

**HONEYWELL FEDERAL MANUFACTURING & TECHNOLOGIES, LLC  
UNIVERSITY RESEARCH & DEVELOPMENT  
TERMS AND CONDITIONS**

## TABLE OF CONTENTS

|  |   |
|--|---|
| <b>APPENDIX A – RESEARCH &amp; DEVELOPMENT TERMS &amp; CONDITIONS</b>  |   |
| CLAUSE 1 – PUBLICATIONS  | 3 |
| CLAUSE 2 – CONFIDENTIALITY   | 3 |
| CLAUSE 3 – MODIFICATIONS   | 3 |
| CLAUSE 4 – REPRESENTATIVES   | 3 |
| CLAUSE 5 – NOTICES   | 3 |
| CLAUSE 6 – ASSIGNMENTS   | 3 |
| CLAUSE 7 – LIABILITY   | 3 |
| CLAUSE 8 – DISPUTES  | 4 |
| CLAUSE 9 – EXPORT CONTROLS   | 4 |
| CLAUSE 10 – COST ACCOUNTING STANDARDS (CAS) LIABILITY                  | 5 |
| CLAUSE 11 – DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS IN DATA | 5 |
| CLAUSE 12 – INTELLECTUAL PROPERTY                                      | 5 |
| CLAUSE 13 – ORDER OF PRECEDENCE  | 6 |
| CLAUSE 14 – SECURITY REQUIREMENTS                                      | 6 |
| CLAUSE 15 – STATEMENT OF WORK CHANGES                                  | 6 |
| CLAUSE 16 – WAIVER   | 6 |
| CLAUSE 17 – INTEGRITY  | 6 |
| CLAUSE 18 – EMPLOYEE CONCERNS PROGRAM                                  | 6 |
| CLAUSE 19 – CLAUSES INCORPORATED BY REFERENCE                          | 7 |
| <b>APPENDIX B – STATEMENT OF WORK</b>                                  |   |
| <b>APPENDIX C – BUYER-FURNISHED GOVERNMENT PROPERTY</b>                |   |
| <b>APPENDIX D – BAILMENT AGREEMENT</b>                                 |   |
| <b>APPENDIX E – EXECUTED NONDISCLOSURE AGREEMENT</b>                   |   |

**RESEARCH & DEVELOPMENT TERMS & CONDITIONS  
(1699)**

This Agreement is entered into as of the date last signed below ("Effective Date") by and between Honeywell Federal Manufacturing & Technologies, LLC, 14520 Botts Road, Kansas City, Missouri 64147 (hereinafter referred to as "Honeywell FM&T" or "Contractor/or Buyer") and \_\_\_\_\_, (hereinafter referred to as "University" or "Subcontractor"), (each a "Party" and collectively the "Parties"). Honeywell FM&T is the management and operating contractor at the National Security Campus (NSC) located in Kansas City, MO for the US Department of Energy/National Nuclear Security Administration (DOE/NNSA) under prime contract number DE-NA0002839. Buyer agrees to provide University funding in a specified amount ("Funding") to support research and development as described in this Agreement. In exchange for this Funding, the University shall conduct the research and development described in Exhibit B subject to the terms and conditions below.

**CLAUSE 1 – PUBLICATIONS (INCLUDING SCIENTIFIC AND TECHNICAL INFORMATION PRODUCTS)**

- A. The Subcontractor shall provide the Contractor an opportunity to review any proposed manuscripts and information products deemed by the originator to be useful beyond the originating site describing, in whole or in part, the results of the work performed, or any data developed under this Agreement at least forty-five (45) days prior to their submission for publication. The Contractor shall review the proposed publication and provide comments. Subject to the requirements of Clause 9, the Subcontractor shall incorporate Contractor's comments and address any concerns or issues identified by the Contractor prior to submission for publication. Furthermore, upon request of the Contractor, the Subcontractor shall defer publication for up to sixty (60) additional days for preparation and filing of a patent application which the Contractor has the right to file or to have filed by the Subcontractor, at the Contractor's request.
- B. Subcontractor may acknowledge the Contractor and Government sponsorship of the work as appropriate.
- C. In compliance with DOE O 241.1B, within 30 days after the final version has obtained all required approvals, the Subcontractor must submit to Contractor a copy of the author's version of all final manuscripts and information products deemed to be useful beyond the originating site to Contractor for the purpose of Contractor's reporting such submissions to the Office of Science and Technical Information ("OSTI").

