terms of this MOA for the duration of the DOE/Stanford Lease. This agreement shall be re-negotiated to allow commensurate DOE use of the Guest House, in the event that Stanford University, for any reason, does not continue with the Contract during the term of the DOE/Stanford Lease.

Stanford has also, from time to time, operated a Stanford owned coffee kiosk within the lot included in the attached survey plat, but may discontinue such operation at its sole discretion.

The Parties acknowledge and agree that:

DOE RESPONSIBILITY

Specifically, this MOA memorializes the terms and conditions upon which DOE authorizes Stanford University to continue to operate a Guest House on the DOE/Stanford Leasehold. The primary purpose of the Guest House is for short term lodging of DOE personnel, visiting scientists, staff, and others working on projects/programs at SLAC and affiliated with SLAC, and their guests.

STANFORD RESPONSIBILITY

Stanford University agrees to be responsible for all costs related to the modification, operation, and maintenance of the Guest House, which includes but is not limited to general oversight, management, and day to day operations of the Guest House.

The Guest House construction costs for which Stanford University has been solely responsible include, but are not limited to: building the Guest House; conducting an environmental base-line survey of the Guest House construction site; removing the Training Facility; engineering site preparation; and, obtaining any necessary permits, licenses, and reviews. Any costs associated with physically connecting utility services to the Guest House, as well as any related connection charges; modification to the existing parking lot(s); and, landscaping are also the responsibility of Stanford University.

Stanford University shall be responsible for ensuring that all modifications and operations of the Guest House comply with all applicable federal, state, and local requirements.

Stanford University shall retain ownership and responsibility of the Guest House.

FACILITY LOCATION - NEPA

The facility is sited at the location of the former Training Center and SLAC garden as depicted in Attachment 1. Based on core samples taken at the time of site selection, the site chosen for the Guest House meets the environmental criteria necessary for residential type use. However, if unforeseen environmental conditions at the construction site should necessitate significant environmental restoration activities, either Party may terminate this agreement unilaterally.

Stanford University shall be responsible for the ultimate cost of demolition or disposal of the Guest House, including any liability for environmental response costs that are attributable to the construction, operation, and or demolition or disposal of the Guest House.

Prior to construction, DOE issued Categorical Exclusion (CX) concerning the grant of authority for Stanford University to use the DOE SLAC Leasehold.

STANFORD REPRESENTATIONS

Stanford University shall use the revenues generated from room charges to pay-off the Guest House construction costs, including interest; the cost of equipping and furnishing the Guest House; the cost of operating the Guest House; and the costs of all maintenance, repairs, asset renewal and life cycle costs. Operation costs include but are not limited to employee compensation, repairs, maintenance, supplies, food costs, services – custodial, professional and contract, laundry utilities, pest control and telecom, employee morale, training and recruitment. Additionally, operation costs include debt service for any investment in improvement and proportional allocation of overhead expenses (given the Guest House, for operational efficiency, is managed as one of many Stanford assets) such as leadership, finance, vendor management, human resources, administrative, marketing, IT, general and admin, taxes and insurance.

Stanford University shall charge a reasonable rate sufficient to recover incurred or anticipated costs set forth in the preceding paragraph. For DOE staff, Stanford University shall charge no more than the rates set by the General

Services Administration as reimbursable rates (i.e., "per diem" rates). For all others, reasonable rates include per diem rates, or any rate that provides funding appropriate for the continued long-term operations as noted above.

ALLOCATION OF ROOMS

In operating the Guest House, Stanford shall refrain from competing with the local hotel industry. Priority allocation will be given to DOE staff, SLAC users, SLAC affiliates, and their guests, in accordance with Guest House policies and procedures. Priority allocation procedures will seek to reasonably balance the primary purpose of the Guest House to serve the SLAC and DOE population, with the need to ensure maximum utilization and financial viability of the Guest House by permitting individuals associated with other University programs to utilize rooms that are vacant or at risk of being unutilized.

In accordance with priority allocation procedures, under no circumstance will rooms be made available to the public.

DOE REPRESENTATIONS

On December 18, 2000, DOE issued a NEPA Categorical Exclusion (CX) with a finding of no significant impact to the environment for the Guest House in connection with the grant of authority for Stanford University to use the DOE SLAC Leasehold.

DOE makes no representations or guarantees respecting whether or for how long the Contract shall run; whether the Contract will be extended; or how long the term of any such extension or extensions shall run.

DOE makes no representations or guarantees respecting the number of users that might now, or in the future, conduct research at SLAC.

DOE makes no representations or guarantees respecting the numbers of users that might use the Guest House, or the minimum or maximum occupancy rates that the Guest House will experience.

