



GENERAL PROVISIONS

Labor Hour / Time and Material

For the Pacific Northwest National Laboratory
Operated by Battelle Memorial Institute

Battelle Memorial Institute has executed and is engaged in the performance of Prime Contract DE-AC05-76RL01830 with the United States Department of Energy (DOE), for the management, operation, and maintenance of the Pacific Northwest National Laboratory (PNNL) in Richland, Washington. This contract is entered into in furtherance of the performance of the work provided in the Prime Contract, and is subject to the following general provisions:

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Definitions (cl. 301 – Oct 2008)

- A. The terms "Battelle," "Pacific Northwest National Laboratory," "PNNL," and "Laboratory" mean Battelle Memorial Institute, Pacific Northwest Division.
- B. The term "Government" means the Government of the United States of America.
- C. The term "DOE" means the U.S. Department of Energy.
- D. "Battelle Contracts Representative" means an employee of Battelle Memorial Institute, Pacific Northwest Division, acting within the limits of a

written authorization to execute legally binding commitments on behalf of Battelle.

- E. Except as otherwise provided in this contract, the term "Contract" includes this purchase order or subcontract and the term "Subcontract" refers to lower-tier subcontracts.

Acceptance of Contract Terms and Conditions (cl. 302 - Oct 2008)

The Contractor, by signing this Contract or performing the services and/or delivering the supplies identified herein, agrees to comply with all the terms and conditions and all

specifications and other documents that this Contract incorporates by reference or attachment. Battelle hereby objects to any terms and conditions contained in any acknowledgment of this Contract that are different from or in addition to those mentioned in this document. Failure of Battelle to enforce any of the provisions of this Contract shall not be construed as evidence to interpret the requirements of this Contract, nor a waiver of any requirements, nor of the right of Battelle to enforce each and every provision. All rights and obligations shall survive final performance of this Contract.

Order of Precedence (cl. 309 – May 2012)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. The Schedule (excluding the specifications or statement of work)
- B. Representations and other instructions
- C. General Provisions
- D. Other documents, exhibits, and attachments
- E. The specifications or statement of work

Assignment (cl. 357 – Jan 2003)

Battelle may assign this contract to the U.S. Department of Energy (DOE) or a designee of DOE. Upon receipt by the Contractor of written notice that DOE or its designee has been assigned this contract, Battelle shall be relieved of all responsibility hereunder, and the Contractor shall thereafter look solely to the assignee for performance of Battelle's obligations.

The Contractor shall not assign this contract or any interest therein, nor claims thereunder without the prior written consent of Battelle or Battelle's assignee. Any assignment, by operation of law or otherwise, without prior written consent of Battelle or Battelle's assignee shall be void.

Bankruptcy (cl. 318 - Nov 2008)

If the Contractor enters into any proceeding related to bankruptcy, it shall give written notice to the Battelle Contracts Representative via certified mail within five days of initiation of the proceeding. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing of the Battelle purchase orders, contracts, or agreements affected.

Pacific Northwest National Laboratory or Battelle Name (cl. 374 – Oct 2008)

The Contractor agrees not to use Pacific Northwest National Laboratory's or Battelle's name or identifying characteristics for advertising, sales promotion, raising of capital, recommending investments or other publicity purposes that implies endorsement by the Pacific Northwest National Laboratory or Battelle without the prior written consent of Battelle. This clause shall survive the termination or expiration of this contract.

Permits and Responsibilities (cl. 358 - Nov 1991)

The Contractor is an independent contractor, not an agent or employee of Battelle. The Contractor shall, without additional expense to Battelle or the Government, be responsible for obtaining any necessary licenses and

permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

Payments under Time-and-Materials and Labor-Hour Contracts (cl. 350a - Dec 2002)

Battelle will pay the Contractor as follows upon the submission of invoices or vouchers approved by Battelle:

A. Hourly rate.

1. The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by Battelle), to the Battelle Contracts Representative or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Battelle Contracts Representative. Promptly after receipt of each substantiated voucher, Battelle shall, except as otherwise provided in this contract, and subject to the terms of Paragraph E of this section, pay the voucher as approved by Battelle.
2. Unless otherwise prescribed in the Schedule, the Battelle shall withhold 5 percent of the amounts due under this Paragraph A, but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in Paragraph F of this section.
3. Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by Battelle, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by Battelle.