**CLAUSE 2 - CONFIDENTIALITY**

For the avoidance of doubt, confidentiality provisions between the Parties shall be as stipulated in a separately negotiated Nondisclosure Agreement attached hereto as Appendix E.

**CLAUSE 3 – MODIFICATION**

Changes to the terms of this Agreement shall not be valid unless made in writing and signed by authorized representatives of the Parties hereto.

**CLAUSE 4 – TECHNICAL REPRESENTATIVES**

Technical representatives for the Parties will be identified as Principal Investigators in the applicable Statement of Work "SOW" governing each activity, as applicable. Technical representatives have no authority to make changes to the purchase order/contract ("Order").

**CLAUSE 5 – NOTICES & SUBCONTRACT ADMINISTRATION**

- A. The Subcontractor shall immediately notify the Contractor's Procurement Representative as identified in the SOW and the Order in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Agreement; and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of this Agreement.
- B. If, at any time during the performance of this Agreement, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Agreement, it shall immediately notify the Contractor's Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.
- C. The Contractor's Procurement Representative is the only person who can legally obligate the Buyer for the expenditure of funds, changes in the SOW or level of effort, changes to the terms and conditions and the negotiating and signing of legally binding documents. Commitments, obligations, promises (either implied or expressed) by the delegated Contractor representative(s) do not bind the Contractor in any manner or fashion.

**CLAUSE 6 - ASSIGNMENTS**

This Agreement is assignable by Contractor to the Government or its designee. The Subcontractor shall not assign or transfer this agreement, any interest therein, or any claim thereunder unless expressly authorized by Contractor in writing.

**CLAUSE 7 - LIABILITY**

- A. Honeywell FM&T states that it has adequate insurance as approved by the Department of Energy (DOE) under Honeywell FM&T's Management and Operating (M&O) Contract with the DOE. Except for any liability resulting from any negligent acts or omissions by the University, and to the extent permitted by Honeywell FM&T's M&O Contract with DOE, Honeywell FM&T will be responsible for any and all damages whatsoever incurred, as a result of Honeywell FM&T's performance under this Agreement, including, but not limited to, personal injury and property damage sustained as a result of, or arising out of, Honeywell FM&T's performance of any work involving, or Honeywell FM&T's use of, University supplied equipment.

- B. University states that it has adequate liability insurance, such protection being applicable to officers, employees and agents while acting within the scope of their employment by the University. Except for any liability resulting from any negligent acts or omissions of Honeywell FM&T, and to the extent permitted by University's state law, University will be responsible for any and all damages whatsoever incurred as a result of University's performance under this Agreement, including, but not limited to, personal injury and property damage sustained as a result of, or arising out of, University's performance of any work involving, or University's use of, Government-owned/Honeywell FM&T-supplied equipment.
- C. Neither Honeywell FM&T, the United States Government, nor persons acting on their behalf will be liable for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage, or injury of any kind whatsoever, including costs and expenses incurred, occurring during the performance of the work under this Agreement by the University or resulting from University's use and operation of Government-owned/Honeywell FM&T-supplied equipment the terms of such will be set forth in a separately executed Bailment Agreement attached hereto as Appendix D.
- D. University is not liable for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage, or injury of any kind whatsoever, including costs and expenses incurred, occurring during the performance of the work under this Agreement by Honeywell FM&T or resulting from Honeywell FM&T's use and operation of University-owned/University-supplied equipment.