Should Stanford desire to expand or modify the footprint of the Guest House, its parking lot, or the coffee kiosk, the parties shall engage in good faith discussions to agree on a mutual modification of this MOA as appropriate.

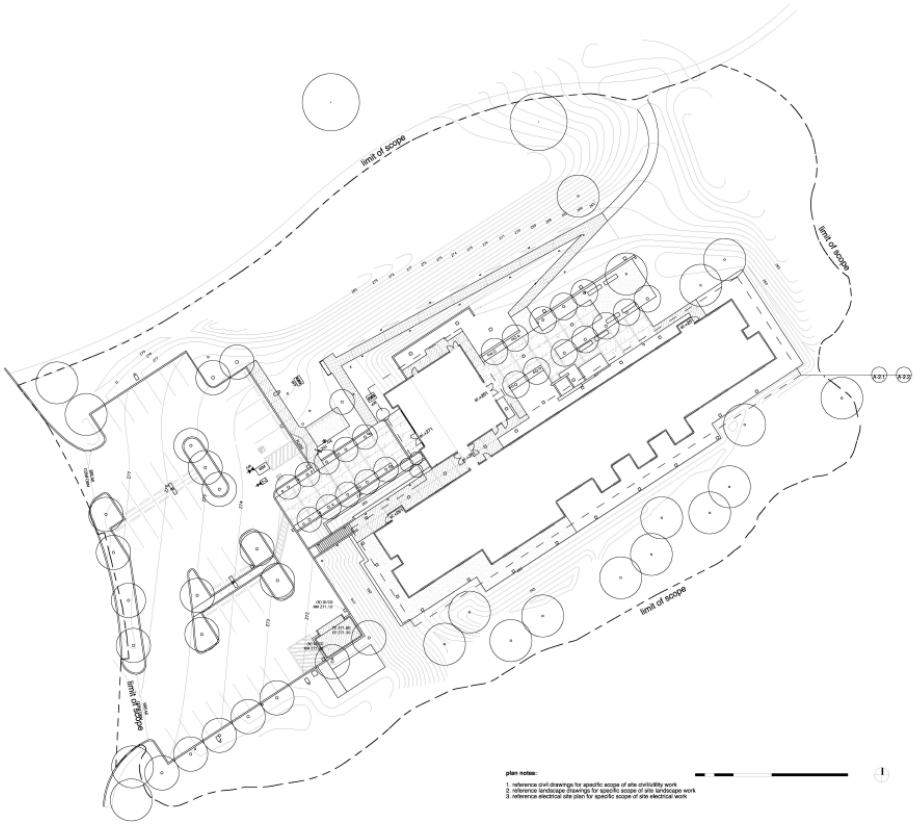
For Stanford University:

Dr. Shirley J. Everett — 30 April, 2024 Date
Senior Associate Vice Provost
for Residential & Dining Enterprises

For the U.S. Department of Energy:

Hanley Lee — May 1, 2024 Date
Manager, DOE SLAC Site Office

Attachments:
1. Stanford Guest House Survey Plat
2. Aerial View of Stanford Guest House



MACDONALD ARCHITECTS
1016 FOLSOM STREET, SUITE 3
SAN FRANCISCO, CA 94103
PH. 415.621.5100
FAX. 415.621.5200
DONALD MACDONALD, FAIA

LICENSED ARCHITECT
DONALD MACDONALD
C-4606
1-31-2023
RENEWAL DATE
STATE OF CALIFORNIA

NO.	DATE	ISSUE
REVISIONS		
	12.04.01	50% CD
	01.15.02	95% CD/BID SET
	03.05.02	100% CD
	05.10.02	FOR CONSTRUCTION
3	10.04.02	FOR CONST. UPDATE
3	11.22.02	ELEC/INTER. COORD.
4	06.27.03	RECORD SET

KEY PLAN

OWNER
STANFORD UNIVERSITY

S.L.A.C. USER LODGING

MENLO PARK, CA

SITE PLAN

SCALE
1" = 20'
DRAWN BY
PW, RG
CHECKED BY
DMC
PROJECT NO.
2001300
DATE
01.08.02

B A

DRAWING NO.
A- 01.0

Photo source: earth.google.com/static/multi-threaded/versions/10.52.0.0/index.html?authuser=0#search/stanford+guest+house/@37.41986929,-122.2020716,81.87457366a,383.42125499d,35y,56.45255152h,0t,0r/data=Cn8aVRJPCiUweDgwOGZhNGUyOTExMzJjMGQ6MHgxYzgyNDdkODg4NWU2ZWZkGb5lTpfFtUJAIQ66hEPvjF7AKhRzdGFuZm9yZCBndWVzdCBob3VzZRgCIAEiJgokCVtY2luEazVAEVpY2luEazXAGZTEPjdGJEVAIc5l-IAwmU7AOgMKATA

