

SECTION II-
GENERAL PROVISIONS CPFF SUBCONTRACT (APR 2008)
[COMMERCIAL COMPANY]

1. PUBLICATIONS

- A. The Subcontractor shall closely coordinate with the Contractor's Subcontracting Officer Technical Representative (SOTR) regarding any proposed scientific, technical or professional publication of the results of the work performed or any data developed under this Subcontract. The Subcontractor shall provide the JSA an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this Subcontract at least forty-five (45) days prior to their submission for publication. The JSA will review the proposed publication and provide comments. A response shall be provided to the Subcontractor within forty-five (45) days; otherwise, the Subcontractor may assume that the JSA has no comments. Subject to the requirements of Clause 9, the Subcontractor agrees to address any concerns or issues identified by the JSA prior to submission for publication.
- B. Subcontractor may acknowledge the JSA and Government sponsorship of the work as appropriate.

2. NOTICES

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

3. ASSIGNMENT (JUNE 2006)

JSA may assign this subcontract, in whole or in part, to DOE or to such party as DOE may designate to perform JSA's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by the DOE has accepted an assignment of this subcontract, JSA shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of JSA's obligations. Subcontractor shall not assign or transfer this subcontract or any interest herein, or claims hereunder, without the prior written consent of JSA or JSA's assignee.

4. DISPUTES (JUNE 2006)

- A. All disputes between the parties pertaining to this Subcontract, which are not disposed of by agreement, shall be decided by litigation. Trial of any such litigation shall be confined exclusively to the Federal District Court for the Eastern District of Virginia, or and only in the event that the jurisdictional requirements for trial in Federal Court are not present, to the Circuit Court of the Commonwealth of Virginia in Newport News, Virginia.

- B. The terms of this purchase order/Subcontract shall be construed and interpreted in accordance with the body of law applicable to the procurement of goods and services by the Federal Government. Nothing in this clause shall grant to the Subcontractor by implication any statutory rights or remedies not expressly set forth in this Subcontract.
- C. There shall be no interruption in the prosecution of the work, and the Subcontractor shall proceed diligently with the performance of this Subcontract pending final resolution of any dispute, claim, or litigation arising under or related to this Subcontract between the parties hereto or between the Subcontractor and lower-tier subcontractors or suppliers.
- D. The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613) shall not apply to this Subcontract; provided, however, that nothing in this clause shall prohibit JSA, in its sole discretion, from sponsoring a claim of the Subcontractor for resolution under the provisions of its prime contract with DOE. In the event that Jefferson Science Associates, LLC (JSA) so sponsors a claim at the request of the Subcontractor, the Subcontractor shall be bound by the decision of the cognizant DOE Contracting Officer to the same extent and in the same manner as JSA.

5. INDEMNIFICATION (MARCH 2007)

- A. The Subcontractor shall indemnify, defend, and hold harmless JSA and the Government, their officers, employees and agents from and against all losses and expenses (including costs of attorneys' fees) by reason of any liability that may be imposed by law upon JSA and/or the Government and/or the Subcontractor for any damages sustained by any person or persons on account of any bodily injury, including death at any time resulting there from, any personal injury, or any damage to property arising out of or resulting from the performance of this Subcontract, provided such are due to the negligence or willful acts or omissions of the Subcontractor or the Assigned Personnel.
- B. To the extent permitted by law, the Subcontractor hereby assumes all risk of liability, and shall indemnify, defend, and hold harmless JSA and/or the Government, their officers, employees and agents from and against all losses and expenses (including costs of attorneys' fees) by reason of any liability that may be imposed by law upon JSA and/or the Government and/or the Subcontractor, arising out of or resulting from the existence of a common-law employment relationship in connection with the performance of the services under this Subcontract.

6. RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL (JUNE 2006)

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

7. SUBCONTRACT MODIFICATION AUTHORITY (JUNE 2006)

Notwithstanding any other provisions of this subcontract, the Procurement Director or his designee shall be the only individual authorized to – (i) accept nonconforming work; (ii) waive any requirement of this subcontract; or modify any term or condition of this subcontract.

8. SENSITIVE FOREIGN NATIONS CONTROL-JSA SUPPLEMENT (JUNE 2006)

Pursuant with clause DEAR 952.204-71 Sensitive Foreign Nations Controls referenced herein, Subcontractors in all Jefferson Lab agreements and subcontracts requiring access to Jefferson Lab must provide valid government issued pictured identification for access to Jefferson Lab property. Subcontractors who receive JLab picture badges will certify their citizenship and place of birth status in writing. Non-U.S. citizens must provide USCIS (United States Citizenship and Immigration

Service) documents for verification. The JLab SOTR (Subcontracting Officer's Technical Representative) and JLab Subcontracting Officer may resolve questions of citizenship and employment.