#### **CLAUSE 8 – DISPUTES**

- A. Informal Resolution
  - 1. The Parties shall attempt to resolve any dispute in good faith, by informal negotiations. Each party shall keep confidential any information gained from negotiations. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of this Agreement.
  - 2. The Parties, upon mutual agreement, may seek the assistance of a neutral third party at any time, but they must seek such assistance no later than 120 days after the date of the Contractor's receipt of a claim. The Parties may request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. Each Party shall pay for its pro rata share of the cost of mediation. If requested by both Parties, the neutral third party may offer a non-binding opinion as to a possible settlement. Each party shall keep confidential any information gained from discussions with the neutral third party.
- B. Formal Resolution
  - 1. If a dispute has not been resolved by informal resolution, it may, but is not required to, be submitted to binding arbitration upon separate written agreement of both Parties, by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). If arbitration is agreed to by both Parties, such decision is irrevocable, and the Parties shall treat the outcome of the arbitration as final with no right to appeal.
  - 2. Each Party to the arbitration shall pay its pro rata share of the arbitration fees, not including counsel fees, or witness fees or other expenses incurred by the Party for its own benefit.
  - 3. Either party may request that judgment on the award rendered by the arbitrator is entered in any court having jurisdiction.
- C. Litigation

If arbitration is declined by either Party, either Party may pursue litigation in any court of competent jurisdiction.
- D. Governing Law

To the extent not resolved, Missouri law shall govern.

#### **CLAUSE 9 - EXPORT CONTROLS**

The use, disposition, export, re-export or transfer of any Contractor tangible or intangible (software and/or technology) articles provided to Subcontractor may be subject to U.S. export control laws. These laws include, but are not limited to: the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 et seq.), as continued under the International Traffic in Arms Regulations (22 CFR parts 120 through 130); Export Control Reform Act (50 U.S.C. Sec. 4801 et seq.); as continued in the Export Administration Regulations (15 CFR parts 730 through 734); regulations administered by the Office of Foreign Assets Control (31 CFR parts 500 through 598); which prohibit any use or disposition, export or re-export of the property which is not authorized in accordance with the provisions of this Agreement.

Release of Export Controlled Information (ECI) as well as products offered for use, sale or transfer in the United States to U.S. citizens or U.S. persons, as the aforementioned export control laws require, will be identified by Contractor with the required export control statement identifying the appropriate export controls. The hardware and/or technical data shall not be exported, resold, diverted, transferred, transshipped, made available to a foreign national located anywhere (United States or abroad), or otherwise disposed of in any other country outside of its intended and authorized destination, either in original form or after being incorporated through an intermediate process into other data, without the prior written approval from Contractor and the appropriate U.S. government regulatory agency. Violations of these export laws and regulations are subject to severe civil and criminal penalties.

If the Subcontractor intends to export any tangible article or release the associated data to a foreign person, the Subcontractor shall assume the responsibility for obtaining an export license or other approval from the applicable U.S. Government regulatory agencies. The Subcontractor shall first obtain the written consent from Contractor prior to submitting any request for authority to export, re-export, or transfer any such export-controlled item and/or information.

The Parties understand that Subcontractor intends to conduct its work as fundamental research (defined as Technology Readiness Level [TRL] 1, TRL 2, or TRL 3 considered fundamental research), or any other TRL that includes applied research or development as otherwise expressly agreed upon by the parties after careful analysis by the parties and reduced to writing with the requisite controls in place. The TRL of the project, as reduced to writing and agreed upon by the parties, will be included in the SOW. Subcontractor shall notify Contractor if, during the performance of the SOW, the fundamental research work moves into Technology Readiness Level 3 or

higher. In addition, Contractor shall notify Subcontractor in writing, which may be an applied export control statement, before providing any information Contractor knows to be export controlled. Notwithstanding the foregoing, Subcontractor is still required to comply with all applicable export control laws, including, but not limited to, those identified above.

Seller acknowledges and agrees to all of the following regarding Fundamental Research in any case wherein Seller is an accredited university of higher learning in the U.S. conducting research on behalf of Honeywell FM&T: Fundamental Research means basic or applied research in science, engineering, or mathematics, the results of which ordinarily are published and shared broadly within the research community, and for which the researchers have not voluntarily accepted restrictions for proprietary or national security reasons; unless the researchers have voluntarily accepted restrictions for proprietary or national security reasons and such restrictions are removed. Honeywell FM&T requires Seller to restrict or protect the release or publication of technology or software contained in research results for proprietary and/or national security reasons and must submit said research for prepublication review. Although Honeywell FM&T requires Seller to restrict research for national security reasons, this contract shall not be construed to be a "government contract" and Seller fully acknowledges that the contract is solely between Seller and Honeywell FM&T. Seller voluntarily accepts Honeywell FM&T's required restrictions on release of the technology and software, agrees to submit research for prepublication review, and will protect the technology and/or software from release contrary to the aforementioned controls unless or until such restrictions have been removed by Honeywell FM&T at which time it will be considered Fundamental Research, and may be released into the Public Domain.