APPENDIX I

Reserved

APPENDIX J

MEMORANDUM OF AGREEMENT (MOA)

FOR

THE STANFORD RESEARCH COMPUTING FACILITY (SRCF)

SUPERSEDING MEMORANDUM OF AGREEMENT
Between
The U.S. Department of Energy SLAC Site Office
("DOE")
And Stanford University ("Stanford")
Concerning the Stanford Research Computing Facility ("SRCF") at SLAC National Accelerator Laboratory ("SLAC")

SLAC is a Federally Funded Research and Development Center ("FFRDC"), comprised of an accelerator complex and research laboratory, managed and operated by Stanford for and on behalf of, and with funding from, DOE (each separately, "Party," and collectively, the "Parties"). SLAC is located on land owned by Stanford and leased to the United States Government (hereinafter the "DOE/Stanford Leasehold"). It is operated under Management and Operating Contract number DE-AC03-76SF00515 between Stanford and the U.S. Department of Energy (the "Contract").

For the purposes of this MOA, references to "Stanford" shall also refer to the officers, employees, agents and/or contractors of Stanford, specifically excepting any such officers, employees, agents and/or contractors of Stanford to the extent their relevant activities are funded by and through the Contract. In addition, references to Stanford acting in its capacity as the management and operating contractor under the Contract shall be referred to as "SLAC."

Purpose of the Superseding MOA

The purpose of this superseding MOA is to (1) replace the original MOA (dated June 12, 2012), the original Stanford Research Computing Facility Project Plan, and Addendum Number 1 to the MOA (dated by last signature on September 14, 2021); and (2) document the understandings between the Parties regarding the original construction of SRCF and first computing facility module, construction of the second computing facility module (SRCF-II), and continuing operation of SRCF and SRCF-II.

Background

Stanford constructed the SRCF to meet Stanford's data center and computational needs, with sufficient capacity to meet SLAC's computational needs, as follows:

1. Construction of the SRCF was funded entirely by Stanford. Stanford designed, constructed, and equipped the SRCF at SLAC at its own expense, including all necessary parking for use and operation of the SRCF.

2. The SRCF construction project, including contracting and construction management activities, was the sole responsibility of Stanford. Stanford was responsible for ensuring that construction of the SRCF complied with all applicable federal, state, and local requirements. Consistent with prior Stanford construction projects on the DOE/Stanford Leasehold, Stanford complied with all appropriate and relevant SLAC permitting and inspection processes for work both on the SRCF site and the utility corridor for connection to on-site utilities.

3. Stanford was responsible for payment for all costs associated with physically connecting utility services to the SRCF, as well as related connection charges, construction of parking spaces, and landscaping. Stanford upgraded the Duck Pond access adjacent to the SRCF site to replace the previous access. Stanford was responsible for the timely payment of all utility costs incurred in the construction and operation of the SRCF through a recharge billing from SLAC/DOE pursuant to a separate recharge arrangement between the Parties. Prior to expansion of the SRCF, Stanford consulted with DOE regarding the increased power load requirements as a result of the expansion.

4. Stanford was responsible for any liability resulting from injuries/illnesses that occurred as a result of construction of the SRCF and reporting of injuries/illnesses and other events as required by applicable federal, state, and local laws and regulations. The DOE Orders such as Computerized Accident/Incident Reporting System and Occurrence Reporting and Processing System reporting requirements were not

applicable to the project. Any incidents/events involving Stanford and its subcontractors on the project were not reported against the SLAC M&O safety statistics or used for assessing SLAC M&O contractor performance.

5. Once fully constructed, equipped, and operational, Stanford was responsible for operating and maintaining the SRCF, including the total annual operations and maintenance costs of the SRCF, which included costs related to maintenance, janitorial service/supplies, utilities, and telecommunications. The Parties' responsibilities with respect to the operation and maintenance of SRCF and SRCF-II (hereinafter, collectively, "SRCF") are documented in the November 2023 Stanford/SLAC Operational Agreement for SRCF and SRCF II, as amended from time to time.

While it was originally anticipated that Stanford would construct up to four computing facility modules, only two modules have been constructed.

Term

Absent mutual modification, including through a superseding agreement, or termination by one or either of the Parties, and subject to the obligations in the sentence immediately following this one, this MOA shall remain effective during the DOE/Stanford lease ("Lease"). This MOA shall be re-negotiated to allow SLAC and Stanford commensurate use of the SRCF, and access to onsite utilities under the existing recharge arrangement, in the event that Stanford, for any reason, does not continue with the Contract during the term of the Lease.