B. Materials and subcontracts.

1. Battelle will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.
2. The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when

appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

3. Battelle will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—
 - a. Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or
 - b. Will make these payments determined due—
 - i. In accordance with the terms and conditions of a subcontract or invoice; and
 - ii. Ordinarily within 30 days of the submission of the Contractor's payment request to Battelle.
4.
 - a. Battelle will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with Paragraph B.5. of this clause.
 - b. Battelle will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—
 - i. In accordance with the terms and conditions of a subcontract or invoice; and
 - ii. Ordinarily within 30 days of the submission of the Contractor's payment request to Battelle.
 - c. Battelle will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under Paragraph A.1. of this clause.
5. To the extent able, the Contractor shall—
 - a. Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - b. Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Battelle Contracts Representative and give the reasons. The Contractor shall give credit to Battelle for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the

part of the Contractor, or lost through fault of Battelle.

- C. *Total cost.* It is estimated that the total cost to Battelle for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Battelle Contracts Representative giving a revised estimate of the total price to Battelle for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to Battelle for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Battelle Contracts Representative, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, Battelle has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Battelle Contracts Representative will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- D. *Ceiling price.* Battelle shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Battelle Contracts Representative shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- E. *Audit.* At any time before final payment under this contract Battelle may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by Battelle not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), Battelle shall promptly pay any balance due the Contractor. The completion

invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Battelle Contracts Representative may approve in writing) from the date of completion.

F. **Assignment.** The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Battelle, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

1. Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
2. Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Battelle Contracts Representative not more than 6 years after the date of the release or the date of any notice to the Contractor that Battelle is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Battelle against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

G. **Refunds.** The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to Battelle. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to Battelle of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Battelle Contracts Representative.

H. **Interim payments.**

1. Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
2. The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request, unless otherwise specified in the contract schedule. In the event that Battelle or the Department of Energy

requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

Title and Risk of Loss (cl. 378d – Nov 2008)

Unless the contract specifically provides otherwise, title to the items purchased under this Contract shall pass directly to the Government upon, and the risk of loss or damage to the items provided under this contract shall remain with the Contractor until, and shall pass to Battelle upon:

- A. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- B. Delivery of the supplies to Battelle at the destination specified in the contract, if transportation is f.o.b. destination.

However, (1) if the Contract provides for formal acceptance of any items by Battelle, then title to such items shall pass directly to the Government upon such formal acceptance; and (2) the title and risk of loss or damage to items that are non-conforming shall remain with the Contractor until acceptance of the items by Battelle as conforming.

Contract Administration (cl. 384 - Feb 2015)

- A. The Contractor's progress and compliance with the technical requirements of this contract may be monitored for Battelle by a Technical Oversight Representative. The name of the Technical Oversight Representative, if one is designated, will be furnished the Contractor by the Battelle Contracts Representative.
- B. The Battelle Technical Oversight Representative is authorized to receive information, conduct inspections of work in process and witness Contractor tests. He/she has no authority to (1) change or waive any provision of this contract, including but not limited to statements of work, drawings, specifications and standards, whether attached or incorporated by reference; (2) provide interpretations of any provision or requirement of this contract; (3) direct, advise, or recommend any particular course of conduct on the part of the Contractor; or (4) create any legally binding commitment on behalf of Battelle.
- C. The Contractor is solely responsible for strict compliance with all requirements of this contract. No notice, communication or representation in any form or from any person other than a Battelle Contracts Representative shall be effective to relieve the Contractor of such obligation or to stop Battelle from enforcing the contract exactly according to its written terms.

Taxes (cl. 354b - Apr 1984)

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties. (Washington State Contractors Note: The supplies/services specified herein are deemed to be for resale to DOE and are exempt from Washington Retail Sales Tax.)