In addition to this Clause 9, Export Controls, the Subcontractor shall be liable for its compliance with DEAR 970.5225-1.

#### **CLAUSE 10 - COST ACCOUNTING STANDARDS (CAS) LIABILITY**

*[Applicable to cost type Agreements exceeding \$2,000,000]*

Clause 18 below incorporates into these GENERAL PROVISIONS FAR 52.230-2 "COST ACCOUNTING STANDARDS", FAR 52.230-5 "COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION", and FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS". Notwithstanding the provisions of these clauses, or of any other provision of the Agreement, the Subcontractor shall be liable to the Government for any increased costs, or interest thereon, resulting from any failure of the Subcontractor or lower-tier subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

#### **CLAUSE 11 - DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS IN DATA**

Generally, delivery of Limited Rights Data or Restricted Computer Software should not be necessary. Limited Rights Data or Restricted Computer Software that will be incorporated in a deliverable must be identified prior to contract award and approved by Buyer. If the need to include Limited Rights Data or Restricted Computer Software arises after award, Seller shall inform Buyer and not incorporate either into a deliverable until approved by Buyer. The Clause below titled "Clauses Incorporated by Reference" dictates which version of FAR 52.227-14 applies to this contract and identifies any applicable alternates or modifications thereto ("Base Data Rights Clause"). Only if Restricted Computer Software will be incorporated in a deliverable, Alternate III adding (g)(4) will be added the Base Data Rights Clause. Only if Limited Rights Data will be used in meeting the delivery requirements of the Agreement, Alternate II adding (g)(3) will be added to the Base Data Rights Clause. The following disclosure and use restrictions shall apply to and shall be inserted in any Alternate II added to the Base Data Rights Clause and on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier subcontractor:

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

#### **CLAUSE 12 – INTELLECTUAL PROPERTY**

**BACKGROUND INTELLECTUAL PROPERTY.** "Background Intellectual Property" means property and the legal right therein of either or both Parties developed before or independent of the projects contemplated under this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any information embodying proprietary data such as technical data and computer software.

Both Parties agree to provide the Background Intellectual Property necessary to complete the objectives of the projects contemplated herein. Any such Background Intellectual Property to be utilized will be stated in each SOW, as applicable. Both Parties shall retain all rights to their respective Background Intellectual Property provided for use in collaborative projects. Neither Party shall assume any rights in the other Party's Background Intellectual Property provided for the projects other than the right to use said Background Intellectual Property to the extent necessary to achieve the objectives of the applicable project, for the duration on the project.

**PROJECT INTELLECTUAL PROPERTY.** "Project Intellectual Property" means inventions (including Subject Inventions as defined in 37 CFR 401), patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software, first conceived, reduced to practice, made, and/or generated during the performance of work falling under or arising from this agreement or a SOW and the legal rights thereto.

- A. Where Project Intellectual Property is developed by the Parties under this Agreement, separately negotiated SOWs, or Orders, the ownership of and licensing obligations of the Project Intellectual Property will be consistent with the applicable provisions of the Department of Energy Acquisition Regulation (DEAR) and Federal Acquisition Regulations (FAR) clauses. References in any such

clauses incorporated into future agreements shall be clarified so that a Party has all of the rights and obligations of the "Contractor" in such clauses regarding the Project Intellectual Property it develops.