The Parties shall each have the right to terminate this MOA for any reason with one year's written notice to the other Party. Each Party shall bear its own expenses resulting from such a termination. The terminating Party is not liable for any indirect, incidental, punitive, or consequential damages arising out of or resulting from such a termination. Should DOE exercise this right, Stanford may continue occupying the SRCF at its own expense, and DOE shall permit reasonable access to the SRCF or release this portion of the land to Stanford under the Lease. The foregoing does not limit any additional termination rights or legal remedies of the Parties under other agreements or in the event of a material breach of this MOA.

Stanford Responsibilities

1. The SRCF is a Stanford facility and shall not become a SLAC facility or be operated by SLAC. Stanford is responsible for continuing to operate and maintain the SRCF, including the total annual operations and maintenance costs of the SRCF, which include costs related to maintenance, janitorial service/supplies, utilities, and telecommunications. Stanford is also responsible for any facility upgrades.

2. Stanford is responsible for the timely payment of all utility costs incurred in the operation of the SRCF through a recharge billing from SLAC/DOE pursuant to a separate recharge arrangement between the Parties. Prior to any further expansion of the SRCF, Stanford shall consult with DOE regarding the increased power load requirements as a result of the expansion.

3. Stanford is responsible for reporting injuries/illnesses and other events as required by applicable federal, state, and local laws and regulations. The DOE Orders such as Computerized Accident/Incident Reporting System and Occurrence Reporting and Processing System reporting requirements are not applicable to the SRCF. Any incidents/events involving Stanford and its subcontractors at SRCF will not be reported against the SLAC M&O safety statistics or used for assessing SLAC M&O contractor performance.

5. Stanford is responsible for the cost of any modifications, repair or replacement of the SRCF or Stanfordowned SRCF equipment and or furnishing, resulting from damages incurred or an act of god.

6. Stanford employees and subcontractors operating or using the facilities must be authorized and registered to enter upon the SLAC site and comply with all of the safety rules imposed by SLAC on visitors while traversing the SLAC site. In addition, Stanford employees and subcontractors accessing the SRCF shall comply with the SLAC Site Security Plan. Upon the SRCF site itself, Stanford shall comply with all Stanford safety rules and relevant government laws and regulations.

7. Stanford shall retain ownership and ultimate responsibility for demolition and/or disposal of the SRCF, including any liability for environmental response costs that are attributable to the construction, operation, and demolition or disposal of the SRCF.

8. Stanford agrees to cooperate with DOE to ensure that DOE's interests in the operations of SLAC are not impaired and that the performance of the Contract, in a timely, safe, secure and environmentally sound manner, is not degraded by virtue of Stanford's activities relating to the SRCF.

SLAC Responsibilities

1. Provide utilities to SRCF, including electricity, water, and sewer and periodic inspection, testing, and maintenance, the costs of which are reimbursed by Stanford.

2. Repair of damage caused by SLAC/DOE use or occupancy shall be the responsibility of SLAC under the Contract.

DOE Responsibilities

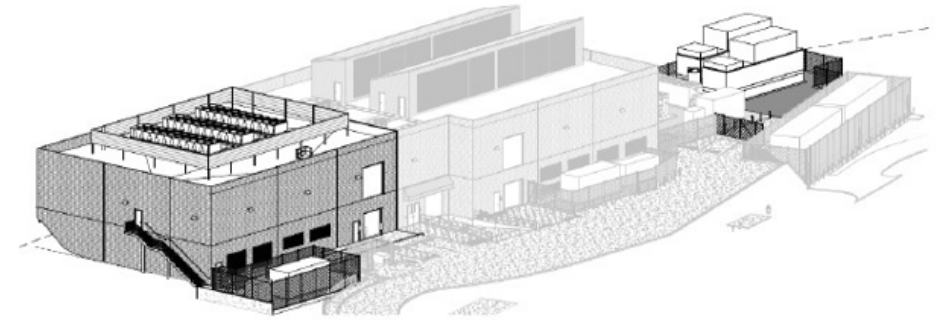
1. DOE shall allow Stanford access to electrical power, water and sewer utilities on a recharge basis. Should a Hosting Agreement for SLAC's purchase of data center services not be entered into, or subsequently terminated for any reason, DOE shall continue to allow Stanford to use the SLAC site utilities on the same recharge basis included within access to utilities is access to existing SLAC fiber duct bank and or conduit for interconnection of SLAC to the SRCF. Should DOE no longer operate SLAC, it will not have an affirmative obligation to make utilities available for the SRCF.