9. RELEASE OF INFORMATION (JUNE 2006)

Information regarding this Subcontract or the undertaking or any data developed hereunder shall not be released, and the name of JSA, Thomas Jefferson National Accelerator Facility, or Jefferson Lab shall not be used in any publications, news releases, advertising, speeches, technical papers, photographs and other releases of information, without prior written approval from JSA.

10. DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA

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

- A. These "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. These "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. These "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

11. CERTIFICATE OF CONFORMANCE (JUNE 2006)

- A. When authorized in writing by the cognizant Subcontracting Officer, the Subcontractor shall ship with a Certificate of Conformance any supplies for which the subcontract would otherwise require inspection at source. In no case shall JSA's right to inspect supplies under the inspection provisions of this subcontract be prejudiced. Shipments of such supplies will not be made under this subcontract until use of the Certificate of Conformance has been authorized in writing by the Subcontracting Officer, or inspection and acceptance have occurred.
- B. The Subcontractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- C. JSA has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Subcontractor. The Subcontractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Subcontractor's expense.
- D. The certificate shall read as follows:

"I certify that on ____ (insert date), ____ (insert Subcontractor's name) furnished the supplies or services called for by Subcontract No. ____ via ____ (Carrier) on ____ (identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the subcontract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Title: _____

12. MARKING (JUNE 2006)

- A. Each package, report or other deliverable shall be accompanied by a letter or other document which:
- (1) Identifies the subcontract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement that required the delivered item(s)
 - (3) Indicates whether the Subcontractor considers the delivered item to be a partial or full satisfaction of the requirement
- B. For any package, report, or other deliverable being delivered to a party other than the Subcontracting Officer, a copy of the document required in (A) above shall be simultaneously provided to the office administering the subcontract, as identified in this Subcontract.

13. INSURANCE (JUNE 2006)

- A. Pursuant to clause FAR 52.228-7, Insurance-Liability to Third Persons, the Subcontractor shall, at its own expense, provide and maintain during the entire performance of this subcontract, at least the forms and minimum amounts of insurance required below, or elsewhere in the subcontract.

TYPE	AMOUNT
Worker's Compensation and Occupational Coverage in accordance with statutory limits.	Not less than \$100,000 each accident or disease
Commercial General Liability with minimum limits of:	\$2,000,000 general aggregate limit \$1,000,000 per occurrence. \$2,000,000 products and completed operations aggregate
Automobile Liability Insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all vehicles used in connection with performance of the subcontract.	Minimum Virginia Business Liability Requirements

- B. Subcontractor's policies shall include JSA and the DOE as additional insureds, and shall by appropriate language provide that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers of JSA and/or DOE and all rights of subrogation are waived.
- C. Before commencing work under this subcontract, the Subcontractor shall certify to the Subcontracting Officer that the required insurance has been obtained by arranging an original certificate of insurance to be provided to JLab by the carrier or broker. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting JSA's interest shall not be effective
 - (1) For such period as the laws of the State in which this subcontract is to be performed prescribe, or
 - (2) Until 30 days after the insurer or the Subcontractor gives written notice to the Subcontracting Officer, whichever period is longer.
- D. The Subcontractor shall insert the substance of this clause, including this paragraph (D), in lower tier subcontracts under this subcontract that require work on the Jefferson Lab installation; and shall require lower tier subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the subcontract. The Subcontractor shall maintain a copy of all lower tier subcontractors' proofs of required insurance, and shall make copies available to the Subcontracting Officer upon request.

14. PACKAGING (JUNE 2006)

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

15. USE OF RECYCLED GOODS (JUNE 2006)

- A. Unless otherwise specified in this Subcontract, all deliverables prepared and submitted under this subcontract shall be printed on post-consumer recycled paper.
- B. In other areas of work being performed under this subcontract the subcontractor shall incorporate the use of recycled/recovered materials to the maximum extent practicable.

16. PRINTING (DEC 2000)

- A. To the extent that duplicating or printing services may be required in the performance of this subcontract, the Subcontractor shall provide or secure such services in accordance with U.S. Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.
- B. The term "Printing" includes the following processes: composition, platemaking, presswork, binding, microform, publishing, or the end items produced by such processes. Provided, however, that performance of a requirement under this subcontract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.
- C. Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.

- D. In all subcontracts hereunder which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations), the Subcontractor shall include a provision substantially the same as this clause.

