Mission Support and Test Services

Exhibit C – Fixed Price Commercial Supplies and Services Subcontract General Conditions

Rev. 3, July 23, 2026

Table of Contents

C-1 ACCEPTANCE OF TERMS AND CONDITIONS (Ts&Cs) 4
C-2 DEFINITIONS 4
C-3 MERGER, INTEGRATION, AND ORDER OF PRECEDENCE 5
C-4 INDEPENDENT CONTRACTOR 5
C-5 CONTRACTOR'S AUTHORIZED REPRESENTATIVES 6
C-6 SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE 6
C-7 INSPECTION/ACCEPTANCE 7
C-8 NOTIFICATION OF CHANGES 7
C-9 CONTRACTOR'S RIGHT TO ORDER CHANGES 9
C-10 EXCUSABLE DELAY 10
C-11 TERMS OF PAYMENT AND INVOICES 10
C-12 PAYMENT AND OVERPAYMENT 11
C-13 FINAL PAYMENT AND RELEASE OF CLAIMS (REQUIRED FOR SUBCONTRACTS OVER $250,000) 11
C-14 RISK OF LOSS 12
C-15 TAXES 12
C-16 TERMINATION 12
C-17 HOLD HARMLESS AND INSURANCE 13
C-18 TITLE 13
C-19 WARRANTY 13
C-20 COMPLIANCE WITH LAWS AND REGULATIONS, ETC. 13
C-21 UNAUTHORIZED OBLIGATIONS 13
C-22 DISPUTE RESOLUTION AND CHOICE OF LAW 14
C-23 NEW MATERIAL 17
C-24 SUSPENSION 17
C-25 INSURANCE, TAXES, AND CONTRIBUTIONS 18
C-26 COMPLIANCE WITH NNSS WORK RULES 18
C-27 CONFIDENTIALITY OF INFORMATION 18

C-28 PUBLICITY AND ADVERTISING 19
C-29 INDEMNITY 19
C-30 ASSIGNMENT 20
C-31 NON-WAIVER 20
C-32 SUSPECT/COUNTERFEIT ITEMS OR COMPONENTS 20
C-33 BANKRUPTCY 22
C-34 REPORTING FRAUD, WASTE, ABUSE OR OTHER CONCERNS; COOPERATION WITH INVESTIGATIONS 22
C-35 STOP WORK IN EVENT OF IMMINENT DANGER 23
C-36 DISCLOSING USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS) 23
C-37 SOFTWARE, SERVICES AND INFORMATION SYSTEMS SECURITY ASSURANCE 24
C-38 EXTRAS AND VARIATION IN QUANTITY 24
C-39 TRANSPORTATION 24
C-40 OFFICIAL USE ONLY (OUO) DOCUMENTS/INFORMATION 24
C-41 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) 25
C-42 SEVERABILITY 25
C-43 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS 25
C-44 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022) 26
C-45 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022) 27
C-46 GOVERNMENT FLOW DOWNS 29
C-47 APPLICABLE REGARDLESS OF DOLLAR AMOUNT OF THE SUBCONTRACT PRICE, UNLESS OTHERWISE NOTED 29
C-48 APPLICABLE TO SUBCONTRACTS OVER $2,500 33
C-49 APPLICABLE TO SUBCONTRACTS OVER $3,500 33
C-50 APPLICABLE TO SUBCONTRACTS OVER MICRO-PURCHASE THRESHOLD 34
C-51 APPLICABLE TO SUBCONTRACTS OVER $35,000 35
C-52 APPLICABLE TO SUBCONTRACTS OVER $40,000 35
C-53 APPLICABLE TO SUBCOTNRACTS OVER $150,000 35
C-54 APPLICABLE TO SUBCONTRACTS OVER $250,000 36
C-55 APPLICABLE TO SUBCONTRACT OVER 6,000,000 37
C-56 APPLICABLE TO SUBCOTNRACTS WHEN PERFORMANCE INVOLVES SPECIAL ITEMS AND SERVICES 37
C-57 APPLICABLE TO SUBCONTRACTS AS STATED IN THE SPECIAL APPLICABLE INSTRUCTIONS 37

C-58 APPLICABLE TO SUBCONTRACTS FOR SERVICES ON A GOVERNMENT FACILITY SITE OR USING GOVERNMENT INFORMATION SYSTEMS 40

C-59 APPLICABLE TO SUBCONTRACTS IF THE SCOPE OF WORK REQUIRES THE DESIGN/RE-DESIGN, DEVELOPMENT, OR OPERATION OF A SYSTEM OF RECORDS ON INDIVIDUALS THAT IS SUBJECT TO THE PRIVACY ACT OF 1974 41

C-1 ACCEPTANCE OF TERMS AND CONDITIONS (Ts&Cs)

SUBCONTRACTOR, by entering into this Subcontract and/or delivering items or services ordered under this Subcontract, agrees to comply with all the Subcontract Terms and Conditions (Ts&Cs), including all parts of this Subcontract and all documents, information, policies, laws, regulations, and clauses incorporated by reference herein. CONTRACTOR hereby objects to, and does not accept, any Ts&Cs contained in any acknowledgment of this Subcontract that are different from or in addition to those in the Subcontract Documents (as defined herein). SUBCONTRACTOR hereby agrees that any different or additional Ts&Cs shall be null and void and of none effect unless expressly accepted by the Procurement Specialist via a formal written modification to this Subcontract.

C-2 DEFINITIONS

(a) The definitions prescribed in FAR clause 52.202-1, Definitions (JUN 2020), as modified by DEAR 952.202-1, apply to this Subcontract except where a term is defined differently in the Subcontract or where the context clearly manifests a different meaning.

(b) The following definitions also apply to this Subcontract in addition to any other definitions provided elsewhere in this Subcontract:

(1) "Government" means the United States Department of Energy (including the National Nuclear Security Administration) and the United States Government generally.

(2) "CONTRACTOR" means MISSION SUPPORT AND TEST SERVICES, LLC (MSTS), a limited liability company, which manages and operates the Nevada National Security Sites (NNSS) pursuant to Contract No. DE-NA0003624 between the U.S. Department of Energy (DOE) / National Nuclear Security Administration (NNSA) and MSTS. In addition, Contractor also means all of its authorized representatives acting in their professional capacities, (i.e., Procurement Representative, Procurement Specialist, etc.).

(3) "SUBCONTRACTOR" means the company, corporation, partnership, individual or other entity to which this Subcontract is issued, its authorized representatives, successors, and permitted assignees.

(4) "Work" means all activities required by the Subcontract Documents to be performed by SUBCONTRACTOR.

(5) "Site" means the CONTRACTOR'S or Government's location(s) at which or for which the Work will be performed.

(6) "Procurement Specialist" means the official designated by the CONTRACTOR as the official responsible for administering the Subcontract on behalf of the CONTRACTOR.

(7) "Subcontract Documents" means the Subcontract Agreement Form and all documents listed therein or otherwise incorporated by reference.

(8) "Subcontract Schedule" means the time period set forth for performance and completion of the Work under this Subcontract.

(9) "STR" means Subcontract Technical Representative

C-3 MERGER, INTEGRATION, AND ORDER OF PRECEDENCE

The Subcontract Agreement Form, all documents listed therein, and subsequently issued Change Notices and Subcontract modifications are all essential parts of this Subcontract, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, errors or omissions the following order of precedence shall be used:

1. Subcontract/Purchase Order
2. Exhibit C – General Conditions
3. Exhibit E – Environmental, Safety, and Health Requirements
4. Exhibit F – Security Requirements
5. Exhibit B – Statement of Work
6. Exhibit G – Task Order

The documents listed above, along with any subsequently issued Change Notices and/or Subcontract modifications, comprise the entire Subcontract, which contains the entire agreement between the Parties and supersedes any and all prior agreements, understandings, representations, and statements between the Parties, whether oral or written. The Parties are entering into this Subcontract based solely on the representations and warranties herein and not based on any promises, representations, and/or warranties not found herein. The parties shall not be bound by, or be liable for, any statement, representation, promise, inducement or understanding not set forth herein.

No modification, waiver, amendment, discharge, or change to this Subcontract shall be valid unless the same is in writing and executed by the Procurement Specialist.

C-4 INDEPENDENT CONTRACTOR

(a) SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, insured, equipped, organized, legally authorized, and financed to provide the services and meet its obligations under this Subcontract.

(b) The relationship between the parties is that of independent contractors. Nothing in this Subcontract creates a partnership or joint venture between the parties, and, except as otherwise expressly provided herein, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of the other party, or pledge the credit of, or otherwise bind or obligate the other party.