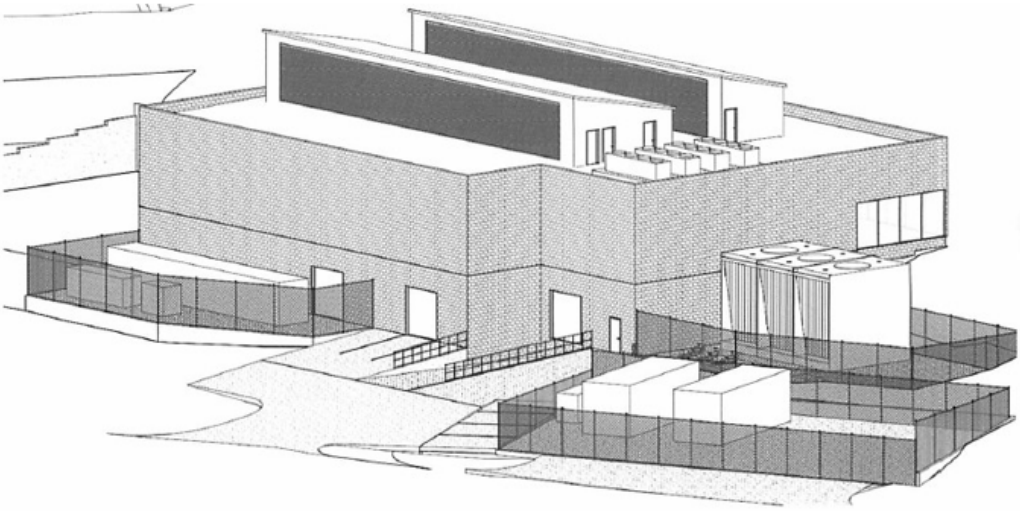
2. DOE's obligations for environmental response activities at the SLAC site are prescribed under the Contract and the Lease. The Parties agree that this MOA does not change those obligations except as otherwise provided herein, particularly in paragraph 6 of the Stanford Responsibilities, above.

3. Any obligation of DOE under this MOA is subject to the availability of funds under the Contract at the time the contingency occurs. Nothing under the indemnification approval or the Contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies under the Contract.

Facility Location

The SRCF is located at SLAC on PEP Ring Road, designated as Building 54. The appendix below depicts the SRCF, including at the initial design and after the design of a second module.





\\ The above depicts the initial design of SRCF (module 1).

The above depicts the updated design of SRCF (module 2 and generators).

For SLAC National Accelerator Laboratory	**John Sarrao**, Laboratory Director **Date**: April 23, 2025
For Stanford University	**Steve Gallagher**, Chief Information Officer Electronically signed by: Stephen J. Gallagher Reason: I have reviewed and am approving this document. Date: May 5, 2025 15:37 PDT **Date:**
For Stanford University	**David Studdert**, Vice Provost and Dean of Research Electronically signed by: David M. Studdert Reason: I have reviewed and am approving this document. Date: May 13, 2025 10:33 PDT **Date:**
For DOE	**Hanley Lee,** Site Manager, DOE-SSO **Date: 4/25/2025**

APPENDIX K

MEMORANDUM OF OCCUPANCY AGREEMENT (MOA)

FOR

OUTFITTING, OCCUPANCY AND OPERATION OF THE

PHOTON SCIENCES LABORATORY BUILDING

MEMORANDUM OF OCCUPANCY AGREEMENT

Between

The U.S. Department of Energy

and

Stanford University

Concerning the

Outfitting, Occupancy and Operation of the

Photon Sciences Laboratory Building

Purpose

The purpose of this Memorandum of Occupancy Agreement ("MOA") is to document the understandings between Stanford University ("Stanford" or "University") and the Department of Energy (DOE) (hereafter individually "the Party" or collectively "the Parties") related to the completion, fit-out, occupancy and operation of the Photon Sciences Laboratory Building ("PSLB") situated on the DOE Stanford Leasehold. The purpose of the PSLB is to house a variety of DOE and Stanford research laboratories and associated office space and conference rooms.

Background

The SLAC National Accelerator Laboratory (hereinafter "SLAC" or "the Laboratory") is operated under Management and Operating Contract number DE-AC02-76SF00515 between Stanford and DOE (the "Contract"). SLAC is a Federally Funded Research and Development Center built and operated by Stanford for and on behalf of, and with funding from, DOE. SLAC is located on land (hereinafter the "DOE Stanford Leasehold") owned by Stanford and leased to the United States Government, at no cost, under a lease agreement dated August 4, 2010 (the "Lease") that extended the original 1962 lease. For purposes of this MOA, references to "Stanford" and or "University" shall also refer to the officers, employees, agents and or contractors of Stanford, specifically excepting any such officers, employees, agents and or contractors of Stanford to the extent that such officers, employees, agents and or contractors are performing activities funded by and through the Contract. References to SLAC shall, as appropriate, also refer to those Stanford officers, employees, agents and or contractors who are performing activities funded by and through the Contract.

