

**FERMI RESEARCH ALLIANCE, LLC
GENERAL TERMS AND CONDITIONS FOR SUPPLIES**

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CLAUSE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

As used throughout this Subcontract, the following terms have the meanings set forth below:

“CFR” means the Code of Federal Regulations.

“Commercial item” and “commercially available off-the-shelf item (COTS)” have the meanings contained in Federal Acquisition Regulation, FAR, 2.101, Definitions.

“DEAR” means the Department of Energy Acquisition Regulation.

“DOE” means the United States Department of Energy or any duly authorized representative thereof.

“FRA” means Fermi Research Alliance, LLC, acting as operator and manager of the Fermi National Accelerator Laboratory under United States Department of Energy Prime Contract No. DE-AC02-07CH11359, and includes any successor to that Prime Contract or any duly authorized representatives thereof. FRA is the contracting entity for this Subcontract.

“FAR” means the Federal Acquisition Regulation.

“Fermilab” means the physical site and property that is the Fermi National Accelerator Laboratory.

“FRA Procurement Representative” shall mean the person in charge of administering this Subcontract for FRA or his or her written designee.

“Government” means the Government of the United States acting through the United States Department of Energy or its successor.

“Subcontract” means this Subcontract between FRA and the Subcontractor. “Sub-subcontracts” means the Subcontractor’s subcontracts. Except as otherwise provided in this Subcontract, “sub-subcontracts” includes purchase orders under this Subcontract.

“Subcontractor” means the party that has entered into this Subcontract with FRA. The lower case “subcontractor” means sub-subcontractors.

When an article, provision, or clause in this Subcontract uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless:

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition in the Subcontract;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception or different definition set forth in 1.1 applies.

1.2 SCOPE OF SUBCONTRACT (SUPPLIES)

The scope of this Subcontract is to provide supplies as set forth in the Subcontract, including the Statement of Work, and any incorporated documents.

This Subcontract is entered into under FRA's Prime Contract No. DE-AC02-07CH11359 with DOE for the operation and management of the Fermi National Accelerator Laboratory.

1.3 INDEPENDENT CONTRACTOR

The Subcontractor is, and shall act as, an independent Subcontractor and the Subcontractor shall not be or act as the agent, employee or servant of FRA or the Government. Without limiting the generality of the foregoing, it is understood and agreed that:

(a) All persons employed by the Subcontractor in the performance of this agreement shall be employees of the Subcontractor and not employees of FRA or the Government,

(b) This Subcontract does not create a joint employer relationship for FRA or the Government; and

(c) The Subcontractor shall not enter into any contract with a third party which purports to obligate or bind FRA or the Government.

1.4 ASSIGNMENT

Neither this Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by FRA. FRA may assign, without Subcontractor's consent, the whole or any part of this Subcontract to the Government or its designee or to a successor contractor for operation and management of the Fermi National Accelerator Laboratory, and in such event this Subcontract shall continue in full force and effect.

1.5 ACCEPTANCE OF SUBCONTRACT

The Subcontractor's written acceptance of this Subcontract or the performance of any portion of this Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all the Subcontract's terms and conditions. Any alterations made to the documents comprising this Subcontract or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract are not accepted, shall only constitute a proposal for modification of the Subcontract, and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract and its terms and conditions, anything to the contrary notwithstanding.

1.6 TIME IS OF THE ESSENCE

Subcontractor acknowledges and agrees that time is of the essence in the performance of the work required by the Subcontract.

CLAUSE 2 - PAYMENT (SUPPLIES)

Unless otherwise specifically stated in the Subcontract, payment will be made after acceptance by FRA and receipt of a proper invoice. Discount time will be computed from date of delivery at place of acceptance or from receipt of proper invoice at the office specified by FRA, whichever is later. Payment is made, for discount purposes, when check is mailed.

CLAUSE 3 - INSPECTION (SUPPLIES)

FRA has the right to inspect and test all supplies in accordance with the FAR inspection clauses incorporated by reference in the Clause titled Special Government Flow Down Provisions. FRA may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in price.

CLAUSE 4 - LICENSES AND PERMITS

The Subcontractor shall maintain all applicable licenses and permits in good standing with the appropriate jurisdiction or governing body throughout the term of this Subcontract. Subcontractor shall immediately notify FRA of any change in the good standing status of its licenses or permits. Failure by the Subcontractor to maintain applicable licenses in good standing or permits is cause for immediate termination of this Subcontract by FRA.