(c) It is understood and agreed that the individuals furnished or utilized by SUBCONTRACTOR to perform work under this Subcontract, including employees and independent contractors of SUBCONTRACTOR, whether at CONTRACTOR facilities, SUBCONTRACTOR facilities, or elsewhere, shall be considered personnel of SUBCONTRACTOR at all times. SUBCONTRACTOR is solely

responsible for the compensation and proper treatment of its personnel. SUBCONTRACTOR hereby agrees to comply with all federal, state, and local laws and regulations relating to its personnel, including laws and regulations relating to classification of personnel, treatment of personnel, compensation, safety, security, employee benefits, contributions, payroll deductions, etc.

C-5 CONTRACTOR'S AUTHORIZED REPRESENTATIVES

(a) The CONTRACTOR will designate a Procurement Specialist who will be responsible for administering the Subcontract Terms and Conditions and who shall act as the CONTRACTOR's authorized representative. Additionally, all correspondence shall be issued and received by the designed Procurement Specialist. The only individual authorized to legally bind the CONTRACTOR and/or to extend, terminate, or modify this Subcontractor, or to deviate from, or waive, any of the terms or requirements herein, is the cognizant Procurement Specialist.

(b) The CONTRACTOR will designate a Subcontract Technical Representative (STR) who is authorized to provide technical direction relating to the performance of the Subcontract. Technical direction must be within the scope of work stated in the SUBCONTRACT (or Order as applicable). The STR is authorized to direct the SUBCONTRACTOR only in the following ways:

(1) Filling in technical details or shifting work emphasis between work areas.

(2) Providing information to the SUBCONTRACTOR that assists in interpreting drawings, specifications, or technical portions of the work description; or

(3) Reviewing and approving, technical reports, drawings, specifications, and technical information to be delivered by the SUBCONTRACTOR.

(c) The STR does not have authority to, and may not, assign additional work outside the Statement of Work or applicable Order; change any contractual terms and conditions or any other contractual requirements whatsoever; provide direction that causes an increase or decrease in the estimated cost/price, including a Not To Exceed (NTE) price, specified in the Subcontract or applicable Order or which increases the time required to complete performance.

(d) The SUBCONTRACTOR shall proceed promptly with all directions duly issued by the STR in accordance with this clause. In the event the STR issues direction, which he/she may not be authorized to issue pursuant to this clause, the SUBCONTRACTOR shall immediately contact the Procurement Specialist for resolution before proceeding with the work. Additionally, should the SUBCONTRACTOR and STR disagree over the technical requirements of the Subcontract; such matters will be immediately referred to the CONTRACTOR'S Procurement Specialist for resolution.

C-6 SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE

Prior to commencing work, SUBCONTRACTOR shall designate in writing an authorized representative, acceptable to CONTRACTOR, to represent and act for SUBCONTRACTOR and shall specify any and all limitations of such representative's authority. Such representative shall be present or be represented at

the Site of Work at all times when Work is in progress and shall be empowered to receive communications in accordance with this Subcontract on behalf of SUBCONTRACTOR. During periods when the Work is suspended, arrangements shall be made for an authorized representative, acceptable to CONTRACTOR, for any emergency work that may be required. Notification of changes of authorized representatives for either CONTRACTOR or SUBCONTRACTOR shall be provided ten-calendar (10) days in advance by written notification to the other party.

C-7 INSPECTION/ACCEPTANCE

SUBCONTRACTOR shall only tender for acceptance those items or services that conform to the requirements of this Subcontract. CONTRACTOR reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CONTRACTOR may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or
re-performance will not correct the defects or is not possible. CONTRACTOR may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.
CONTRACTOR must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item or service, unless the change is due to a defect in the item or service.

C-8 NOTIFICATION OF CHANGES

(a) Notification. The primary purpose of this clause is to obtain prompt reporting of Contractor conduct that the Subcontractor considers to constitute a change to this Subcontract. Except for changes identified as such in writing and signed by the Contractor, the Subcontractor shall notify the Procurement Specialist in writing within 15 calendar days from the date that the Subcontractor identifies any Contractor conduct (including actions, inactions, and written or oral communications) that the Subcontractor regards as a change to the Subcontract terms and conditions. On the basis of the most accurate information available to the Subcontractor, the notice shall state-
(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Contractor employee and Subcontractor employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of Subcontract performance for which the Subcontractor may seek an

equitable adjustment under this clause, including:

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Subcontractor's estimate of the time by which the Contractor should respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(a) Continued performance. Following submission of the notice required by paragraph (a) of this clause, the Subcontractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions.

(b) Contractor response. The Contractor shall, within thirty (60) calendar days after receipt of notice, or longer as may be advised by the Contractor in writing, respond to the notice in writing. In responding, the Contractor shall either:

(1) Confirm that the conduct of which the Subcontractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Subcontractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Subcontractor's notice information is inadequate to make a decision under paragraphs (c)(1), (2), or (3) of this clause, advise the Subcontractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Contractor will respond.

(c) Equitable adjustments.

(1) If the Contractor confirms that Contractor effected a change as alleged by the Subcontractor, and the conduct causes an increase or decrease in the Subcontractor's cost of, or the time required for, performance of any part of the

work under this Subcontract, whether changed or not changed by such conduct, an equitable adjustment shall be made:

(i) In the Subcontract price or delivery schedule or both; and

(ii) In such other provisions of the Subcontract as may be affected.

(2) The Subcontract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Contractor is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Subcontractor in attempting to comply with the defective drawings, designs or specifications before the Subcontractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contractor under this clause is included in the equitable adjustment, the Contractor shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Subcontractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (a) and (b) of this clause.

C-9 CONTRACTOR'S RIGHT TO ORDER CHANGES

A. The Contractor may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:

1. Description of services to be performed.
2. Time of performance (i.e., hours of the day, days of the week, etc.).
3. Place of performance of the services.
4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
5. Method of shipment or packing of supplies.
6. Place of delivery.
7. Amount of Government-furnished property.

B. If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this subcontract, whether or not changed by the order, or otherwise affects any other terms and conditions of this subcontract, the Contractor will make an equitable adjustment in any one or more of the following and will modify the subcontract accordingly:

1. Ceiling price.
2. Hourly rates.
3. Delivery schedule.

4. Other affected terms.

C. The Subcontractor shall assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contractor decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the subcontract.

D. Failure to agree to any adjustment will be a dispute subject to resolution under the Claims and Disputes clause of this Subcontract. However, neither the existence of a dispute nothing nor anything in this clause excuses the Subcontractor from proceeding with the Subcontract as changed.

C-10 EXCUSABLE DELAY

SUBCONTRACTOR shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of SUBCONTRACTOR and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. SUBCONTRACTOR shall notify the Procurement Specialist in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Procurement Specialist of the cessation of such occurrence.

C-11 TERMS OF PAYMENT AND INVOICES

Electronic funds transfer is the preferred method of payment used by MSTS. To take advantage of this expedited payment process, complete form FRM-0870. The form can be found at: www.nnss.gov/frm0870.

Unless otherwise provided, terms of payment shall be net 30 days from the later of (1) receipt of SUBCONTRACTOR's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that SUBCONTRACTOR indicates. Payments may be made either by check or electronic funds transfer.

To expedite payment, e-mail all invoices directly to the MSTS Accounts Payable Department at apinvprd@nv.doe.gov. Invoice images are accepted only in PDF and TIF format with each invoice to be submitted separately. This e-mail address is to be used for invoices only, not for Statements and Billing Slips.

SUBCONTRACTOR shall submit all billings, including the final billing, detailed by Subcontract Line Item Number on the original invoice to:

Mission Support and Test Services, LLC
P.O. Box 98521, M/S NSF025
Las Vegas, NV 89193-8521
Attention: Accounts Payable
Reference: Subcontract No. TBD

C-12 PAYMENT AND OVERPAYMENT

(a) Payment shall be made for conforming items or services accepted by CONTRACTOR that have been delivered to the delivery destinations set forth in this Subcontract.

(b) CONTRACTOR will make payment in accordance with the terms specified elsewhere in this Subcontract.

(c) In connection with any discount offered for early payment, time shall be computed from the date the invoice is received. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.