Article 28(b) of the August 4, 2010 Lease between Stanford and DOE provides that, with the consent of DOE, Stanford may, at its own cost, construct facilities at SLAC for the benefit of Stanford or for the joint benefit of both Stanford and SLAC. Past facilities were enabled by a separate Memorandum of Agreement (MOA) to document the roles and responsibilities of the Parties with regard to the construction, occupancy, and operation of the facility.

In May 2015, DOE, Stanford and SLAC entered into a MOA regarding the construction by Stanford of the PSLB building shell on the DOE Stanford Leasehold. At the time of planning for and commencement of construction of the building shell, the eventual use and occupancy of the office spaces and laboratory facilities within the PSLB was not determined, but a number of alternatives were envisioned, which included that the PSLB might be used entirely by SLAC, entirely by Stanford, or jointly by Stanford and SLAC; with the understanding that the ultimate utilization of the PSLB would be determined by DOE, Stanford and SLAC at a later date. Stanford has now offered DOE the use of the PSLB building shell and DOE has determined that it has programmatic need for the completed facility. This MOA, upon execution by the Parties, reflects the agreement of the Parties as to the rights and responsibilities of

each Party for the completion, fit-out, occupancy and operation of the PSLB. The May 2015 MOA for the construction of the PSLB building shell by Stanford, shall remain in effect until such time as the Parties mutually agree to its termination.

Specifically, this MOA memorializes the terms and conditions upon which DOE will fund the fit-out and operation of the PSLB building shell, and the Parties agreement as to the occupancy and operation of said facility.

Accordingly, Stanford and the DOE acknowledge and agree that:

General:

Upon completion of the PSLB building shell, Stanford will transfer control of the building shell to DOE whereupon DOE will take occupancy and assume responsibility for managing the PSLB completion and fit-out as a SLAC facility. Upon Stanford transferring control of the PSLB building shell to DOE, DOE will: 1) assume responsibility for the management and operation of the PSLB; 2) fit-out the building shell to the extent the PSLB line item appropriation permits; and thereafter, 3) occupy the portions of the PSLB building shell that have been fully fitted-out with offices and laboratories.

The Parties contemplate that the PSLB Line Item project funds will be sufficient to complete the scope of work described in the PSLB Preliminary Project Execution Plan (PSLB-PLAN-PSLB-213-R2; SEP 2015), which includes providing utilities and services (e.g., elevators, stairways, building-wide mechanical/electrical/plumbing equipment, life safety) for the entire PSLB, and framing and casework/furnishing of labs and offices for a minimum of 55,000 GSF (i.e., 2 floors or at least 60 percent of the PSLB building shell.) The Parties also understand that Stanford may, but is not required, from time to time and for its own use, seek permission from DOE to occupy and complete fully fitting-out with offices and laboratories some or all of the up to 40 percent of the PSLB building that DOE may not fully fit-out with offices and laboratories. In the event that Stanford requests to do so, such request will not be unreasonably denied, and the Parties will in good faith negotiate a mutually satisfactory access and occupancy arrangement which will not require the University to pay any pro rata share of PSLB operating, maintenance and repair costs.

Stanford Rights and Responsibilities:

1. Complete the design and construction of the PSLB building shell at its own expense in accordance with the May 2015 MOA, and transfer control of, and responsibility for, the PSLB building shell to DOE upon completion of the construction, free and clear of all liens and encumbrances.

2. Upon completion of construction of the shell, SLAC shall occupy the PSLB, subject to the provisions of Article 3 of the August 4, 2010 Lease, for the remainder of the term of the August 4, 2010 Lease, as that Lease term may be extended from time to time.

3. Stanford shall retain ownership and ultimate responsibility for demolition and/or disposal of the PSLB, but only including any liability for environmental response costs that are attributable to Stanford's portion of the construction and occupancy of the PSLB.

4. Stanford will be responsible for: 1) the cost of any modifications desired by Stanford for space it occupies pursuant to provisions of this MOA; 2) replacement of the PSLB or Stanford-owned PSLB equipment and/or furnishings resulting from damage caused directly by Stanford use; and 3) the cost of any repair occasioned by latent defects in Stanford's shell construction.

DOE Rights and Responsibilities:

1. DOE/SLAC shall, in its sole discretion, determine the occupants and uses of the portions of the PSLB that DOE has fully fitted-out with offices and laboratories. In making such determination, the SLAC Laboratory Director shall, in consultation with DOE, determine the research programs to be assigned to those office and laboratory spaces.