CLAUSE 5 - CHANGES AND MODIFICATIONS

5.1 CHANGES (SUPPLIES)

FRA may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Subcontract, including changes:

- (a) In the specifications (including drawings and designs) when the supplies to be furnished are specially manufactured under this Subcontract in accordance with drawings, designs, or specifications;
- (b) In the method of shipment or packing; or
- (c) In the time or place of delivery.

Except as provided in this clause, no order, statement, or conduct of FRA shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the work and no claim that FRA has been unjustly enriched by an alteration or addition to the work, whether there is any unjust enrichment, shall be the basis of any claim for adjustment in compensation due the Subcontractor or in connection with the work or for adjustment in any time period provided for under the Subcontract. Moreover, the Subcontractor hereby waives and forfeits all claims that any work, services or other activities were performed pursuant to any contract or other agreement separate from the Subcontract. Subcontractor shall not receive any additional compensation or any adjustment in the Subcontract price or time of performance in connection with any work, services or other activities of the Subcontractor pertaining to the work unless such work, services or other activities is authorized in a change order or a written directive, as more specifically described in this section.

If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under this Subcontract, and the Subcontractor properly provides notice of the change and submits all required support for such change to FRA in accordance with this section and the Subcontract, FRA shall make an equitable adjustment and modify the Subcontract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change

shall be made for any costs incurred more than 30 days before the Subcontractor gives written notice as required. In the case of defective specifications for which FRA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Subcontractor in attempting to comply with the defective specifications.

The Subcontractor must assert its right to an equitable adjustment under this clause and submit its proposal in support thereof, within 30 days after (a) receipt of a written change order or (b) the furnishing of a written notice submitting to FRA a written statement describing the general nature and amount of the proposal, unless this period is extended by FRA.

No claim by the Subcontractor for an equitable adjustment based on changes made by FRA shall be allowed if asserted after final payment under this Subcontract. Adjustments to Subcontract price and time for performance shall be memorialized in a Supplemental Agreement or Subcontract Modification. Each Supplemental Agreement or Subcontract Modification shall constitute a final settlement of all matters relating to the change in the work which is the subject of the change order, including, but not limited to, all adjustments to the Subcontract price and time for performance, if any, included with that change order.

5.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Subcontractor, in connection with any proposal made for a Subcontract modification, shall furnish a price breakdown, itemized as required by FRA. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for sub-subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The justification shall be furnished by the date specified by FRA.

When costs are a factor in any determination of a Subcontract price adjustment under any clause of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Subpart 31.2 of the FAR and Subpart 931.2 of the DEAR in effect on the date of this subcontract.

CLAUSE 6 - INDEMNIFICATION AND LIABILITIES

6.1 INDEMNIFICATION

To the extent permitted by law, the Subcontractor shall indemnify and hold harmless FRA, The University of Chicago, Universities Research Association, Inc., and the United States Government, their officers, agents, servants, and employees from any and all liability for losses, expenses, damages, demands, and claims, and shall defend any claim, suit, or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs, and expenses, including attorneys' fees, in connection with or resulting from such claim, suit, or action that arise in whole or in part from:

- (a) Subcontractor's breach of any term or provision of the subcontract documents, or
- (b) any negligent or willful act or omission of the Subcontractor, its employees, agents, of subcontractors, material suppliers, or anyone for whose acts they may be liable, regardless of whether such liability, claim, damage, loss, penalty, forfeiture, fine, or suit is caused in part by a party indemnified hereunder.

The obligations of the Subcontractor under this Clause regarding liability and indemnification will survive the final completion or termination of this Subcontract.

6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE (SUPPLIES)

Title to supplies furnished under this subcontract shall pass to the Government upon formal acceptance, regardless of when or where FRA takes physical possession, unless the subcontract specifically provides for earlier passage of title.

Unless the subcontract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Subcontractor until, and shall pass to FRA upon – (a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (b) Acceptance by FRA or delivery of the supplies to FRA at the destination specified in the subcontract, whichever is later, if transportation is f.o.b. destination.

The paragraph immediately above shall not apply to supplies that so fail to conform to subcontract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Subcontractor until cure or acceptance. After cure or acceptance, the paragraph immediately above shall apply.

The Subcontractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of FRA acting within the scope of their employment.

6.3 THEFT

Necessary precautions for safeguarding material and equipment will be the responsibility of the Subcontractor. In addition, the Subcontractor shall immediately notify the FRA Procurement Administrator of the theft, providing the following information:

Name and phone number of person making report.