(d) SUBCONTRACTOR hereby acknowledges and agrees that any amount paid to SUBCONTRACTOR in excess of amounts actually due to SUBCONTRACTOR in accordance with the terms and conditions of this Subcontract constitute an overpayment and a debt to the CONTRACTOR and/or to the Government. SUBCONTRACTOR agrees to repay CONTRACTOR or the Government, as directed by the Procurement Specialist, all such amounts promptly, but no later than thirty calendar days after discovery of the overpayment or thirty days after the CONTRACTOR issues a demand for repayment, whichever is first. Any overpayments, or portions thereof, not paid within thirty days from the date of a demand for payment issued by the CONTRACTOR or by the Government will bear interest. Interest shall be computed from the date of the demand for payment until repayment by the SUBCONTRACTOR. 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, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(e) SUBCONTRACTOR hereby agrees and consents that if SUBCONTRACTOR fails to repay any overpayment within thirty calendar days of a demand for payment issued by the CONTRACTOR or by the Government, the CONTRACTOR or the Government may pursue any remedies and procedures prescribed in FAR Subpart 32.6 or otherwise available to the CONTRACTOR under state or federal laws or under this Subcontract to collect the debt, including offsetting the past due amount against amounts otherwise due and payable to SUBCONTRACTOR under this Subcontract or under other subcontracts or federal prime contracts.

C-13 FINAL PAYMENT AND RELEASE OF CLAIMS (REQUIRED FOR SUBCONTRACTS OVER $250,000)

The SUBCONTRACTOR, and each assignee under an assignment entered into under this Subcontract and in effect at the time of final payment under this Subcontract, shall execute and deliver, at the time of and as a condition precedent to final payment under this Subcontract, a release on a form provided by the Procurement Specialist discharging and releasing the CONTRACTOR, its customers, the Government, and their officers, agents, employees, successors, and affiliates of and from all liabilities, obligations, and claims arising out of or under this Subcontract, except specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the SUBCONTRACTOR. A

release of claims shall also be provided for any final payment to be made under a task or delivery order, or similar ordering document issued under this Subcontract (if applicable).

C-14 RISK OF LOSS

Unless this Subcontract specifically provides otherwise, risk of loss or damage to the supplies provided under this Subcontract shall remain with the SUBCONTRACTOR until, and shall pass to the CONTRACTOR upon:

(a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(b) Delivery of the supplies to the Government at the destination specified in the Subcontract, if transportation is F.O.B. destination.

C-15 TAXES

The Subcontract price includes all applicable Federal, State, and local taxes and duties. No adjustment to price shall be made to compensate SUBCONTRACTOR for any changes in tax rates or for new taxes.

C-16 TERMINATION

(a) CONTRACTOR has the unilateral right to terminate this Subcontract, or any part hereof, for its convenience. In the event of such termination, SUBCONTRACTOR shall immediately stop all work here under and shall immediately cause any and all of its suppliers and lower-tier subcontractors to cease work. Subject to the terms of this Subcontract, SUBCONTRACTOR shall be paid a percentage of the Subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges which SUBCONTRACTOR can demonstrate to the satisfaction of CONTRACTOR using its standard record keeping system, have resulted from the termination. SUBCONTRACTOR shall not be required to comply with the cost accounting standards. This paragraph does not give CONTRACTOR any right to audit the Subcontractor's records. SUBCONTRACTOR shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(b) *CONTRACTOR* may terminate this Subcontract, or any part hereof, for cause in the event of any default by SUBCONTRACTOR, or if SUBCONTRACTOR fails to comply with any Subcontract terms and conditions, or fails to provide CONTRACTOR, upon request, with adequate assurances of future performance. In the event of termination for cause, CONTRACTOR shall not be liable to SUBCONTRACTOR for any amount for supplies or services not accepted, and SUBCONTRACTOR shall be liable to CONTRACTOR for any and all rights and remedies provided by law. If it is determined in accordance with the Disputes Clause that CONTRACTOR improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

C-17 HOLD HARMLESS AND INSURANCE

(a) This Subcontract is written with the full understanding that the SUBCONTRACTOR holds harmless the CONTRACTOR, and the Government against any accident or injury, while working at any of the National Nuclear Security Administration facilities.

(b) In addition to any other insurance requirements specified elsewhere in this Subcontract, the SUBCONTRACTOR shall maintain all insurance, which is required by federal or state laws or regulations in the state(s) where the SUBCONTRACTOR will perform this Subcontract.

C-18 TITLE

Unless specified elsewhere in this Subcontract, title to items furnished under this Subcontract shall pass to the CONTRACTOR upon acceptance, regardless of when or where the CONTRACTOR takes physical possession.

C-19 WARRANTY

In addition to any other warranties specified elsewhere in this Subcontract, and in addition to any standard commercial warranties which SUBCONTRACTOR offers to the public for the products or services delivered hereunder, SUBCONTRACTOR warrants and implies that the products or services delivered hereunder are merchantable and fit for use for the particular purpose for which they are procured under this Purchase Order or Subcontract.

C-20 COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

SUBCONTRACTOR shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Purchase Order or Subcontract.

C-21 UNAUTHORIZED OBLIGATIONS

If any products or services delivered under this Subcontract are subject to any End User License Agreement (EULA), Terms of Service (TOS), similar legal instrument or agreement, or any other applicable terms and conditions, which include any clause requiring CONTRACTOR to indemnify SUBCONTRACTOR or any person or entity for damages, costs, fees, or any other loss or liability whatsoever, the following shall govern:

(1) Any such clause is unenforceable against CONTRACTOR and/or Government or any authorized end user.

(2) Neither CONTRACTOR, the Government, nor any authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, similar legal instrument or agreement, or other applicable terms and conditions. If the EULA, TOS, similar legal instrument or agreement, or other applicable terms and conditions, is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements),

execution does not bind CONTRACTOR, the Government, or any authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, similar legal instrument or agreement, or other applicable terms and conditions.

C-22 DISPUTE RESOLUTION AND CHOICE OF LAW

(a) *Definitions*. For purposes of this clause:

"Board" means the Civilian Board of Contract Appeals or such successor Board as may be established by law.

"Arbitration decision" means a decision of the Board, or another mutually agreed upon arbitrator in the event that the Board is not available, in an arbitration action pursuant to this clause.

"Claim" means a written demand or written assertion by either contracting party seeking as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of a Subcontract term, or other relief arising under, or relating to, this Subcontract. A voucher, invoice, or other request for payment or equitable adjustment under the terms of the Subcontract that is not in dispute when submitted is not a claim. The SUBCONTRACTOR may convert such submission into a claim if it is disputed either as to liability or amount, or is not acted upon in a reasonable time, by demanding a decision by the Procurement Specialist.

"Counterclaim" means a claim asserted in a pleading filed with the Board in an arbitration proceeding pursuant to this clause, which arises from the same occurrence, or transaction that is the subject matter of the opposing party's claim. Counterclaims do not need to be submitted to the Procurement Specialist for decision.

(b) *Nature of the Subcontract*. This Subcontract is not a Government contract and, therefore, is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613). SUBCONTRACTOR acknowledges that GOVERNMENT is not a party to the Subcontract, and, for purposes of the Subcontract, CONTRACTOR is not an agent of the Government. Consequently, the provision for arbitration by the Board, as provided for in this clause, does not create or imply the existence of privity of contract between SUBCONTRACTOR and GOVERNMENT.

(c) *Scope of Clause*. The rights and procedures set forth in this clause are the exclusive rights and procedures for resolution of all claims and disputes arising under, or relating to, this Subcontract, and no action based upon any claim or dispute arising under, or relating to, this Subcontract shall be brought in any court except as provided in this clause. The Parties shall be bound by any arbitration decision rendered pursuant to this clause, which shall be vacated, modified, or corrected only as provided in the Federal Arbitration Act (9 U.S.C. §§1-16). An arbitration decision may only be enforced in any court of competent jurisdiction in the state of Nevada.

(d) *Filing a Claim/Procurement Specialist's Decision.*

(1) Unless otherwise provided in this Subcontract, SUBCONTRACTOR must file any claim against CONTRACTOR within one (1) year after SUBCONTRACTOR knew or should have known the facts giving rise to the claim. Failure to file a claim within the period prescribed by this paragraph shall constitute a waiver of SUBCONTRACTOR'S claim in its entirety and SUBCONTRACTOR shall THEREBY release the CONTRACTOR of any such claim.

(2) SUBCONTRACTOR shall submit any claim in writing to the Procurement Specialist who shall issue a decision on the matter within 60 days of receipt of the claim (unless additional time is required to a render a decision, in which case the Procurement Specialist shall notify the SUBCONTRACTOR of the amount of additional time needed). If the Procurement Specialist fails to issue a decision within 60 days (or within the amount of time specified in the notification provided by the Procurement Specialist), the SUBCONTRACTOR'S claim shall be deemed denied, and the SUBCONTRACTOR may request mediation or demand arbitration as provided in paragraphs (e) and (f) of this clause.

