



## GENERAL PROVISIONS

### Workshop Agreements

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 agreement 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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#### Independent Contractor

The Contractor is an independent contractor and not an agent or employee of Battelle in the performance of the work.

#### Compliance with Laws

- A. In the performance of the work provided by this Contract, the Contractor shall comply with all applicable state, federal, and local laws, rules, and regulations.
- B. The Contractor shall comply with the applicable federal, state and local environment, safety, health and security laws and regulations of the facility where the work is performed. Where work is performed at any Battelle or DOE owned, leased or controlled facility, the Contractor shall comply with 10 CFR 851, DOE Worker Safety and Health Program, and DEAR 970.5223-1, Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution (Dec. 2000) in the manner prescribed by the host facility. The Contractor shall 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. With respect to the scope of work described in this workshop agreement at Battelle owned, leased or controlled facilities, and where the activities are limited to an office or meeting environment, with no additional or unusual hazards, the requirements can be met through review of the [Visitor Orientation Pamphlet](#)

- C. The Contractor shall notify the Battelle Contracts Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged, that the Contractor determines to have occurred in the course of the work performed and shall furnish such further information as the Battelle Contracts Representative may require. The Contractor shall promptly evaluate and resolve any non-compliance with applicable ES&H or security requirements. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment, safety or health of employees or the public, the Battelle Contracts Representative may issue an order stopping work in whole or in part.
- D. The Contractor is responsible for its subcontractors' compliance with the requirements of this Contract.

#### Use of Battelle Name (*cl. 374 – Jan 2003*)

The Contractor agrees not to use Battelle's name or identifying characteristics for advertising, sales promotion, or other publicity purposes.

#### Information

- A. Any knowledge or information which the Contractor shall have disclosed or may hereafter disclose to Battelle, incident to the placing and filing of this Contract, shall not, unless otherwise specifically

agreed upon in writing signed by an Officer or Laboratory Director of Battelle, be deemed to be confidential or proprietary information, and accordingly, shall be acquired free from any restrictions (other than restrictions which may result from a claim for patent infringement).

- B. The Contractor agrees to keep confidential any information or data obtained by it from Battelle during the term of this Contract, and to refrain from publishing or revealing any such information acquired by it in the course of the services, without the written consent of Battelle.

#### **Covenant Against Contingent Fees** (cl. 339 – April 1984)

- A. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, Battelle shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- B. "Bona fide agency," as used in this Clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- C. "Bona fide employee," as used in this Clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- D. "Contingent fee," as used in this Clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- E. "Improper Influence," as used in this Clause, means any influence that induces or tends to induce a Battelle employee or officer to give consideration or to act regarding a contract on any basis other than the merits of the matter.

#### **Officials Not to Benefit**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract, or to any benefits that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

#### **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.

#### **Technical Data**

The Contractor shall immediately disclose to the Contract Representative any information that the Contractor feels was developed or discovered during the course of this agreement that may be subject to patents or protection per Title 35 of the United States Code (USC).

#### **Disputes** (cl. 331 – Oct 1979)

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 the appropriate state or Federal court located within the State of Washington. Determination of any substantive issue of law shall be based upon application of Federal law. 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.

#### **Intellectual Property**

The Contractor agrees to report to Battelle any inventions made or conceived directly under this agreement. The creation of intellectual property is not anticipated to occur under this agreement. However, in the unlikely event that intellectual property is created, the following terms and conditions shall apply and are incorporated herein by reference:

48 CFR 523.227-14 entitled "Rights in Data - General" modified in accordance with 48 CFR 927.409(a) and including Alternate V.

If Contractor is a non-profit organization or small businesses then 48 CFR 952.227-11 entitled "Patent Rights - Retention by the Contractor" shall apply.

If Contractors is other than a non-profit organization or a small business then 48 CFR 952.227-13 entitled "Patent Rights - Acquisition by the Government" shall apply.

#### **Contract Work Hours and Safety Standards Act – Overtime Compensation** (cl. 316 – Sept 2000)

- A. Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The liquidated damages will be assessed at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek

of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

- C. Withholding for unpaid wages and liquidated damages. The Battelle Contracts Representative will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, Battelle will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- D. Payrolls and basic records.
1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  2. The Contractor and its subcontractors shall allow authorized representatives of Battelle, the Department of Energy, or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The Contractor or subcontractor also shall allow authorized representatives of Battelle, the Department of Energy, or the Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The Contractor shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs A. through D. of this clause.

#### **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.

#### **Guest House at PNNL** (cl. 333 – Feb 2011)

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 (620 Battelle Blvd., Richland, WA 99354, Phone: 509-943-0400; FAX: 509-375-1092;

email: [gh@paragoncorporatehousing.com](mailto:gh@paragoncorporatehousing.com); website: [www.pnl.gov/guesthouse](http://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.

#### **Preference for U.S.-Flag Air Carriers** (cl. 335 – Jan 1997)

- A. "International air transportation," as used in this Clause means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States," as used in this clause, means the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States. "U.S.-flag air carrier," as used in this clause, means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires that all Federal agencies and Government Contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects (or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. The Contractor agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.
- D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a certification on vouchers involving such transportation essentially as follows:

#### **STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation):

(State reasons):

(End of statement)

The Contractor shall include the substance of this clause, including this Paragraph E., in each subcontract or purchase order under this contract that may involve international air transportation.