Description of missing property; i.e., make and color (if available), model number, serial number and value. Indicate ownership, if Government, furnish Government Identification No.

Date and time theft took place or was discovered.

Date and time property was last known to be in proper place.

Any other information which might be pertinent.

6.4 WARRANTY (SUPPLIES)

Subcontractor warrants: All supplies, materials, and related services, hereinafter called “supplies”, furnished under this subcontract will conform to the specifications and all other requirements of this Subcontract and will be free from defects in material or workmanship. Such warranties together with Subcontractor’s service warranties and guarantees, if any, shall survive inspection, tests, acceptance of and payment for the supplies and shall run to FRA, its successors and assigns.

The Subcontractor shall, within a reasonable time after receipt of written notice thereof, repair or replace, at its own expense, including transportation costs, if any, any defects in materials or workmanship or nonconformance with specifications which may appear during the period ending on a date twelve months after initial use or eighteen months after delivery, whichever is earlier, unless a different warranty period is provided in this subcontract. If, within a reasonable time, Subcontractor is unable or refuses to correct or replace such defective or nonconforming supplies, FRA may, at its option, either return for credit or may by subcontract or otherwise repair or replace such supplies and assess Subcontractor the cost occasioned thereby. The rights and remedies of FRA provided in this clause are in addition to and do not limit any rights afforded to FRA by law or by any other clause of this subcontract.

If the specifications provide for the furnishing of designs by the Subcontractor, the Subcontractor shall have complete responsibility for the adequacy of designs to meet performance requirements.

Compliance with Internet Protocol Version 6 (IPv6) in Acquiring Information Technology.

- (i) If this Subcontract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the Subcontractor agrees and warrants that:
 - (A) All deliverables involving IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4; and
 - (B) All deliverables involving IT will possess IPv6 technical support for development and implementation and fielded product management available.
- (ii) If the Subcontractor plans to offer a deliverable involving IT that is not initially compliant, the Subcontractor agrees and warrants that it shall:
 - (A) Obtain the Laboratory Procurement Official approval before starting work on the deliverable; and
 - (B) Maintain the availability of IPv6 technical support for development, implementation, and fielded product management.
- (iii) Should the Subcontractor find that the statement of work or specifications of this Subcontract do not conform to the IPv6 standard, Subcontractor must notify FRA of such nonconformance and act in accordance with instructions provided by FRA.

This warranty shall not limit FRA's rights under FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996).

6.5 SUSPECT/COUNTERFEIT PARTS

Notwithstanding any other provisions of this agreement, the Subcontractor warrants that all items provided to FRA shall be genuine, new, and unused unless otherwise specified in writing by FRA. Subcontractor further warrants that all items used by the Subcontractor during performance of work at Fermi National Accelerator Laboratory include all genuine, original, and new components, or are otherwise suitable and fit for the intended purpose. Subcontractor's warranty extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to Fermilab.

Subcontractor shall indemnify Fermi Research Alliance, LLC, and the U.S. Department of Energy, their respective agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, or unused, or not otherwise suitable and fit for the intended purpose. This includes but is not limited to materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include but are not limited to fasteners; hoisting, rigging and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules.

Because falsification of information or documentation may constitute criminal conduct, the Subcontractor acknowledges and agrees that FRA may reject and retain such information or items at no cost, and identify, segregate, and report such information or activities to relevant Department of Energy Officials.

CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS

7.1 TERMINATION

FRA may terminate this Subcontract in accordance with the FAR clauses relating to Termination for Convenience of the Government or Default that are incorporated by reference into these General Terms and Conditions, at the Clause titled Special Government Flow Down Provisions.

In addition, FRA may terminate this Subcontract for any material default by the Subcontractor relating to any Subcontract article, clause, or requirement, including but not limited to the environmental, safety, and health requirements.

7.2 NON-WAIVER OF DEFAULTS

Any failure by FRA at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of FRA at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

The rights and remedies of FRA in this clause are in addition to any other rights and remedies provided by law under this Subcontract.

CLAUSE 8 - LAWS AND REGULATIONS; DISPUTES; APPLICABLE LAW

8.1 LAWS AND REGULATIONS

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, codes, rules and regulations (including DOE regulations), including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety. The Subcontractor also shall comply with the Contractor Requirements Document (CRD) of any DOE Directive referenced within the Subcontract or these General Terms and Conditions.