2. DOE shall allow Stanford access to electrical power, water and sewer utilities for the facility construction and for any of its agreed use and occupancy pursuant to the provisions of this MOA. Should DOE determine in the future that it does not desire to make use of the PSLB, DOE shall place the PSLB in a cold dark state, or, upon mutual agreement with Stanford, allow Stanford to continue any of its agreed use and occupancy, have access to utilities, allow Stanford to have access to the SLAC network for communications and data, and allow use of available parking for Stanford occupants of the facility.

3. DOE's obligations for environmental response activities at the SLAC site are prescribed under the Contract and the Lease. The Parties agree that this MOA does not change those obligations except as otherwise provided herein, particularly in paragraph 3 of the Stanford Responsibilities, above.

4. Once Stanford has transferred control of the PSLB building shell to DOE, DOE, as the primary occupant, agrees to assume responsibility for the fit-out, as described above, of the PSLB to the contemplated extent and availability of DOE Line Item project funds. For purposes of this MOA, all Parties assume that DOE's project funding will not be sufficient to fully fit-out the entire building with offices and laboratories.

5. Upon Stanford transferring control of the PSLB building shell to DOE, DOE shall assume responsibility for the annual ongoing operating, maintenance and repair costs of the PSLB. The annual operating and maintenance under this MOA will consist of routine maintenance, as defined by the DOE Accounting Manual, utilities, janitorial service/supplies, and telecommunications and data costs. The Parties anticipate that the annual operating, maintenance and repair costs for the PSLB will be borne out of the existing SLAC operating budget.

6. DOE may reduce its occupancy of the PSLB, in whole or in part at its sole discretion. DOE will provide Stanford with no less than 12 months advance written notice of its intent to vacate, unless that amount of notice is not practicable, in which case, DOE will provide as much advance notice as reasonably possible. Upon provision of notice of intent to vacate, the Parties shall negotiate in good faith, a schedule for DOE to complete the removal of its equipment from the PSLB.

7. DOE may remove from the PSLB premises before the effective date of PSLB termination, as provided in preceding paragraph 6, any and all of its fixtures and personal property located thereon, provided that DOE shall not remove fixtures from the PSLB or improvements if such removal would render the PSLB building or improvements inoperable for any purpose useful to the University, or if such removal would result in impairing the structural strength of PSLB or its improvements. The Parties agree that Article 15 of the SLAC Lease shall apply to DOE's right to remove fixtures and personal property from the PSLB, as provided herein, provided further that DOE does not exercise its right to terminate its occupancy of the PSLB earlier than the end of said Lease. In the event that the removal of DOE's fixtures and personal property continues beyond the 12 month termination notice period under operation of the above mentioned Article 15, or as otherwise agreed to by the Parties,

DOE shall be deemed to be occupying the PSLB and its obligation to pay annual operating, maintenance and repair costs shall continue.

8. Any obligation of DOE under this MOA is subject to the availability of appropriated funds under the Contract. Nothing under the Contract shall be construed as implying that the Congress will, at a later date, appropriate funds for the fit-out or use of the facility.

Facility Location

The facility will be sited as depicted in Attachment 1.

This MOA shall be re-negotiated to allow Stanford continued use of the PSLB site and access to on-site utilities, telecommunications and data, and the use of available parking in the event that Stanford University, for any reason, does not continue with the Contract. Should DOE no longer operate SLAC, it will not have an affirmative obligation to make utilities available for the PSLB.