Insurance – Liability to Third Persons (cl. 378b - Mar 1996)

- A. 1. Except as provided in Paragraph A.2 of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Battelle Contracts Representative may require under this contract.
2. The Contractor may, with the approval of the Battelle Contracts Representative, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
3. All insurance required by this paragraph shall be in a form and amount and for those periods as the Battelle Contracts Representative may require or approve and with insurers approved by the Battelle Contracts Representative.
- B. The Contractor agrees to submit for the Battelle Contracts Representative's approval, to the extent and in the manner required by the Battelle Contracts Representative, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.
- C. The Contractor shall be reimbursed—
1. For that portion—
- a. Of the reasonable cost of insurance allocable to this contract; and
- b. Required or approved under this clause; and
2. For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by Battelle. These liabilities are for—
- a. Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or
- b. Death or bodily injury.
- D. Battelle's liability under Paragraph C of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- E. The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)—
1. For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;
2. For which the Contractor has failed to insure or to maintain insurance as required by the Battelle Contracts Representative; or
3. That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of—
- a. All or substantially all of the Contractor's business;
- b. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- c. A separate and complete major industrial operation in connection with the performance of this contract.
- F. The provisions of Paragraph E of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.
- G. If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—
1. Immediately notify the Battelle Contracts Representative and promptly furnish copies of all pertinent papers received;
2. Authorize Battelle representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
3. Authorize Battelle representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by Battelle, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Battelle representatives in any such claim or litigation.

Laws, Regulations, DOE Directives, and Indemnification (cl. 3121 - Mar 2014)

- A. In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency, DOE, or the Battelle Contracts Representative. Applicable DOE Directives have been incorporated, as appropriate, into other requirements of this contract.

- B. Except as otherwise directed by the Battelle Contracts Representative, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- C. To the extent authorized by law, Contractor shall indemnify and hold harmless the Government, Battelle, and each of their respective officers, directors, employees, agents, and successors in interest from and against all liability, claims, suits, damages, losses, costs, fines, civil penalties, remediation, or corrective actions, and any associated expense (including, without limitation, costs of: (i) defense; (ii) settlement; (iii) reasonable attorney's fees; and (iv) costs incurred in enforcing this indemnification) arising out of Contractor's non-compliance with any such laws and regulations.
- D. Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

Workers' Compensation (cl. 323 - Nov 1983)

The Contractor shall comply with State Industrial Insurance or Workers' Compensation and Unemployment Compensation Laws of any state in which work is performed, to the extent such laws are applicable.

Notice of Labor Disputes (cl. 359 - Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Battelle Contracts Representative.

Disputes (cl. 331 - Nov 2014)

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon filing of a legal action by the aggrieved party. It is further agreed by the Contractor that litigation shall be limited and confined exclusively to Federal District Court, with venue in the U.S. District Court for Eastern Washington, located in Richland, Washington. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in Benton County Superior Court, located in Kennewick, Washington. Resolution of any substantive issue of law shall be determined in accordance with the body of applicable Federal procurement law. If there is no applicable Federal procurement law, the law of the State of Washington shall apply in the determination of such issues. During the pendency of any dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of Battelle.

Classified Inventions (cl. 372 - Aug 2002)

Applies to contracts that cover or are likely to cover subject matter classified for reasons of security.

- A. Approval for filing a foreign patent application. The

Contractor shall not file, or cause to be filed, an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the DOE Contracting Officer.

- B. Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.
- C. Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

Contractor Publication and Release of Information (cl. 3701 - May 2007)

Contractor agrees to allow Battelle to review a copy of any Contractor manuscript that will be submitted for publication or any scientific or technical information generated under this Contract. This review will be facilitated by the Contractor submitting the manuscript to the Battelle Contracts Representative no less than thirty (30) days prior to Contractor's manuscript submission for publication or release of scientific or technical information outside of Contractor's control. Battelle shall review Contractor's manuscript or scientific and technical information consistent with Battelle's information release policies then in effect and may submit any of Contractor's scientific and technical information to the U.S. Department of Energy's (DOE) Office of Scientific and Technical Information (OSTI) as required by Battelle's contract for the management and operation of the Pacific Northwest National Laboratory or any DOE Order made applicable to Battelle thereunder. Battelle's review and submission of Contractor's manuscripts or scientific and technical information does not absolve Contractor's duties to comply with any information or data review, reporting, or disclosure requirements made applicable to Contractor under this Contract.