(3) CONTRACTOR may, at any time prior to final payment under the Subcontract or expiration of any warranty period, or within one (1) year of learning of facts or circumstances giving rise to a claim if after final payment or the expiration of the warranty period, whichever is later, file a claim against SUBCONTRACTOR by issuing a written decision by the Procurement Specialist asserting such a claim.

(4) The decision of the Procurement Specialist shall be final and conclusive unless SUBCONTRACTOR requests mediation or demands arbitration in accordance with the terms of this clause. If SUBCONTRACTOR does not request mediation or demand arbitration within the time limits provided within this clause, the decision of the Procurement Specialist shall be binding and final with the same force and effect as a binding judgement or arbitration decision, and may be strictly enforced by any court of competent jurisdiction or by any other means available to CONTRACTOR under applicable state or federal law.

(e) *Request for Mediation*.

(1) If the decision of the Procurement Specialist is not satisfactory to the SUBCONTRACTOR, or the Procurement Specialist has failed to timely issue a decision in accordance with subparagraph (d) 2) of this provision, and SUBCONTRACTOR desires to pursue further action, SUBCONTRACTOR may request that the matter be scheduled for mediation. The request for mediation must be made within 45 days after receipt of the Procurement Specialist's decision.

(2) If the Procurement Specialist believes that mediation of the dispute is likely to lead to a satisfactory resolution, he or she will so inform SUBCONTRACTOR and the matter will be scheduled for mediation. The Parties will agree on the format of the mediation and will jointly select the mediator. The cost of the mediator and related expenses shall be divided evenly between the parties. Each Party shall bear its own attorneys' fees and any other related costs.

(3) If the Procurement Specialist decides that mediation is not likely to lead to a satisfactory

resolution of the claim, or that a mediation undertaken pursuant to this clause has been unsuccessful, he or she will so inform SUBCONTRACTOR in writing.

(f) *Demand for Arbitration*. If the decision of the Procurement Specialist is not satisfactory to SUBCONTRACTOR, or if SUBCONTRACTOR'S request for mediation has been denied, or a mediation undertaken pursuant to paragraph (e) of this clause has been unsuccessful, or the Procurement Specialist has failed to timely issue a decision in accordance with subparagraph(d) (2) of this clause, and SUBCONTRACTOR desires to pursue further action, SUBCONTRACTOR must submit to the Board a written demand for arbitration of the claim within 45 days after receipt of the Procurement Specialist's decision, or within 45 days after the Procurement Specialist notifies SUBCONTRACTOR that its request for mediation has been denied or that the mediation undertaken pursuant to paragraph (e) has been unsuccessful, whichever is later.

(g) *Arbitration Procedures/Costs*. The Board shall arbitrate the claim and any counterclaims in accordance with the Rules of the Board. All claims for $100,000 or less shall be arbitrated under the Board's Small Claims (Expedited) Procedure. All other claims, regardless of dollar amount, shall be arbitrated under the Board's Accelerated Procedure. Both Parties shall be afforded an opportunity to be heard and to present evidence in accordance with the Rules of the Board. Unless the Board orders otherwise, each Party shall pay its own costs of prosecuting or defending an arbitration before the Board, and the costs of the arbitration services shall be divided evenly between the Parties.

(h) *Unavailability of the Board.* In the event the Board is unavailable to arbitrate the claim, the Subcontractor may file a demand for arbitration with the Procurement Specialist within 45 days of learning that the Board is unavailable. The Parties shall then select an arbitrator by mutual agreement. At a minimum, the arbitrator shall have extensive experience and expertise in Federal Government contracts law. Each Party shall pay its own costs of prosecuting or defending the arbitration and the costs of the arbitration services shall be divided evenly between the Parties.

(i) *Review and Effect of Arbitration Decision*. An arbitration decision shall be final and conclusive unless a party files a timely action to vacate, modify, or correct the decision pursuant to the Federal Arbitration Act. A final arbitration decision shall be binding and may be enforced in any court of competent jurisdiction in the State of Nevada or by any other means available under federal or state law.

(j) *Subcontractor Performance Pending Claim Resolution*. SUBCONTRACTOR shall proceed diligently with performance of the Subcontract and shall comply with any decision of the Procurement Specialist pending final resolution of any claim or dispute arising under, or relating to, the Subcontract.

(k) *Choice of Law*. The Subcontract shall be governed by federal law, excluding conflicts of laws rules, as provided in this paragraph. Irrespective of the place of award, execution, or performance, the Subcontract shall be construed and interpreted, and its validity determined, according to the federal common law of government contracts as enunciated and applied to prime government contracts by the federal boards of contract appeals and federal courts having appellate jurisdiction over their decisions rendered pursuant to the Contract Disputes Act of 1978. The Federal Arbitration Act, other federal statutes, and federal rules shall govern as applicable. To the extent that federal common law of government contracts is not dispositive, the laws of the State of

Nevada shall apply.

(l) *Interest*. Interest on amounts adjudicated due and unpaid by a party shall be paid from the date the complaining party files a demand for arbitration with the Board. Interest on claims shall be paid at the rate established by the Secretary of the Treasury of the United States pursuant to Public Law 92-41 (85 Stat. 97).

C-23 NEW MATERIAL

Unless otherwise specified in the subcontract, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This doesn't exclude the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

C-24 SUSPENSION

(a) CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this Subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue Work to the extent specified in the notice; continue to protect and maintain the Work; and take any other steps to minimize costs associated with such suspension. Promptly after receipt of a notice of suspension, SUBCONTRACTOR shall confer with CONTRACTOR to reach agreement on what steps CONTRACTOR will take to protect the Work, retain staff on standby if appropriate, and maintain the ability to re-start. Upon receipt of a notice to resume suspended Work, SUBCONTRACTOR shall immediately resume performance to the extent specified in the notice.

(b) To the extent the suspension causes an increase in the SUBCONTRACTOR'S costs, the SUBCONTRACTOR may request an equitable adjustment. As full compensation for such suspension, the equitable adjustment will provide for the reimbursement of only the following costs, to the extent such costs directly result from such suspension and are consistent with SUBCONTRACTOR'S obligation to minimize such costs:

(1) A standby charge, to be paid during the period of suspension, sufficient to compensate SUBCONTRACTOR for keeping its personnel, and equipment committed on a standby basis, as authorized by the Procurement Specialist, and

(2) All reasonable and necessary costs, demobilization, and remobilization of SUBCONTRACTOR'S personnel and equipment and the protection of that portion of the Work on which performance has been suspended.

(c) An equitable adjustment to the schedule or completion date may also be made if requested.

(d) The SUBCONTRACTOR must assert its claim for an equitable adjustment under this clause within 20 calendar days of the suspension and failure to do so will constitute a waiver of any such claim for equitable adjustment under this Subcontract. Equitable Adjustments shall be made based only on the actual or estimated cost and or/schedule impact as demonstrated by adequate supporting documentation provided by the SUBCONTRACTOR. This clause applies to the Subcontract as well as to all task orders, delivery orders, work releases, task assignments, purchase order releases, and all other similar tasking documents which may be issued under this Subcontract (if any). Only the

Procurement Specialist has the authority to agree to an equitable adjustment.

C-25 INSURANCE, TAXES, AND CONTRIBUTIONS

(a) The Subcontract price includes all applicable Federal, State, and local taxes and duties and tariffs, except for sales and use tax which may be charged separately at the time of invoicing. No adjustment to price shall be made to compensate SUBCONTRACTOR for any changes in tax rates or for new taxes.

(b) SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work under this Subcontract and shall make any and all payroll deductions required by law and hereby indemnifies and holds harmless CONTRACTOR and Government from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(c) In addition to any other insurance requirements specified elsewhere in this Subcontract, SUBCONTRACTOR shall maintain all insurance required by federal or state law.

C-26 COMPLIANCE WITH NNSS WORK RULES

For any Work performed on CONTRACTOR or Government premises (including leased facilities), SUBCONTRACTOR shall observe CONTRACTOR'S or Government's procedures, regulations and work rules to include, but not limited to, established site working hours and safety and security requirements. CONTRACTOR has the right to direct the removal of any SUBCONTRACTOR employee from CONTRACTOR or Government premises who fails to follow applicable procedures, regulations or work rules, or who is otherwise determined by CONTRACTOR or the Government to be acting in a manner, which is inimical to the interests of the CONTRACTOR, and/or the GOVERNMENT. SUBCONTRACTOR shall promptly comply with any such direction.