U.S. Department of Energy, Stanford Site Office

Paul Golan
Manager

1/13/16
Date

Stanford University

Robert C. Reidy
Vice President

1/13/2016
Date

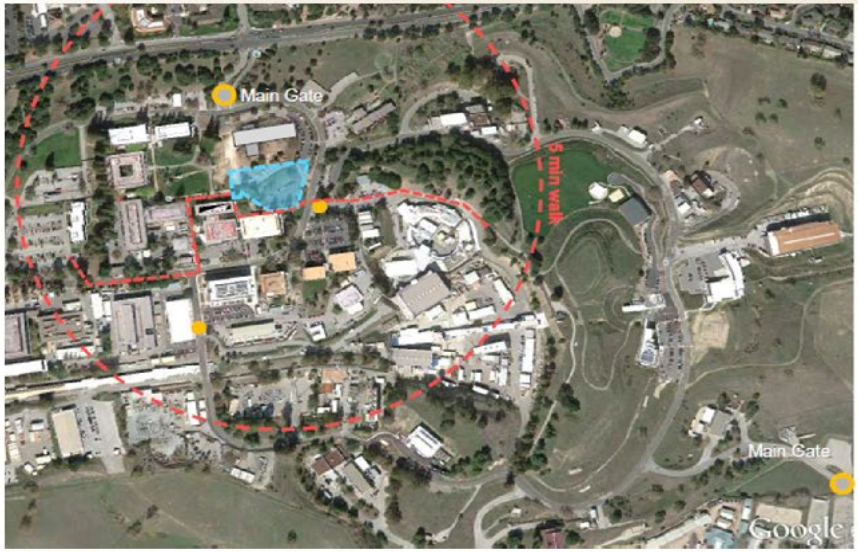
SLAC National Accelerator Laboratory

Chi-Chang Kao
Director

1/14/2016
Date

Site A Location

SLAC



- Notable Advantages – Central Quad & SSRL Adjacency, Visibility to Front Door
- Potential Challenges – SHPO concurrence

4

ADDENDUM NUMBER 1

MEMORANDUM OF OCCUPANCY AGREEMENT

Between

The U.S. Department of Energy

and

Stanford University

Concerning the Outfitting, Occupancy and Operation of the

Photon Sciences Laboratory Building

On January 13 and 14, 2016, the Parties entered into a Memorandum of Occupancy Agreement (MoOA) for the Photon Sciences Laboratory Building, now named the Arrillaga Science Center, detailing the scope of the construction, ownership, occupancy and operation of the planned facility. Under the MoOA, Stanford and its donors constructed the cold, dark shell of the facility, turned said shell over to DOE, and DOE used available funding to complete and fit-out 62% of the facility (based upon gross square feet). Further, under the MoOA, Stanford reserved the right, with DOE approval, to fit-out and utilize up to 40% of the facility in the event that DOE did not fully fit-out with offices and laboratories.

By this Addendum, Stanford proposes to utilize space not fit-out by DOE on the first floor of the ASC, hereinafter referred to as the Detector Microfabrication Facility (DMF), encompassing between 5000-6000 square feet. Stanford will fit-out an ISO 5 (Class 100) clean room for use by *Stanford and SLAC*. In accordance with the MoOA, Stanford will be responsible for the costs of the modification and fit-out of said space. Such fit-out shall result in an ISO 5 (Class 100) clean room capable of accommodating the parties' envisioned research uses, but will not include any scientific or prototyping equipment to be placed in the clean room to perform research.
Section 3 under Stanford's Rights and Responsibilities provides as follows:

> Stanford shall retain ownership and ultimate responsibility for demolition and/or disposal of the PSLB, but only including any liability for environmental response costs that are attributable to Stanford's portion of the construction and occupancy of the PSLB.

This provision of the MoOA shall also be applicable to fit-out of the DMF space by Stanford.

Stanford is responsible for any liability resulting from injuries/illnesses occurring as a result of construction or fit-out of the PSLB under the provisions of this MOA and for reporting of injuries/illnesses and other events as required by federal, state and local laws and regulations applicable to the project. The DOE Orders such as Computerized Accident/Incident Reporting System and Occurrence Reporting and Processing System reporting requirements are not applicable to this project. Any incidents/events involving Stanford and its subcontractors on

this project will not be reported against the SLAC M&O safety statistics or used for assessing the SLAC M&O Contractor's performance. Stanford will be responsible for any required oversight of contractors and subcontractors.

By execution of this Addendum, the Parties hereto agree to the fit-out and utilization of the DMF by Stanford, and the Parties agree to negotiate in good faith a separate agreement setting forth the use of the DMF by SLAC. Such separate agreement shall have at least one five-year base term and include two five-year options for SLAC's utilization. Further, any such agreement between SLAC and Stanford shall allow for the termination of the agreement for the convenience of DOE, such that SLAC and DOE will not be responsible for additional access cost payments once the cleanroom is returned to Stanford.

Stanford's Responsibilities, as amended by this Addendum, shall remain in effect as set forth in the MoOA of January 13 and 14, 2016.

DOE's Responsibilities, as amended by this Addendum, shall remain if effect as set forth in the MoOA of January 13 and 14, 2016.

U.S. Department of Energy, Bay Area Site Office-SLAC

Paul Golan
Manager

12/8/2020
Date

Stanford University

Persis Drell
Provost

12/11/2020
Date

SLAC National Accelerator Laboratory

Chi-Chang Kao
Director

12/08/2020
Date

APPENDIX L

DOE APPROVED SITE COMPLIANCE PLANS (SCP)

(The latest version of the DOE SLAC Site Office approved Site Compliance Plans incorporated by reference into this Contract are available at: https://live-slac-legal-d9.pantheonsite.io/doesu-contract

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