17. COST ACCOUNTING STANDARDS (CAS) LIABILITY [APPLICABLE TO SUBCONTRACTS EXCEEDING \$500,000]

Clause 20 below incorporates into these GENERAL PROVISIONS clauses entitled, "COST ACCOUNTING STANDARDS" and "ADMINISTRATION OF COST ACCOUNTING STANDARDS." Notwithstanding the provisions of these clauses, or of any other provision of the Subcontract, the Subcontractor shall be liable to the Government for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

18. ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) the SCHEDULE OF ARTICLES and Subcontract Signature Page; (b) the GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or Statement of Work.

19. CLAUSES INCORPORATED BY REFERENCE

Applicable for CPFF Subcontracts with Commercial Companies

The Jefferson Science Associates, LLC (JSA) has a prime contract with the U.S. Department of Energy (DE-AC05-06OR23177) that requires flow down of certain Federal Acquisition Regulation (FAR) and DOE Acquisition Regulation (DEAR) clauses. Accordingly, the following FAR's and agency FAR supplement clauses (DEAR's) referenced under Part I., below are incorporated herein by reference and made a part hereof with the same force and effect as if they were given in full text. The FAR and DEAR clauses are the versions in effect as of the date of the prime contract. Except as may be expressly otherwise provided below in each of such clauses the term, "Contractor" shall mean JSA's Subcontractor, and the term "Contract" shall mean "this Subcontract/Purchase Order". The term "Contracting Officer" shall mean JSA's "Subcontracting Officer" where the intent of the clause is to give direct contracting authority over JSA's [sub] contractor to authorize and direct changes, process claims, adjudicate disputes, authorize terminations, and conduct subcontract administration responsibilities to maintain the rights of the parties under the [sub] Contract; otherwise, the term shall mean the DOE Contracting Officer having responsibility over JSA's prime contract referenced above. The term "Government" shall mean "JSA" except in cases where the action or responsibility is an inherently US Government function that cannot be performed by JSA. Contact the JSA Procurement Department or JSA Subcontracting Officer for clarification of JSA required clauses.

The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

FAR 52.203-5 Covenant Against Contingent Fees (APR 1984) Applicable >\$100,000

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995) Applicable >\$100,000

FAR 52.203-7 Anti-Kickback Procedures (JUL 1995) >100,000

FAR 52.203-12-Limitations on Payments to Influence Certain Federal Transactions (SEP 2007)

FAR 52.207-4 Economic Purchase Quantity-Supplies (AUG 1987)

FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

FAR 52.211-5 Material Requirements (AUG 2000)

FAR 52.215-2 Audit and Records – Negotiation (JUN 1999)

FAR 52.216-7 Allowable Cost and Payment (DEC 2002). *As modified by Alternate II DEAR 952.216-7*

FAR 52.216-8 Fixed Fee (MAR 1997)

FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004) Applicable if > \$3,000

FAR 52.222-20 Walsh-Healey Public Contracts Act > (DEC 1996) Applicable if > \$10,000.

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

FAR 52.222-26 Equal Opportunity (APR 2002)

FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of The Vietnam Era, And Other Eligible Veterans (DEC 2001) Applicable if > \$25,000

FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)

FAR 52.222-37 Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001) Applicable If >\$25,000.

FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

FAR 52.225-1 Buy American Act - Supplies (JUN 2003) (Deviation)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)

FAR 52.227-1 Authorization and Consent (JUL 1995) Applicable if Subcontract Exceeds \$100,000 (Note: Alternative 1 is not applicable) (*See Subcontract Article XIV*)

FAR 52.227-3 Patent Indemnity (APR 1984)

FAR 52.227-14 Rights in Data – General (JUN 1987) (Note: This clause is modified in accordance with DEAR 927.409(a) and including Alternate V)

FAR 52.227-16 Additional Data Rights (JUN 1987)

FAR 52.228-7, Insurance-Liability to Third Persons (MAR 1996)

FAR 52.232-25-Prompt Payment (OCT 2003)

FAR 52.232-9 Limitation on Withholding of Payments (APR 1984)

FAR 52.232-20, Limitation of Cost (APR 1984)

FAR 52.232-22 Limitation of Funds (APR 1984)

FAR 52.237-2-Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

FAR 52.242-1-Notice of Intent to Disallow Costs (APR 1984)

FAR 52.242-15 Stop Work Order (AUG 1989) with Alternate 1 (APR 1984)

FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) (*with Alternate V*) [No Alternates if only supplies are furnished. Use Alternate 1 (APR 1984) for services when no supplies are furnished. Use Alternate II (APR 1984) for services when supplies are also furnished.]