Contractor agrees to amend any manuscript or scientific and technical information release to remove any information that Battelle identifies which is necessary to protect—(1) Battelle's or the U.S. Government's rights in patentable subject matter conceived or first reduced to practice by Battelle; or (2) proprietary information provided to Contractor under this Contract.

Compliance with Internet Protocol Version 6 (IPv6) in Acquiring Information Technology (cl. 3750 - Aug 2011)

This clause applies when information technology (e.g., Ethernet cards, network switches, routers, printers, related software, and commercial services for connectivity) will be delivered as a part of this contract.

- A. This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The contractor agrees that—
 - 1. all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products
 - 2. it has IPv6 technical support for development and implementation and fielded product management available.
- B. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to—
 - 1. obtain the Battelle Contracts Representative's approval before starting work on the deliverable
 - 2. provide a migration path and firm commitment to upgrade to IPv6 for all application and product features.
 - 3. have IPv6 technical support for development and implementation and fielded product management available.
- C. Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Battelle Contracts Representative of such nonconformance and act in accordance with instructions of the Battelle Contracts Representative.

Foreign Travel (cl. 366 - Mar 2013)

- A. Foreign travel means approved travel (whether wholly or partly on official business) from the United States (including Alaska, Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States) to a foreign country and return, travel between foreign countries, by persons, including foreign nationals, whose salaries or travel expenses or both will ultimately be funded in whole or in part by DOE or NNSA from its appropriations. Official foreign travel also includes travel funded by non-DOE or non-NNSA sources for which the traveler represents the Department or NNSA or conducts business on behalf of the U.S. Government.
- B. Foreign travel in connection with the performance of this contract shall be subject to the prior approval of DOE and shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.
- C. Requests for approval of each separate trip shall be submitted to the Battelle Contracts Representative no less than sixty days prior to a planned departure date. The Contractor will not incur any travel costs until after it receives notice of Advanced Travel Request approval from the Battelle Contracts Representative.

- D. For any foreign travel in connection with conferences, Contractor shall ensure that information for conference attendance, including but not limited to agenda and presentation, is submitted to the Battelle Contracts Representative with the initial travel request.
- E. Personal leave in conjunction with Contractor's authorized foreign travel may be granted on a two business days to one personal day (2:1) ratio. Travel days to and from business location will be considered business days. All expenses associated with Contractor's personal leave while on foreign travel shall be borne by Contractor and are not reimbursable by Battelle.

Suspect Material (cl. OA-179 - Aug 2011)

The Contractor shall assure that all products delivered on this contract do not contain suspect/counterfeit parts as indicated in the S/CI Awareness Training Manual (PDF) http://energy.gov/sites/prod/files/2014/06/f16/SCI_Training_Manual.pdf. If suspect/counterfeit parts are discovered, this may be cause for rejection of the entire shipment and will be reported to the U.S. Department of Energy, Office of Inspector General for possible investigation. The discrepant product(s) will be returned at the Contractor's expense. In addition, the contract may be terminated for default.

Guest House at PNNL (cl. 333 / Dec 2008)

If and when the Contractor's personnel travel and require lodging within 25 miles of Richland, Washington, under the scope of this Contract, Contractor's personnel shall stay at the Guest House at PNNL (Guest House, phone: 509-943-0400; email: amy@paragoncorporatehousing.com; website: www.pnl.gov/guesthouse) unless adequate space is unavailable. Invoices for lodging costs will not be reimbursed under this Contract for lodging elsewhere within 25 miles of Richland, Washington, without documentation from the Guest House of unavailability submitted with the invoice. The allowed price of lodging at the Guest House will be consistent with the Federal Travel Regulation per diem limits in effect at the time of travel.