C-27 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the Work under this Subcontract requires the SUBCONTRACTOR to be given access to confidential or proprietary business, technical, or financial information (Sensitive Information) belonging to the Government, third parties, or the CONTRACTOR, including Official Use Only (OUO) information, Unclassified Controlled Nuclear Information UCNI, and Personally Identifiable Information (PII) (see clauses entitled “Official Use Only (OUO) Documents/Information” and Unclassified Controlled Nuclear Information (UCNI) for additional requirements), the SUBCONTRACTOR shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CONTRACTOR in writing. All CONTRACTOR or Government data, including, without limitation, designs, processes, drawings, specifications, reports, schedules, statements of Work, financial information, OUO information, UCNI, and PII etc., as well as any data developed or generated under this Subcontract, is Sensitive Information which shall be protected from improper disclosure in accordance with this clause. The foregoing obligations, however, shall not apply to information, which, at the time of receipt by the SUBCONTRACTOR, is legally in the public domain other than through the fault or negligence of the Subcontractor.

(b) The SUBCONTRACTOR shall obtain the written agreement, in a form satisfactory to the

CONTRACTOR, of each SUBCONTRACTOR employee permitted access to Sensitive Information, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except to authorized individuals in their official capacity to the extent necessary for the performance of the Subcontract. SUBCONTRACTOR employees shall also be required to agree that they will not appropriate any such information or their own use or that of another party without the express authorization of the Procurement Specialist.

(c) The SUBCONTRACTOR agrees, if requested by the CONTRACTOR, to sign an agreement identical, in all material respects, to the provisions of this clause, with each entity supplying Sensitive Information to the SUBCONTRACTOR under this Subcontract, and to supply a copy of such agreement to the CONTRACTOR. From time-to-time, upon request of the CONTRACTOR, the SUBCONTRACTOR shall supply the CONTRACTOR with reports itemizing information received as confidential or proprietary and setting forth the entities from which the SUBCONTRACTOR received such information.

(d) SUBCONTRACTOR shall obtain the written agreement of each employee permitted access to Sensitive Information, whereby the employee agrees that such information or data that the SUBCONTRACTOR is obligated to treat in confidence will not be misappropriated or discussed, divulged or disclosed except to those persons within the SUBCONTRACTOR organization directly concerned with the performance of this Subcontract or to CONTRACTOR or Government representatives. SUBCONTRACTOR agrees to obtain from each employee a confidentiality agreement acceptable to CONTRACTOR and/or the DOE/NNSA Contracting Officer and to furnish copies upon request.

(e) SUBCONTRACTOR shall include the foregoing confidentiality requirements in all lower-tier subcontracts and purchase orders.

C-28 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this Subcontract, or the CONTRACTOR'S Prime Contract, or the Government's or CONTRACTOR'S operations, or any part thereof, to any member of the public, press, business entity, or any official body unless prior written consent is obtained from the Procurement Specialist, or unless ordered to do so by a court of competent jurisdiction.

C-29 INDEMNITY

In addition to any and all other indemnities provided in this Subcontract, SUBCONTRACTOR shall defend, indemnify, save and hold harmless, CONTRACTOR, its customers, and the U.S. Government, and their officers, servants, employees, representatives, affiliates, subsidiaries, owners, attorneys, agents, associates, successors, and assigns, past, present and future (each an "Indemnitee" and collectively, the "Indemnitees"), from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) of whatsoever nature, including consequential damages, reasonable attorneys' fees, awards, fines, penalties, judgments and settlements, arising as a result of SUBCONTRACTOR'S negligent or reckless acts or omissions, or willful misconduct, including, but

not limited to, the following:

(1) Death or bodily injury
(2) Property damage or loss
(3) Liability relating to items or services delivered under this Subcontract
(4) Fraud, misrepresentation, or the provision of false or inaccurate certifications or information
(5) Failure to provide information or certifications required under this Subcontract
(6) SUBCONTRACTOR's violation of any applicable local, state, or Federal law, rule, regulation or order
(7) Any breach of warranties provided under this Subcontract
(8) The inclusion of Suspect/Counterfeit Items (S/CI) in any items delivered under this Subcontract
(9) Any claims alleging that CONTRACTOR is a joint-employer of SUBCONTRACTOR Personnel
(10) The payment of taxes, levies, duties and assessments of any nature due in connection with the Work under this Subcontract
(11) Alleged violations of third-party intellectual property rights occasioned by SUBCONTRACTOR'S failure to obtain the necessary rights in intellectual property used or delivered under this Subcontract.

C-30 ASSIGNMENT

(a) SUBCONTRACTOR may not assign performance of this Subcontract to another entity without CONTRACTOR'S written consent.

(b) CONTRACTOR may not assign this SUBCONTRACT to another entity without SUBCONTRACTOR'S written consent, except that CONTRACTOR may assign this Subcontract to the Government or to a successor Management and Operating Contractor if directed by the authorized Government representative to do so.

C-31 NON-WAIVER

Failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this Subcontract does not constitute a waiver of those terms and conditions.

C-32 SUSPECT/COUNTERFEIT ITEMS OR COMPONENTS

Suspect/counterfeit item(s), fraudulent services, and fraudulent misrepresentations of goods or services, are of serious concern to CONTRACTOR because they not only threaten personal safety, equipment, and system reliability, but also may inhibit compliance with regulatory standards and could result in security implications at DOE facilities. Therefore, delivery of Suspect/counterfeit items shall not be acceptable or tolerated under this Subcontract.

(a) Definitions

Suspect Item(s). An item is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or standards or the standards or specifications described in this Subcontract; and/or the item's documentation, appearance, performance, material, or other characteristics may have been misrepresented by the vendor, supplier, distributor, or manufacturer.

Counterfeit Item(s). A counterfeit item is one that has been copied, substituted, or appended without legal right or authority or whose material, performance, or characteristics have been misrepresented as to be authentic or unmodified from the original manufacture, or not fully disclosed by the vendor, supplier, distributor, or manufacturer.

Suspect/Counterfeit Items (S/CI) include but are not limited to: (i) items that are intentionally manufactured, refurbished, appended, or altered to imitate original products without authorization in order to be passed off as genuine or authentic; (ii) unlawful or unauthorized substitution or addition of component parts; (iii) false identification of grade, lot number, serial number, or performance characteristics, (iv) fraudulent services; (v) misrepresented items and services, (vi) items that introduce unintended or unwanted features such as surveillance, transmissions, or other malicious characteristics.

(b) SUBCONTRACTOR hereby agrees to the following:

(1) Unless specifically authorized elsewhere in this subcontract, SUBCONTRACTOR shall only furnish items/components provided by authorized distributors. Any item/components shall meet all OEM specifications and industry standards.

(2) SUBCONTRACTOR expressly warrants that all items, services, or software provided under this Subcontract are suitable for the intended or specified use, and do not include unintended or unspecified characteristics.

(3) SUBCONTRACTOR warrants and shall ensure that counterfeit items, including component parts, and/or materials will not be furnished or delivered to CONTRACTOR.

(4) SUBCONTRACTOR warrants authorized and lawful use of any labels, trademarks, or logos designed for/affixed to items supplied or delivered to CONTRACTOR.

(5) SUBCONTRACTOR warrants that all items, goods, or services provided to CONTRACTOR are verifiably compliant with applicable quality, and/or safety and manufacturing standards including, but not limited to U.S. Government or industry-accepted specifications, national consensus standards and the specifications and applicable requirements of this Subcontract.

(6) SUBCONTRACTOR shall use counterfeit prevention and/or quality assurance procedures that include a S/CI detection program.

(7) SUBCONTRACTOR shall immediately notify CONTRACTOR if SUBCONTRACTOR suspects, or becomes aware of used or counterfeit goods furnished to CONTRACTOR. SUBCONTRACTOR shall disclose the source of the S/CI to CONTRACTOR and shall provide documentation

authenticating traceability of affected item(s). SUBCONTRACTOR shall immediately notify CONTRACTOR by contacting the Procurement Specialist and the STR.

(8) Suspect/counterfeit items furnished under this Subcontract will be impounded by CONTRACTOR. SUBCONTRACTOR may be required to replace such items, at no cost to CONTRACTOR, with items acceptable to CONTRACTOR. SUBCONTRACTOR shall be liable for all costs relating to discovery, removal, impoundment, and replacement of materials and equipment that exhibit suspect or counterfeit item characteristics or conditions at no cost to CONTRACTOR.

(9) SUBCONTRACTOR shall indemnify CONTRACTOR in accordance with the Indemnity Clause of this Subcontract for any financial loss, injury, death, or property damage resulting directly or indirectly from any and all suspect or counterfeit services, goods, software, materials, components, or parts furnished under this Subcontract.