FAR 52.244-2 Subcontracts (AUG 1998) with Alternate 1 (JAN 2006). Insert in paragraph (e): Any subcontract or purchase order for other than “commercial items” exceeding the Simplified acquisition threshold (‘Commercial Item’ has the meaning contained at FAR 52.202-1, Definitions).”

FAR 52.244-6 Subcontracts for Commercial Items (FEB 2006)

FAR 52.244-5-Competition in Contracting (DEC 1996)

FAR 52.245-1 Government Property (JUN 2007)

FAR 52.245-9 Use and Charges (JUN 2007)

FAR 52.247-34 F.O.B. – Destination (Nov 1991) -Applicable unless the FAR clause 52.247-29 F.O.B. Origin, listed below, is checked “☒”

FAR 52.247-63 Preference for U.S. Flag Carriers (JUN 2003) Applies if the Subcontract involves international air transportation

FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)

FAR 52.249-6 Termination Cost Reimbursement (MAY 2004)

FAR 52.249-14-Excusable Delay (APR 1984)

DEAR 952.204-71 Sensitive Foreign Nations Controls (APR 1994)

DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997) Applicable if >\$500,000

DEAR 952.227-8 Rights to Proposal Data (APR 1994)

DEAR 952.227-13 Patent rights-acquisition by the Government (SEP 1997) [Not applicable if DEAR 952.227-11 box marked “☒” applicable]

DEAR 952.247-70 Foreign Travel (DEC 2000)

DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002) Applicable if >\$100,000

DEAR 970.5227-8 Refund of Royalties (AUG 2002) (Applicable in subcontracts at any tier if royalties exceed \$250)

DEAR 970.5232-3 Accounts, Records, and Inspection (DEC 2000)

FAR CLAUSES INCORPORATED BY REFERENCE (APPLICABLE ONLY IF BOX MARKED “☒”)

☐ FAR 52.227-19 Commercial Computer Software (DEC 2007)

☐ FAR 52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)

☐ FAR 52.208-8 Required Sources for Helium and Helium Usage Data (APR 2002)

☐ FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997), if cost or pricing data is required

☐ FAR 52.215-11 Pricing Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)

☐ FAR 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997) May apply if award is > \$650,000

☐ FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997) May apply if award is > \$650,000

☐ FAR 52.215-16-Facilities Capital Cost of Money (JUN 2003)

☐ FAR 52.215-17-Waiver of facilities Capital Cost of Money (OCT 1997)

- ☐ FAR 52.216-15 Predetermined Indirect Cost Rates (APR 1998)
- ☐ FAR 52.217-2 Cancellation under multiyear Contracts (OCT 1997)
- ☐ FAR 52.219-9 Small Business Subcontracting Plan (JUL 2005) Applicable if >\$500,000
- ☐ FAR 52.219-14-Limitations on Subcontracting (DEC 1996)
- ☐ FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- ☐ FAR 52.223-7 Notice of Radioactive Materials (JAN 1997)
- ☐ FAR 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- ☐ FAR 52.224-2 Privacy Act (APR 1984)
- ☐ FAR 52.228-7-Insurance-Liability to Third Persons (MAR 1996)
- ☐ FAR 52.230-2 Cost Accounting Standards – Cost Accounting Standards (APR 1998) unless Subcontractor certifies that it is eligible for and elects to use modified CAS coverage.
- ☐ FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998), if the Subcontractor certifies that it is eligible for and elects to use modified CAS-coverage.
- ☐ FAR 52.230-6 Administration of Cost Accounting Standards (APR 2005)
- ☐ FAR 52.246-3-Inspection of Supplies-Cost Reimbursement (MAR 2001)
- ☐ FAR 52.246-5-Inspection of Services-Cost Reimbursement (APR 1984)
- ☐ FAR 52.246-8 Inspection of Research and Development – Cost Reimbursement (MAY 2001)
- ☐ FAR 52.246-23 Limitation of Liability (FEB 1997) [use for low value items]
- ☐ FAR 52.246-24 Limitation of Liability-High Value Items (FEB 1997)
- ☐ FAR 52.246-25-Limitation of Liability-Services (FEB 1997)
- ☐ FAR 52.247-29 F.O.B. Origin (FEB 2006)
- ☐ DEAR 952.217-70 Acquisition of Real Property (APR 1984)
- ☐ DEAR 952.227-11 Patent Rights-Retention by the Contractor (Short Form) (FEB 1995)
- ☐ DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (OCT 2005)
- ☐ DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)