Insurance Requirements (cl. 378, Nov 2014)

- A. Contractor shall purchase and maintain during the term of this Contract, at its own expense, and any extensions thereof, insurance in amounts reasonable and customary for the industry in which Contractor is engaged. Contractor shall maintain all insurance which is required by any law, statute, ordinance, or regulation of any jurisdiction having authority in whole or in part over the Contractor's operations or Contract activities, including without limitation any non-U.S. jurisdictions. Nevertheless, the following minimum insurance coverage shall be maintained:
 - 1. Workers Compensations: Statutory
 - 2. Employers' Liability: \$100,000 per occurrence
 - 3. Commercial General Liability (including contractual and products and completed operations liability): \$500,000 per occurrence

4. Business Auto Liability (to include bodily injury and property damage liability covering the operation of all autos owned and unowned used in connection with performance of contract): \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage
 5. Any additional insurance which may be required by Battelle or the Department of Energy
- B. The insurance coverage shall be with insurer(s) that are satisfactory to Battelle. Battelle shall be designated as an Additional Insured under the Commercial General Liability, Business Auto Liability, and any Umbrella coverages. Contractor's insurance shall be primary and non-contributing over any and all insurance that may be maintained by Battelle. Contractor and its insurer(s) shall waive all rights of subrogation against Battelle, its officers, directors, agents, trustees and employees.
- C. Contractor shall furnish to Battelle Certificates of Insurance evidencing compliance with the insurance requirements herein. These certificates shall be provided prior to the initiation of contract activities and upon each policy renewal for a total of three years after termination or expiration of this Contract. Failure of Battelle to notify Contractor of any non-compliance with the provisions of this Contract shall not constitute a waiver of Contractor's obligations under this Contract. Battelle does not warrant or represent that the minimum amounts of coverage required are sufficient to protect the Contractor in fulfilling its obligations under this subcontract. Such minimum insurance limits shall not limit Contractor's liability under this Contract. Contractor shall require any lower-tier subcontractors to satisfy the requirements of this provision.

Collective Bargaining Agreements *(cl. 397 - Dec 2000)*

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause in any subcontracts for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

Sustainable Acquisition Requirements *(cl. 381 - Mar 2012)*

Battelle is committed to managing its operations in a sustainable manner which promotes the natural environment and protects the health and well-being of its employees and contractor service providers. In the performance of work under this contract, the Contractor

shall provide products that comply with Federal law as follows (regardless of any notations on the respective websites):

Recycled Content as designated by the Environmental Protection Agency (EPA) - <http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm>

Biobased Products as designated by the United States Department of Agriculture (USDA) - <http://www.biopreferred.gov/PurchasingBiobased.aspx>

Energy-Efficient Products such as Energy Star certified and FEMP-designated products - http://www.energystar.gov/index.cfm?c=product_specs.p_t_product_specs and http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html

Water-Efficient Products as designated by the EPA for their WaterSense® label program - <http://www.epa.gov/watersense/products/index.html>

Environmentally preferable and energy efficient electronics, including desktop computers, laptops and monitors, as specified at the Green Electronics Council's Electronic Products Environmental Assessment Tool (EPEAT) registry- <http://www2.epeat.net/searchoptions.aspx>

Non-Ozone Depleting Alternative Products as designated by the EPA - <http://www.epa.gov/ozone/snap/index.html>

Low-Emitting Volatile Organic Compounds (VOC) Materials as designated by the EPA Federal Leadership in High Performance and Sustainable Buildings Guiding Principles (including adhesives, sealants, paints, carpet systems, and furnishings) for building modifications, maintenance, and cleaning - <http://www.epa.gov/oaintnrt/projects/requirements.htm>

Environment, Safety, and Health Requirements - Offsite *(cl. 3113e - May 2012)*

- A. In performing work under this contract at its own facilities or any other location that is not a DOE-owned or leased facility, the Contractor shall comply with all applicable federal, state, and local environment, safety, and health laws and regulations. The Contractor shall also perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety, and health functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes.
- B. The Contractor is responsible for its subcontractors' compliance with the environment, safety, and health requirements of this contract.