(c) Detection of suspect counterfeit item(s), services, or software, evidence of misrepresentation of goods or services, or any fraudulent misrepresentations may result in reporting and/or investigation by the Department of Energy and the Office of the Inspector General.

(d) Additional detailed information is available at the Department of Energy (DOE) webpage and in the DOE Suspect/Counterfeit Items Resource Handbook.

The requirements of this clause shall be flowed down to all lower-tier subcontractors.

C-33 BANKRUPTCY

In the event SUBCONTRACTOR enters into proceedings relating to bankruptcy, whether voluntary or involuntary, SUBCONTRACTOR agrees to furnish CONTRACTOR written notification of the bankruptcy within five (5) days of the proceedings.

C-34 REPORTING FRAUD, WASTE, ABUSE OR OTHER CONCERNS; COOPERATION WITH INVESTIGATIONS

SUBCONTRACTOR agrees to comply with, and to require its employees to comply with, the "Contractor Requirements Documents (CRD)" of the following Department of Energy (DOE) and National Nuclear Security Administration (NNSA) Directives or Policies (or their successors) relating to reporting Fraud, Waste, and Abuse and cooperating with investigations conducted by the DOE Inspector General's Office or the NNSA Internal Affairs Office:

1. DOE Order 221.1B Reporting Fraud, Waste, and Abuse to the Office of the Inspector General (available at https://www.directives.doe.gov/@@search?_authenticator=ccea5e51c02e0430ab5b7706507b6c2c62043a11&DirStatus=Current&WhichSite=directives&DocID=221.1B

2. DOE Order 221.2A Cooperation with the Office of Inspector General (available at https://www.directives.doe.gov/@@search?_authenticator=ccea5e51c02e0430ab5b7706507

b6c2c62043a11&DirStatus=Current&WhichSite=directives&DocID=221.2A

3. NNSA Policy (NAP 220.1) Internal Affairs Program (available at https://directives.nnsa.doe.gov/nnsa-policy-documents/nap-0220-0001

C-35 STOP WORK IN EVENT OF IMMINENT DANGER

For work performed at any of the NNSS sites, SUBCONTRACTOR shall immediately cease any activity that is imminently dangerous to the life or health of the workers, the public, or the environment. In the event of imminent danger, any SUBCONTRACTOR employee shall be authorized and empowered to instruct the SUBCONTRACTOR, the CONTRACTOR, or other parties to stop work. In the event that a stop-work order is issued pursuant to this clause, CONTRACTOR shall be notified immediately in order for CONTRACTOR to comply with its obligations to report the stop-work order to the Federal Contracting Officer in accordance with CONTRACTOR'S Prime Contract. Employees of SUBCONTRACTOR shall be apprised of their right to stop work pursuant to this clause.

C-36 DISCLOSING USE OF FREE, LIBRE AND OPEN-SOURCE SOFTWARE (FLOSS)

This clause applies to subcontracts that include the delivery of software (including software residing on hardware).

(a) SUBCONTRACTOR shall disclose in writing, and obtain CONTRACTOR written consent, before using any FLOSS licenses or delivering any FLOSS in connection with this subcontract. Send written disclosures to the SP listed on this first page of this subcontract. CONTRACTOR may withhold written consent for use or delivery of FLOSS at its sole discretion.

(b) FLOSS refers to software that incorporates, embeds, uses, bundles, or otherwise associates with any of the following:

(1) Open source, publicly available, or "free" software, library or documentation;

(2) Software licensed under a FLOSS License;

(3) Software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge.

(c) FLOSS License(s) include any Free Software, Open Source and Public License(s). FLOSS License also refers to: the General Public License (GPL), Lesser/Library GPL (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof.

C-37 SOFTWARE, SERVICES AND INFORMATION SYSTEMS SECURITY ASSURANCE

(a) SUBCONTRACTOR warrants that all items, information systems, software and services, including cloud-based service models (e.g., infrastructure as a service, platform as a service, or software as a service) delivered under this Subcontract (if any) only contain features and/or functions that are fully disclosed.

(b) If SUBCONTRACTOR suspects or becomes aware of any threat events, security incidents, or vulnerabilities that may have the potential to affect the functionality, security, or integrity of items or services provided to CONTRACTOR, SUBCONTRACTOR shall immediately give notice to the STR and Procurement Specialist.

(c) SUBCONTRACTOR shall cooperate fully with CONTRACTOR to investigate all potential security incidents, threat events, and/or vulnerabilities.

(d) As used in this clause, the terms “threat event” and “vulnerability” have the meanings defined in NIST SP 800-30. The term “security incident” has the meaning defined in NIST SP 800-53. Security incidents include but are not limited to: malfunctions due to design/implementation errors and omissions, targeted malicious attacks, untargeted malicious attacks, insider threats, unintended capabilities, and compromises/breaches involving information system components, information technology products, and development processes or personnel.

C-38 EXTRAS AND VARIATION IN QUANTITY

Except as otherwise provided in this Subcontract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Procurement Specialist. No variation in the quantity of any item called for by this Subcontract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Subcontract.

C-39 TRANSPORTATION

(a) All transportation shall be "FOB Destination" unless otherwise specified in this subcontract.

(b) If transportation is specified "Freight on Board (FOB) Origin":

1. No insurance cost shall be allowed unless authorized in writing; and

2. The bill of lading shall indicate that transportation is for DOE/NNSA and the actual total transportation charges paid to the carrier(s) shall be reimbursed by the government pursuant to Prime Contract No. DE-NA0003624. Confirmation will be made by CONTRACTOR.

C-40 OFFICIAL USE ONLY (OUO) DOCUMENTS/INFORMATION

If Official Use Only (OUO) documents or information (including Personally Identifiable Information (PII))

are used, accessed, or generated by SUBCONTRACTOR in performance of this Subcontract or individual task orders, such documents shall be handled and controlled according to IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION DOE ORDER 471.7 **(**available at https://www.directives.doe.gov/directives-documents/400-series/0471.7-BOrder/@@images/file). This information may be exempt from public release under the Freedom of Information Act (FOIA) and has the potential to damage governmental, commercial, or private interests if disseminated to persons who do not need to know the information to perform their jobs or other DOE-authorized activities.

C-41 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

If Unclassified Controlled Nuclear Information (UCNI) documents or information are used, accessed, or generated by SUBCONTRACTOR in performance of this subcontract or individual task orders, such documents shall be handled and controlled in accordance with IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION, DOE ORDER O 471.1B (available at: https://www.directives.doe.gov/directives-documents/400-series/0471.1-BOrder-b/@@images/file) and 10 CFR Part 1017. In addition to any contractual remedies available to the CONTRACTOR, Failure to comply with these requirements can result in civil penalties.

C-42 SEVERABILITY

If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

C-43 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS

Applies to all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (03/2023)

(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 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 items.

C-44 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022)

(a) Definitions. As used in this clause–

Covered article - The term "covered article" includes-

(1) "Information technology" which means –

(i) any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(A) of that equipment,

(B) of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(ii) computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however,

(iii) does not include any equipment acquired by a federal contractor incidental to a federal contract.

(2) "Telecommunications Equipment", which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).

(3) "Telecommunications Service", which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(4) the processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or

(5) hardware, systems, devices, software, or services that include embedded or incidental information technology.

Supply Chain Risk - The term "Supply Chain Risk" means the risk that a person may sabotage,

maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

(b) The Contractor shall take all prudent actions and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered articles or services affecting covered articles to the Government.

(c) In order to manage supply chain risk, the Government may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract.

Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

C-45 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022)

(a) *Definitions.* As used in this clause–

(1) "Covered system" means-

(A) National security systems (as defined at 44 U.S. Code § 3552) and components of such systems;

(B) Nuclear weapons and components of nuclear weapons;

(C) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;

(D) Items associated with the surveillance of the nuclear weapon stockpile; or

(E) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.

(2) "Covered item of supply" means an item—

(A) that is purchased for inclusion in a covered system; and

(B) the loss of integrity of which could result in a supply chain risk for a covered system.

(3) "Supply Chain Risk" means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.

(b) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered systems or covered items of supply to the Government, and services affecting covered systems or covered items of supply.

(c) In order to manage supply chain risk, the Government may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold of consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract. When the Government exercises this authority, it will only provide the Contractor with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by the Government pursuant to 50 U.S.C. § 2786 shall be subject to review in any Federal court.

Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

C-46 GOVERNMENT FLOW DOWNS

(a) The FAR and DEAR clauses incorporated herein shall have the same force and effect as if printed in full text (the FAR is available on the Internet at https://www.acquisition.gov/browse/index/far, and the DEAR is at https://www.acquisition.gov/dears). Wherever necessary to make the context of the FAR and DEAR clauses applicable to this Subcontract, the term "CONTRACTOR" shall mean "SUBCONTRACTOR", the term "Contract" shall mean this Subcontract, and the term "Government", "Contracting Officer" and equivalent phrases shall mean the CONTRACTOR'S Procurement Specialist, except the terms "Government" and "Contracting Officer" do not change where the context indicates that these terms apply in subcontracts, including the following: (1) in the phrases "Government Property", "Government-Furnished Property", and "Government-Owned Property"; (2) in FAR or DEAR intellectual property clauses incorporated herein (i.e. clauses prescribed in FAR Part 27, DEAR Part 927, or DEAR Subpart 970.27); (3) when a right, act, authorization or obligation can be granted or performed only by the Government's duly authorized representative; (4) when title to property is to be transferred directly to the Government; (5) when access to proprietary financial information or other proprietary data is required except for authorized audit rights; and (6) where specifically modified herein. CONTRACTOR and its successor Management and Operating (M&O) contractors at the Nevada National Security Site (NNSS) shall have the same rights as those granted to the Government in any of the FAR or DEAR clauses incorporated herein (including the property and intellectual property clauses) to the extent necessary for CONTRACTOR and its successor M&O contractors to perform prime Contract No. DE-NA0003624, or any successor M&O contracts, at the NNSS. SUBCONTRACTOR shall flow down all required clauses to lower-tier subcontracts and purchase orders as prescribed in each clause or in the special application instructions.

(b) CONTRACTOR may unilaterally add, delete, or update any of the required FAR or DEAR flow-down clauses if CONTRACTOR is required to do so by the Government. If such a change results in an actual cost or schedule impact to the SUBCONTRACTOR in performance of this Subcontract, the SUBCONTRACTOR may request an equitable adjustment in accordance with the clause of this Subcontract entitled “Changes.”

C-47 APPLICABLE REGARDLESS OF DOLLAR AMOUNT OF THE SUBCONTRACT PRICE, UNLESS OTHERWISE NOTED

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.202-1	Definitions (06/2020) (As Modified by DEAR 952.202-1)	Applies to all Subcontracts except where a term is defined differently in the Subcontract or where the context clearly manifests a different meaning.
52.203-17	Contractor Employee Whistleblower Rights (11/2023)	Applies to all solicitations and subcontracts.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (01/2017)	Applies in all solicitations and resultant subcontracts, other than personal services subcontracts with individuals.

Mission Support and Test Services

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (12/2023)	Applies to all subcontracts, including subcontracts for the acquisition of commercial items.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (11/2021)	Applicable in all subcontracts, including subcontracts for the acquisition of commercial items, except paragraph (b)(2).
52.204-27	Prohibition on a ByteDance Covered Application (06/2023)	Applicable in all solicitations and resultant subcontracts, including subcontracts for the acquisition of commercial products or commercial services.
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition. (12/2023)	Applicable in solicitations and subcontracts including paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
52.222-50	Combating Trafficking in Persons (11/2021)	Applies in all subcontracts and in all contracts with agents (as defined in FAR 52.222-50). The requirements in paragraph (h) of this clause apply only to any portion of a subcontract that— (A) 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 (B) Has an estimated value that exceeds $550,000.
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (09/2013)	Applies in service or construction solicitations and subcontracts, unless the subcontract will involve the use of USDA-designated items at http://www.biopreferred.gov or 7 CFR part 3201.
52.223-3	Hazardous Material Identification and Material Safety Data (02/2021) Alternate I (07/1995)	Applies in Solicitations and Subcontracts when there is delivery of hazardous materials as defined in FAR 23.301.
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (06/2016)	Applies in solicitations and subcontracts for – (i) Refrigeration equipment (in product or service code (PSC) 4110);

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		(ii) Air conditioning equipment (PSC 4120); (iii) Clean agent fire suppression systems/equipment (e.g., installed room flooding systems, portable fire extinguishers, aircraft/tactical vehicle fire/explosion suppression systems) (in PSC 4210); (iv) Bulk refrigerants and fire suppressants (in PSC 6830); (v) Solvents, dusters, freezing compounds, mold release agents, and any other miscellaneous chemical specialty that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons (in PSC 6850); (vi) Corrosion prevention compounds, foam sealants, aerosol mold release agents, and any other preservative or sealing compound that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons (in PSC 8030); (vii) Fluorocarbon lubricants (primarily aerosols) (in PSC 9150); and (viii)Any other manufactured end products that may contain or be manufactured with ozone-depleting substances.
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (06/2016)	Applies in solicitations and subcontracts that include the maintenance, service, repair, or disposal of– (i) Refrigeration equipment, such as refrigerators, chillers, or freezers; or (ii) Air conditioners, including air conditioning systems in motor vehicles.
52.223-13	Acquisition of EPEAT® - Registered Imaging Equipment (06/2014) Alternate I (10/2015)	Applies to all subcontracts when imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners) will be— (i) Delivered, (ii) Acquired by the subcontractor for use in performing services at a Federally controlled facility, or (iii) Furnished by the subcontractor for use by

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		the Government.
52.223-14	Acquisition of EPEAT®-Registered Televisions (06/2014) Alternate I (06/2014)	Applies to all subcontracts when televisions will be: (i) Delivered, (ii) Acquired by the subcontractor for use in performing services at a Federally controlled facility, or (iii) Furnished by the subcontractor for use by the Government.
52.223-15	Energy Efficiency in Energy-Consuming Products (05/2020)	Applies to subcontracts when ENERGY STAR® Program or Federal Energy Management Program (FEMP) products will be delivered, acquired, furnished or specified.
52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (10/2015), Alt I (06/2014)	Applies to subcontracts when personal computer products will be— (i) Delivered; (ii) Acquired by the subcontractor for use in performing services at a Federally controlled facility; or (iii) Furnished by the subcontractor for use by the Government.
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (08/2018)	Applies in service or construction subcontracts unless the subcontract will not involve the use of EPA-designated items.
52.225-13	Restrictions on Certain Foreign Purchases (02/2021)	Applies in all subcontracts.
52.227-3	Patent Indemnity (04/1984)	Applies in subcontracts that may result in the delivery of commercial items, as that term is defined in 48 CFR subpart 2.1.
52.232-39	Unenforceability of Unauthorized Obligations (06/2013)	Applies to all subcontracts.
52.244-6	Subcontracts for Commercial Products and Commercial Services (02/2024)	Applicable to subcontracts at all tiers.
52.245-9	Use and Charges (04/2012)	Applies only if FAR 52.245-1 is applicable.
52.247-63	Preference for U.S.-Flag Air Carriers (06/2003)	Applies to each subcontract that may involve international air transportation.
52.247-64	Preference for Privately Owned U.S. Flag	Applies to all subcontracts, except those

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
	Commercial Vessels (11/2021)	described in paragraph I(4) of FAR 52.247-64.
52.252-6	Authorized Deviations in Clauses (11/2020)	Applies to all subcontracts.
970.5225-1	Compliance with Export Control Laws and Regulations (11/2015)	Applies in all solicitations and subcontracts.

C-48 APPLICABLE TO SUBCONTRACTS OVER $2,500

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.222-42	Statement of Equivalent Rates for Federal Hires (05/2014)	Applies to subcontracts if the subcontract amount is expected to be over $2,500 and the Service Contract Labor Standards statute is applicable. (See FAR 22.1016.)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (01/2022)	Applies to all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.222-62	Paid Sick Leave Under Executive Order 13706 (01/2022)	Applies to all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

C-49 APPLICABLE TO SUBCONTRACTS OVER $3,500

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.222-54	Employment Eligibility Verification (05/2022)	Applies in each subcontract that— (1) Is for— (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		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.

C-50 APPLICABLE TO SUBCONTRACTS OVER MICRO-PURCHASE THRESHOLD

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.222-21	Prohibition of Segregated Facilities (04/2015)	Applies to subcontracts containing FAR 52.222-26 Equal Opportunity.
52.222-26	Equal Opportunity (09/2016)	Applies to all subcontracts which are not exempt by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246; see FAR Subpart 22.807(b) for a list of exemptions.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (12/2010)	Applies to 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.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (06/2020)	Applies to all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.
52.225-1	Buy American - Supplies (10/2022)	Applies to supply subcontracts over $10,000 but not exceeding $50K; and applies to supply subcontracts over $50K if none of the clauses prescribed in paragraphs (b) and (c) of FAR 25.1101 apply, except if the conditions at paragraph (a)(1)(i)(A) through (iii)(C) exist.
52.222-36	Equal Opportunity for Workers with Disabilities (06/2020)	Applies to every subcontract in excess of $15,000 unless exempted by the rules,

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		regulations, or orders of the Secretary of Labor.