8.2 DISPUTES

The parties agree to cooperate in resolving any claims, controversies or disputes that may arise out of or relate to this Subcontract, the breach thereof, or the Subcontract Work, (collectively, "Dispute" or "Disputes"). The parties are committed to resolving any Disputes in an amicable, professional and expeditious manner so as to avoid any unnecessary costs or delays to the Work.

Continuance of Work: The parties expressly agree and acknowledge that Work will not be stopped or slowed in any way during the pendency of any Dispute. Subcontractor shall continue to prosecute the Work pending final resolution or determination thereof, unless requested by FRA to suspend Subcontract Work, provided that FRA continues to pay Subcontractor as provided herein for all Subcontract Work not subject to a Dispute.

Step Negotiations: FRA and Subcontractor will first attempt to resolve Disputes at the field level through discussions between FRA's Project Manager and the Subcontractor's Project Manager. If a Dispute cannot be resolved at the field level, upon the request of either party, the Dispute shall be directed to FRA's Procurement Manager and Subcontractor's Executive Corporate Representative (collectively "Senior Representatives") who shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Dispute. Prior to any meetings between the parties, the parties will exchange relevant information that will assist the parties in resolving their Dispute.

Mediation: If the Dispute is not resolved through negotiations between the Senior Representatives, the parties will submit the matter to mediation.

Binding Dispute Resolution: At the sole option and decision of FRA, all Disputes not resolved by Step Negotiations or Mediation shall be decided by confidential, binding arbitration, administered jointly by the parties to the arbitration and otherwise in accordance with the Construction Industry Dispute Resolution Procedures of the AAA then in effect, before the Arbitrator. Execution of this Subcontract represents Subcontractor's express consent and agreement to arbitrate Disputes if so chosen by FRA. Notice of demand for arbitration must be filed in writing with the other parties to the arbitration. If FRA does not elect arbitration, the parties shall proceed to litigation. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations.

Each party shall produce all documents relevant to the Dispute. Each party shall be entitled to depose no more than six (6) fact witnesses for no longer than six (6) hours each. Each party shall be entitled to depose any and all retained expert opinion witnesses for no longer than six (6) hours each. All discovery disputes shall be decided by the Arbitrator. The Arbitrator may modify these discovery limitations for good cause shown.

The Arbitrator shall have authority to order specific performance, including, without limitation, interim injunctive relief prior to the Dispute being resolved and any final injunctive relief warranted. The Arbitrator shall have the authority to decide all issues concerning the fulfillment of any condition precedent to the arbitrability of a claim or defense; the amount of damages to be awarded, if any; and the arbitrability of the issues presented as well as to resolve all Disputes, including, without limitation, all federal, state, and local statutory claims. The Arbitrator is not empowered to award damages in excess of compensatory damages such as punitive damages.

The award of the Arbitrator shall be enforceable in any court of competent jurisdiction, and each party consents and submits to the jurisdiction of such court for purposes of such action.

Joinder of Parties: At either party's option, third parties may be joined in any of the dispute resolution processes listed above, by consolidation, joinder, or otherwise, who are subject to a valid alternative dispute resolution agreement with the party seeking joinder of such third party.

8.3 APPLICABLE LAW

To the extent that Federal law does not exist and state law could become applicable to this Subcontract, the law of Illinois shall apply.

CLAUSE 9 - RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained in the course of performing this Subcontract, and the name of FRA, Fermi National Accelerator Laboratory, Fermilab, the United States Government, or the United States Department of Energy shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the FRA Procurement Representative.

CLAUSE 10 - NOTIFICATIONS

The Subcontractor shall immediately notify the FRA Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontract, the cost of which is or is claimed to be reimbursable under this Subcontract.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the FRA Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

CLAUSE 11 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract document (including any signature), Purchase Order (if applicable), these General Terms and Conditions, and any other referenced or incorporated clauses, provisions, and documents. Together, they are the entire agreement between the parties concerning the subject matter and they supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these General Terms and Conditions, including the FAR and DEAR clauses incorporated by reference; (c) any specifications or drawings; (d) other documents listed in the Subcontract as Incorporated Documents, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, or documents.

CLAUSE 12 - SITE AND FACILITIES ACCESS

All Subcontractor and lower-tier subcontractor employees requiring access to any Fermilab facility or sites, including on-site or remote access to Fermilab/FRA computer systems, are subject to DOE access restrictions. Any questions should be directed to either the subcontract designated Technical Representative or the FRA Procurement Administrator.