U. S. Federal Tax Withholding and Reporting, and Foreign Tax Credits *(cl. 355 - June 2012)*

Contractor agrees to cooperate fully with Battelle in

providing any tax documentation that is required in support of any U.S. federal tax withholding or reporting responsibility, including but not limited to IRS Forms W-9, 8233, W-8BEN, W-8IMY, W-8EXP, or W-8ECI as applicable. It is understood that tax certification forms are required even where tax withholding will take place; however where a lesser amount of tax withholding, or exemption from tax withholding is allowed through the submission of the form, Battelle will make all commercially reasonable efforts where legally possible to honor the claim. Completion of the required tax forms is a condition of this contract, and any such forms must be completed prior to any payment taking effect. Battelle will act in compliance with U.S. federal tax withholding and reporting laws and will deduct any and all applicable U.S. federal withholding taxes from payments to Contractor wherever required by law. Contractor acknowledges that such withholding by Battelle does not relieve Contractor of liability to pay taxes in the event that any taxing authority should determine that the amount of withholding is inadequate.

Further, if this is a cost reimbursement contract and Contractor obtains a foreign tax credit that reduces its U.S. Federal income tax liability because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to Battelle.

Export Control (cl. 398 – July 2012)

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

Information Technology (cl. 399 – Nov 2012)

All information technology software, systems, and services delivered under this contract shall include the use of common security configurations available from the National Institute of Standards and Technology's Computer Security Resource Center website at <http://csrc.nist.gov/>, unless otherwise specified by Battelle in the Statement of Work or technical specifications.

Clauses Incorporated by Reference (cl. 3001-LH – Oct 2011)

The following additional Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses, which may be located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the Contract and as prescribed below. Except as otherwise defined herein, as used in the clauses incorporated by reference, the term "Government" shall mean Battelle Memorial Institute and "Contracting Officers" shall mean Battelle Contracts Representative. However, as used in FAR clauses 52.227-1, -2, -3, -10, -14, -16 and DEAR clauses 952.227-11, -13, and 970.5227-1, -4, -5, -8 "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC05-76RL01830 with Battelle Memorial Institute (Prime Contract), "Patent Counsel" shall mean the DOE Patent Counsel assisting the procuring activity which has administrative responsibility for the Prime Contract, and "Government" shall mean the U.S. Government.

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

FAR 52.203-13	Contractor Code of Business Ethics and Conduct – <i>applies if the contract value exceeds \$5,000,000 and the performance period is 120 days or more.</i>
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) – <i>applies when contractor employees will have routine physical access to a Federally-controlled facility or a Federally controlled information system.</i>
FAR 52.208-8	Required Sources for Helium and Helium Usage Data (Apr 2002) – <i>applies if contract includes a major helium requirement as defined in FAR 8.501.</i>
FAR 52.216-7	Allowable Cost and Payment (June 2011), as modified by DEAR 952.216-7. <i>If the Contractor is a nonprofit organization or a state or local government, substitute "Subpart 31.7" for "Subpart 31.2" in paragraph (a).</i>
FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)
FAR 52.222-26	Equal Opportunity (Mar 2007) - <i>The Equal Employment Opportunity Act Poster referenced in paragraph (c)(3) of the above clause may be downloaded from the U.S. Department of Labor website at www.dol.gov/elaws/posters.htm</i>
FAR 52.222-29	Notification of Visa Denial (June 2003) – <i>applies when the Equal Opportunity clause is used and when the work is required to be performed in a foreign country.</i>
FAR 52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
FAR 52.222-50	Combating Trafficking in Persons (Feb 2009)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
FAR 52.224-1	Privacy Act Notification (Apr 1984) – <i>applies when contracts requires the design, development, or operation of a system of records on individuals.</i>
FAR 52.224-2	Privacy Act (Apr 1984) – <i>applies when contracts requires the design, development, or operation of a system of records on individuals.</i>
FAR 52.227-3	Patent Indemnity (Apr 1984) - <i>applies as required by FAR 27.201-2(c)(1)</i>