C-51 APPLICABLE TO SUBCONTRACTS OVER $35,000

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (11/2021)	Applies 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. Further, Federal Acquisition Regulation 9.405-2(b) specifies a threshold of $35,000. (b)(3) Required poster is: DOE Hotline Poster at the following link: Office of Inspector General, Hotline Poster | Department of Energy

C-52 APPLICABLE TO SUBCONTRACTS OVER $40,000

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (06/2020)	Applies to all subcontracts of $40,000 or more.

C-53 APPLICABLE TO SUBCOTNRACTS OVER $150,000

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.203-7	Anti-Kickback Procedures (06/2020)	Applies to all subcontracts exceeding the simplified acquisition threshold, other than those for commercial items, except paragraph (c)(1).

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (06/2020)	Applies in any subcontract that exceeds the threshold specified in Federal Acquisition Regulation 3.808 on the date of subcontract award. Further, Federal Acquisition Regulation 3.808 specifies a threshold of $150,000.
52.222-35	Equal Opportunity for Veterans (06/2020)	Applies to subcontracts of $150,000 or more unless exempted by the rules, regulations, or orders of the Secretary of Labor.
52.222-37	Employment Reports On Veterans (06/2020)	Applies to subcontracts of $150,000 or more unless exempted by the rules, regulations, or orders of the Secretary of Labor.

C-54 APPLICABLE TO SUBCONTRACTS OVER $250,000

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.203-3	Gratuities (04/1984)	Applies to all subcontracts exceeding the simplified acquisition threshold.
52.203-6	Restrictions on Subcontractor Sales to the Government (06/2020) Alternate I (11/2021)	Applies to subcontracts exceeding the simplified acquisition threshold. Alternate I applies if the subcontract is for the acquisition of commercial items.
52.219-8	Utilization of Small Business Concerns (02/2024).)	Applies when subcontract amount is expected to exceed the simplified acquisition threshold unless a personal service contract is contemplated or the subcontract will be performed entirely outside the United States and outlying areas. Applies if subcontract offers further subcontracting opportunities and is to be performed within the United States and its outlying areas. If applicable and the subcontract exceeds $700,000, SUBCONTRACTOR shall include FAR 52.219-8 in lower-tier subcontracts (except subcontracts to small business concerns) that offer subcontracting possibilities.
52.222-44	Fair Labor Standards Act and Service	Applies to subcontracts exceeding the

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
	Contract Labor Standards—Price Adjustment (05/2014)	simplified acquisition threshold if the subcontract is fixed-price, time-and-materials, or labor-hour service contract containing the clause at FAR 52.222-41, Service Contract Labor Standards, exceeds the simplified acquisition threshold, and is not a multiple year subcontract or is not a subcontract with options to renew.

C-55 APPLICABLE TO SUBCONTRACT OVER 6,000,000

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.203-13	Contractor Code of Business Ethics and Conduct (11/2021)	Applies 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. Note: The current threshold specified in FAR 3.1004(a) is $6 million.

C-56 APPLICABLE TO SUBCOTNRACTS WHEN PERFORMANCE INVOLVES SPECIAL ITEMS AND SERVICES

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.204-9	Personal Identity Verification of Contractor Personnel (01/2011)	Applies to all subcontracts when the subcontractor's employees are required to have routine physical access to a Government-owned or Government-controlled facility (including facilities leased by the Government or the CONTRACTOR on behalf of the Government) and/or routine access to a Government information system.

C-57 APPLICABLE TO SUBCONTRACTS AS STATED IN THE SPECIAL APPLICABLE INSTRUCTIONS

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.204-14	Service Contract Reporting Requirements (10/2016)	Applies in solicitations and subcontracts for services (including construction) that meet or

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		exceed the thresholds at FAR 4.1703, except for indefinite-delivery contracts. Further, at FAR 4.1703(a)(2), a statement is made that reporting is required according to the following thresholds: (i) All cost-reimbursement, time-and-materials, and labor-hour service subcontracts and orders with an estimated total value above the simplified acquisition threshold. (ii) All fixed-price service subcontracts awarded and orders issued according to the following thresholds: (C) Awarded or issued in Fiscal Year 2016, and subsequent years, with an estimated total value of $500,000 or greater.
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (10/2016)	Applies in solicitations and indefinite-delivery subcontracts for services (including construction) where one or more orders issued thereunder are expected to each meet or exceed the thresholds at FAR 4.1703. Further, at FAR 4.1703(a)(2), a statement is made that reporting is required according to the following thresholds: (i) All cost-reimbursement, time-and-materials, and labor-hour service subcontracts and orders with an estimated total value above the simplified acquisition threshold. (ii) All fixed-price service subcontracts awarded and orders issued according to the following thresholds: (C) Awarded or issued in Fiscal Year 2016, and subsequent years, with an estimated total value of $500,000 or greater.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (11/2021)	Applies to subcontracts (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items) in which the SUBCONTRACTOR may have Federal contract information residing in or transiting through

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		its information system.
52.224-3	Privacy Training (01/2017)	Applies to all subcontracts when 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 Design, develop, maintain or operate a system of records.
52.225-8	Duty-Free Entry (10/2025)	Applies 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 $20,000 may be imported into the customs territory of the United States.
52.225-26	Contractors Performing Private Security Functions Outside the United States (10/2016)	Applies in all subcontracts that will be performed outside the United States in areas of- (1) Combat operations, as designated by the Secretary of Defense; or (2) Other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.
52.227-14	Rights in Data—General (05/2014), as modified by DEAR 927.409(a), including Alternate V (12/2007)	(a) Applies in subcontracts in which technical data or computer software is expected to be produced and in subcontracts for supplies that contain a requirement for production or delivery of data. (b) 52.214-14 does not apply to subcontracts involving the design or operation of any plants or facilities, or specially designed equipment for such plants or facilities, that are managed or operated by a DOE/NNSA M&O Contractor, including subcontracts for related support services (Clause 970.5227-1 applies instead).
970.5204-3	Access to and Ownership of Records (10/2014) (Deviation) (See DOE Policy Flash 2015-23)	Applies to all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72, or whenever an on-site

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		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.
970.5227-8	Refund of Royalties (08/2002)	Applies if the amount of royalties reported during negotiation of the subcontract exceeds $250. If applicable, SUBCONTRACTOR shall insert the substance of this clause in all lower tier subcontracts under this subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds $250.
970.5232-3	Accounts, Records, and Inspection (12/2010)	Applies to subcontracts of any tier where costs incurred are a factor in determining the amount payable to the subcontractor. When the condition precedent is met, only paragraphs (a) through (h) of the clause shall apply.

C-58 APPLICABLE TO SUBCONTRACTS FOR SERVICES ON A GOVERNMENT FACILITY SITE OR USING GOVERNMENT INFORMATION SYSTEMS

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.204-9	Personal Identity Verification of Contractor Personnel (01/2011)	Applies to all subcontracts when the subcontractor's employees are required to have routine physical access to a Government-owned or Government-controlled facility (including facilities leased by the Government or the CONTRACTOR on behalf of the Government) and/or routine access to a Government information system.
952.203-70	Whistleblower Protection for Contractor Employees (12/2000)	Applies to subcontracts involving work performed on behalf of DOE directly related to activities at a Government-owned or Government-controlled facility (including

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
		facilities leased by the Government or the CONTRACTOR on behalf of the Government).
970.5223-1	Integration of Environment , Safety, and Health into Work Planning and Execution (12/2000)	Applies to subcontracts involving complex or hazardous work at a Government-owned or Government-controlled facility (including facilities leased by the Government or the CONTRACTOR on behalf of the Government).

C-59 APPLICABLE TO SUBCONTRACTS IF THE SCOPE OF WORK REQUIRES THE DESIGN/RE-DESIGN, DEVELOPMENT, OR OPERATION OF A SYSTEM OF RECORDS ON INDIVIDUALS THAT IS SUBJECT TO THE PRIVACY ACT OF 1974

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.224-1	Privacy Act Notification (04/1984)	Applies if subcontract scope of work requires the re-design, development, or operation of a system of records on individuals that is subject to the Privacy Act of 1974.
52.224-2	Privacy Act (04/1984)	Applies if subcontract scope of work requires the design, development, or operation of a system of records on individuals that is subject to the Privacy Act of 1974.