- (a) The Subcontractor shall not assign foreign national (non-U.S. citizen) employees or other personnel to work at any Fermilab facility or site, including through on-site or remote access to Fermilab/FRA computer systems, who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) without prior written approval from DOE Headquarters. Terrorist-sponsoring countries may be updated from time to time by the State Department. Requests for access must be submitted to the FRA Procurement Administrator at least 180 days in advance to allow time for approval from the DOE.
- (b) FRA also is required by DOE to document all foreign national employees who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution or organization based in, a sensitive country and who require access to a Fermilab facility or site, including either on-site or remote access to Fermilab/FRA computer systems. To obtain site access, the Subcontractor must provide the place of birth and citizenship for all foreign national employees/personnel working on this subcontract who may access a Fermilab facility or site, including on-site or remote access to Fermilab/FRA computer systems. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3A.

CLAUSE 13 - ENVIRONMENT, SAFETY & HEALTH (ES&H)

The Subcontractor shall take all reasonable precautions in the performance of this Subcontract to protect the health and safety of employees, sub-subcontractor employees, FRA employees, and members of the public, to minimize danger from all hazards to life and property, and to prevent injury to any employees or other persons. The safety of all persons employed by the Subcontractor and its subcontractors on the

Fermilab site, or other Government premises, or any other person who enters on the sites or premises for reasons relating to this Subcontract, shall be the sole responsibility of the Subcontractor.

The Subcontractor shall comply with all applicable environmental, safety, health, and fire protection laws, regulations, orders, and requirements (including reporting requirements), including those of DOE. The Subcontractor shall comply with FRA's environmental, safety, and health requirements for any work performed at the Fermilab site, including the requirements set forth in 10 CFR 851 Worker Safety and Health Program.

The Subcontractor shall immediately take action to correct any noncompliance with the environmental, safety, and health requirements of this Subcontract. If the Subcontractor fails to comply with the environment, safety, and health requirements, FRA may, without waiver of any other legal or contractual rights or remedies, issue a stop-work order that stops all or any part of the work under this Subcontract. Thereafter, a start order for resumption of any or all work may be issued at the discretion of FRA. The Subcontractor may not make any claim for an extension of time or for compensation or damages in connection with any work stoppage under this provision.

CLAUSE 14 - STOP-WORK ORDER (FAR 52.242-15 (AUG 1989))

FRA may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract contract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, FRA shall either:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of FRA, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. FRA shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and
- (2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if FRA decides the facts justify the action, FRA may receive and act upon the claim submitted at any time before final payment under this Subcontract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of FRA, FRA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, FRA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

CLAUSE 15 - INSURANCE

Insurance requirements for this Subcontract are established by FRA as the contracting entity. Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, comply with the Insurance Requirements Exhibit to this Subcontract, which are based upon levels of risk, and provide the applicable certificates of insurance as set out in the Insurance Requirements Exhibit.

The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the provisions of this clause or the Insurance Requirements for this Subcontract.

CLAUSE 16 - WALSH-HEALEY PUBLIC CONTRACTS ACT

If this subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000, it is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. chapter 65):

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this subcontract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

CLAUSE 17 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS (SUPPLIES)

The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses listed below are incorporated by reference into this Subcontract, with the same force and effect as if they were written out in full verbatim text. The full texts of the clauses are located in Chapters 1 and 9 of Title 48 of the Code of Federal Regulations and are available at <https://www.gpo.gov/fdsys/> or <https://www.acquisition.gov>.

The threshold categories below are additive, meaning that the clauses listed for each threshold level apply to any Subcontract within that or any higher threshold level of applicability.

As used in these incorporated clauses, the following terms will have the meanings listed below:

“Contract” shall mean this Subcontract

“Contractor” shall mean the Subcontractor

“Subcontractor” in lower case shall mean the Subcontractor’s subcontractors (i.e., lower tier subcontractors)

“Government” and “Contracting Officer” shall mean FRA, except as specifically noted below

The Subcontractor shall include the listed provisions in its subcontracts, at any tier, to the extent applicable to the type of work and Subcontractor status. The version of the provision in force at the time of execution of this Subcontract or any sub-subcontracts shall control.