FAR 52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007) – <i>applies if the Contract involves a classified solicitation or contract or a solicitation or contract where the nature of the work reasonably might result in a patent application containing classified subject matter</i>	FAR 52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
FAR 52.227-14	Rights in Data – General (Jun 1987), modified in accordance with DEAR 927.409(a) and including Alternate V – <i>applies to this Contract if: (a) technical data or computer software is expected to be produced; or (b) if the Contract is for supplies that contain a requirement for production or delivery of data.</i> <i>FAR 52.227-14 Alternate II shall apply if the delivery of Limited Rights Data is required under this Contract. The following five purposes shall be included at the end of Alternate II, Paragraph (a):</i> <ol style="list-style-type: none">1. <i>Use (except for manufacture) by other contractors.</i>2. <i>Evaluation by non-government evaluators.</i>3. <i>Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.</i>4. <i>Emergency repair or overhaul work.</i>5. <i>Release to a foreign government, or instrumentality thereof, as the interest of the United States Government may require for information or evaluation, or for emergency repair or overhaul work by such government.</i> <i>FAR 52.227-14 Alternate III shall apply if delivery of Restricted Computer Software is required under this Contract.</i> <i>FAR 52.227-14 Alternate IV shall apply if this Contract is awarded for basic or applied research (other than a contract for the management or operation of Government facilities or where international agreements require otherwise), to be performed solely by universities and colleges.</i>	FAR 52.242-15	Stop-Work Order (Aug 1989), with Alternate I (April 1984)
		FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (Sept 2000)
		FAR 52.244-6	Subcontracts for Commercial Items (Dec 2010)
		FAR 52.246-6	Inspection – Time-and-Materials and Labor-Hour (May 2001)
		FAR 52.246-16	Responsibility for Supplies (Apr 1984)
		FAR 52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)
		FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
		FAR 52.249-6	Termination (Cost Reimbursement) (May 2004) with Alternate IV (Sept 1996)
		FAR 52.249-14	Excusable Delays (Apr 1984) – <i>substitute the phrase “delivery schedule” with the phrase “completion time” in the last sentence of the clause.</i>
		DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000) – <i>applies if the contract involves work performed directly related to activities at DOE-owned or leased sites.</i>
		DEAR 952.204-71	Sensitive Foreign Nations Control (Mar 2011)
		DEAR 952.204-77	Computer Security (Aug 2006) – <i>applies if contractor will be granted access to computers owned, leased, or operated on behalf of the U.S. Department of Energy</i>
		DEAR 952.211-71	Priorities and Allocations (Apr 2008)
		DEAR 952.227-82	Rights to Proposal Data (Apr 1994) - <i>applies if contract is based upon a technical proposal.</i>
		DEAR 970.5204-3	Access to and Ownership of Records (July 2005) – <i>applies when the contract value exceeds \$2,000,000 and/or contract clause 3113a or 3113c are included in the contract schedule.</i>
		DEAR 970.5208-1	Printing (Dec 2000)
		DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2010)
		DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000) – <i>applies if this Contract involves the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE or for support services related thereto.</i>
FAR 52.232-20	Limitation of Cost (Apr 1984) – <i>applies if contract is to be fully funded</i>		
FAR 52.232-22	Limitation of Funds (Apr 1984) – <i>applies if contract is to be incrementally funded</i>		

DEAR 970.5227-8 Refund of Royalties (Aug 2002) – *applies if the amount of royalties reported by Contractor during negotiations of this Contract exceeds \$250.*

DEAR 970.5229-1 State and Local Taxes (Dec 2000)

DEAR 970.5232-3 Accounts, Records, and Inspection (Dec 2010) - *applies if costs incurred are a factor in determining the amount payable.*

DEAR 970.5245-1 Property (Aug 1989); *In addition to the requirements of this clause, Contractor shall create and maintain an auditable record of all government property acquired under this Contract which shall include name, part number and description, manufacturer, model number, and price.*

The Following Clause Applies if the Contract Value Exceeds \$2,500:

FAR 52.222-41 Service Contract Act of 1965 (Nov 2007) - *applies if the Contract is principally for the furnishing of services through the use of "service employees" UNLESS the Contract qualifies for class deviation under Section 4(b) of the McNamara-O'Hara Service Contract Act*

The Following Clause Applies if the Contract Value Exceeds \$3,000:

FAR 52.222-54 Employment Eligibility Verification (Jan 2009) – *applies for (a) 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 item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) and (b) construction services; only applies for work performed in the United States.*

The Following Clause Applies if the Contract Value Exceeds \$15,000:

FAR 52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)

The Following Clause Applies if the Contract Value Exceeds \$25,000:

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) – *Contractor agrees to provide such information to Battelle or to maintain it for a period of not less than three years following contract completion and to provide it to the Government upon request.*

FAR 52.225-1 Buy American Act – Supplies (Feb 2009) - *unless the requirement is restricted to domestic end products (see FAR 25.101), the goods to be delivered will be used outside the United States, or the goods and materials are not available from U.S. manufacturers*

The Following Clause Applies if the Contract Value Exceeds \$30,000:

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

The Following Clauses Apply if the Contract Value Exceeds \$100,000:

FAR 52.222-35 Equal Opportunity for Veterans (Sept 2010)

FAR 52.222-37 Employment Reports Veterans (Sept 2010)

DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 2002)

The Following Clauses Apply if the Contract Value Exceeds \$150,000:

FAR 52.203-6 Restriction on Subcontractor Sales to the Government (Sept 2006)

FAR 52.203-7 Anti-Kickback Procedures (Oct 2010) – *excluding paragraph (c)(1)*

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

FAR 52.215-2 Audits and Records – Negotiation (June 1999)

FAR 52.219-8 Utilization of Small Business Concerns (Jan 2011)

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)

FAR 52.225-8 Duty-Free Entry (Oct 2010) – *applies when supplies may be imported into the United States*

FAR 52.227-1 Authorization and Consent (Dec 2007) – *applies without Alternate I if this Contract is for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.*

FAR 52.244-2 Subcontracts (Oct 2010)

DEAR 952.209-72 Organizational Conflicts of Interest (Aug 2009) – *applies if this contract*

involves the performance of advisory and assistance services as defined by FAR 37.201.

The Following Clauses Apply if the Contract Value Exceeds \$500,000:

- DEAR 952.226-74 Displaced Employee Hiring Preference (Jun 1997)
- DEAR 970.5226-2 Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)

The Following Clause Applies if the Contract Value Exceeds \$650,000

- FAR 52.219-9 Small Business Subcontracting Plan (Jan 2011) - *applies if the contractor is a large business concern*

The Following Clauses Apply if the Contract Value Exceeds \$700,000

- FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (Aug 2011) – *applies if cost or pricing data are required*
- FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (Aug 2011)
- FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010) – *applies if cost or pricing data are required*
- FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)
- FAR 52.230-2 Cost Accounting Standards (Oct 2010) – excluding paragraph (b) – *only applies if not exempted under 48 CFR 9903.201-1(b)*
- FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2008)
- FAR 52.230-6 Administration of Cost Accounting Standards (June 2010) – *only applies if FAR 52.230-2 applies*

The Following Clauses Apply if the Contract Indicates it is for Research, Development, or Demonstration Work

- FAR 52.227-16 Additional Data Requirements (Jun 1987) – *applies if this Contract involves experimental, developmental, research, or demonstration work (other than basic or applied research to be performed solely by a university or college where the contract amount will be \$500,000 or less) unless all the requirements for data are believed to be known at the time of contracting and specified in this Contract.*
- FAR 52.246-8 Inspection of Research and Development – Cost-Reimbursement (May 2001)

- DEAR 970.5227-4 Authorization and Consent (Aug 2002), paragraph (a) only – *applies if the contract value exceeds \$100,000*
- DEAR 952.227-11 Patent Rights – Retention by the Contractor (Short Form) (Mar 1995) – *applies if the Contractor is a small business firm or domestic nonprofit organization as defined by 35 USC 201 unless subject to exceptional circumstances as defined in 35 USC 202 and the Prime Contract*
- DEAR 952.227-13 Patent Rights – Acquisition by the Government (Sep 1997) – *applies if the Contractor is **not** a small business firm or domestic nonprofit organization as defined by 35 USC 201. DOE Patent Counsel shall determine the Patent Rights if this Contract is subject to exceptional circumstances as defined in 35 USC 202 and the Prime Contract.*
- DEAR 952.227-84 Notice of Right to Request Patent Waiver (Feb 1998) – *applies when DEAR 952.227-13 above applies.*