THE FOLLOWING CLAUSES APPLY REGARDLESS OF SUBCONTRACT VALUE

- FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF SUBCONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
Applies if subcontractor has federal contract information residing in or transiting through its information system
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
Applies if the Subcontract involves any further subcontracting opportunities
- FAR 52.222-1 NOTICE OF LABOR DISPUTES (FEB 1997)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- FAR 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)
NOTE: DOWNLOAD THE EEO POSTER AT:
<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)
- FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
- FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (MAY 2020)
- FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
- FAR 52.223-18 ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
Applies to driving on Fermilab site or DOE owned or leased property
- FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- FAR 52.224-2 PRIVACY ACT (APR 1984)
- FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (JAN 2021)
- FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010)
- FAR 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.227-3 PATENT INDEMNITY (APR 1984)

FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014), with ALTERNATE V (DEC 2007) and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a)

Applies if any “data” will be produced, furnished, or acquired under the Subcontract

If delivery of Limited Rights Data (as defined in FAR 52.227-14(a)) is required, then ALTERNATE II applies, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:

1. Use (except for manufacture) by support services contractors or subcontractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors or subcontractors participating in the Government’s program of which the specific subcontract is a part;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work

If delivery of Restricted Computer Software (as defined in FAR 52.227-14(a)) is required, then ALTERNATE III applies

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (JUN 1987)
Applies if the Subcontract is based on a technical proposal

FAR 52.232-1 PAYMENTS (APR 1984)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2020)
Applies to Subcontractor’s sub-subcontracts for commercial items

FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)

FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
Title passes to and vests in the Government, but otherwise replace Government with FRA in this clause

FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)

FAR 52.249-8 DEFAULT (FIXED-PRICED SUPPLY AND SERVICE) (APR 1984)

DEAR 927.303(c) FACILITIES LICENSE (DEC 2000)

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)

Applies if the Subcontract involves any work at the Fermilab site or DOE-owned or leased property

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)

Applies if any nuclear technology information will be made available to foreign nationals of sensitive foreign nations

DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

Applies if Subcontractor has access to any computers owned, leased, or operated by or on behalf of FRA or DOE

DEAR 952.227-11 PATENT RIGHTS – RETENTION BY CONTRACTOR (SHORT FORM) (MAR 1995)

Applies to agreements with small business for experimental, research and development, demonstration, or design work

DEAR 952.227-13 PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (SEP 1997)

Applies to agreements with non-small business for experimental, research and development, demonstration, or design work

DEAR 970.5208-1 PRINTING (DEC 2000)

Applies if the Subcontract requires printing

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

Applies if the Subcontract involves work at Fermilab site or on DOE-owned or leased property

DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)

DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002)

Applies if subcontract price includes amounts for royalties payable to Subcontractor

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, DEFINED IN FAR PART 2

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

FAR 52.203-6 RESTRICTIONS ON SUB-SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS (JUN 2020)

FAR 52.215-2 AUDITS AND RECORDS-NEGOTIATION (OCT 2010)

Applies if not a Subcontract for commercial items or otherwise exempt under FAR 15.403-1

FAR 52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020)

Except paragraph b

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

DEAR 970.5223-7 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)

Applies to first tier Subcontracts that offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE MICROPURCHASE THRESHOLD, DEFINED IN FAR PART 2

FAR 52.222-3 CONVICT LABOR (JUN 2003)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$10,000

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$15,000

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

FRA and the Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$30,000 OR MORE

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$35,000

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$100,000

FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000)

In this clause, "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract No. DE-AC02-07CH11359

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
Excluding paragraph (c)(1)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018)
Applies unless exempt under FAR 22.305

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

FRA and the Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$750,000

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)
Applies unless the Subcontractor is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,000,000 AND MEETS THE REQUIREMENTS FOR SUBMISSION OF CERTIFIED COST OR PRICING DATA AT FAR 15.403-1(b) AND 15.403-4

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)
Applies if the Subcontract is with a large business; is for other than a “commercial item” as defined in FAR 2.101; and is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)
Excluding paragraph (b). Applies if the Subcontract is with a large business; is for other than a “commercial item” as defined in FAR 2.101; is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
Applies if FAR 52.230-2 or FAR 52.230-3 apply.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$6,000,000

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)
Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the DOE Contracting Officer for the Fermilab site

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)
Modified by DEAR 903.1004. Applies unless Subcontract is for the acquisition of a commercial item or is performed entirely outside of the United States. Download the required Poster at <https://energy.gov/ig/downloads/office-inspector-general-hotline-poster>

THE FOLLOWING CLAUSE APPLIES TO CONTRACTS SET ASIDE OR RESERVED FOR OR AWARDED ON A SOLE SOURCE BASIS TO HUBZONE SMALL BUSINESS CONCERNS:

FAR 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)
Agreements limiting sub-subcontracting in sub-paragraphs (d) – (g) apply

(END OF GENERAL TERMS AND CONDITIONS FOR SUPPLY SUBCONTRACTS)