- B. Subject to any applicable requirements set forth in Section (A) above, each Party shall notify the other Party of any Project Intellectual Property it develops under a SOW promptly after an invention disclosure regarding such Project Intellectual Property is received by the Party's respective patent management office. For the purpose of clarity, these invention disclosures shall be considered Confidential or Proprietary Information of the disclosing Party.
- D. Subject to any applicable requirements set forth in Section (A) above, each Party has the right to file and prosecute intellectual property applications on any Project Intellectual Property to which it holds exclusive title so long as such filing and prosecution does not conflict with the confidentiality obligations of the Non-Disclosure Agreement which is attached to this Agreement. In the case of jointly owned or jointly invented Project Intellectual Property, the process for prosecuting intellectual property applications shall be determined by mutual agreement of the Parties.
- D. Subject to any applicable requirements set forth in Section (A) above, each Party shall have the independent, unrestricted right to license any jointly owned Project Intellectual Property to third parties without accounting to the other Party, except that Honeywell FM&T shall be entitled to an exclusive first option to negotiate for an exclusive commercial license to University's interest in jointly owned Project Intellectual Property and University owned Project Intellectual Property, such first option terminating three (3) months after such invention has been reported to Honeywell FM&T, subject to any rights of the U.S. Government therein. The terms of subsequent licensing agreements for University owned and/or jointly owned Project Intellectual Property will be negotiated in good faith and by mutual agreement by the Parties to this Agreement.

#### **CLAUSE 13 - ORDER OF PRECEDENCE**

Any conflicts in the documents shall be resolved by giving precedence in the following order: (a) the Order document, including this Agreement; (b) product drawings/specifications (c) any Master Collaboration Agreement executed by the Parties.

#### **CLAUSE 14 - SECURITY REQUIREMENTS**

- A. This Agreement is intended for unclassified, research or development work. The Contractor does not expect that results of the research project will involve classified information or Unclassified Controlled Nuclear Information (UCNI) (See 10 CFR part 1017). However, the Contractor may review the research work generated under this Agreement at any time to determine if it requires classification or control as UCNI.
- B. If, subsequent to the Effective Date of this Agreement, a review of the information reveals that classified information or UCNI is being generated under this Agreement, then the security requirements of this Agreement must be changed. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Agreement, the Agreement shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this Agreement.
- C. If the security requirements are changed, the Subcontractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Agreement in compliance with the change in the security requirements. If the Subcontractor determines that continuation of the work under this Agreement is not practicable because of the change in security requirements, the Subcontractor shall notify Contractor in writing. Until the Contractor provides direction, the Subcontractor shall protect the material as directed by the Contractor.
- D. After receiving the written notification, the Contractor shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow the Subcontractor to continue performance of work under this Agreement.
- E. Within 15 days of receiving the written notification of the Subcontractor's stated inability to proceed, the Contractor must determine whether (1) these security requirements do not apply to this contract or (2) a mutually satisfactory method for continuing performance of work under this Agreement can be agreed upon. If this determination is not made, the Subcontractor may request the Contractor to terminate the Agreement in whole or in part. The Contractor shall terminate the Agreement in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

#### **CLAUSE 15 – STATEMENT OF WORK CHANGES**

Contractor may, by written or electronic notification, direct changes in the SOW. Subcontractor must notify Contractor in writing within 10 days of receipt of any change of any cost, delivery, or other impact on services and deliverables resulting from the requested changes. No change will be made to the SOW unless approved by Contractor's authorized procurement representative and signed by both Parties. If there is any dispute between the Parties regarding the impact of a change, the Subcontractor shall proceed diligently with its performance under this agreement pending resolution of the dispute.

#### **CLAUSE 16 – WAIVER**

Failure of either Party to insist upon strict compliance with any of the terms, covenants and/or conditions of this Agreement will not be a waiver or relinquishment of such terms, covenants and/or conditions or of any similar right or power hereunder at any subsequent time.

#### **CLAUSE 17 – INTEGRITY**

Seller, its employees, agents, or representatives shall not provide, directly or indirectly, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind to Buyer employees in any way related to this subcontract directly or indirectly. A breach of this provision will be deemed a material breach of this Contract and grounds for termination of this Contract.

#### **CLAUSE 18 – EMPLOYEE CONCERNS PROGRAM**

The Department of Energy Employee Concerns Program (ECP) encourages the free and open expression of employee concerns and provides DOE federal, contractor, and subcontractor employees with an independent avenue to raise any concern related, but not limited, to the environment, safety, health, and management. The ECP office is within the Office of Environment, Health, Safety and Security (EHSS). Additional ECP information can be located at: [https://powerpedia.energy.gov/wiki/Employee\\_Concerns\\_Program](https://powerpedia.energy.gov/wiki/Employee_Concerns_Program).

DOE federal, contractor, and subcontractor employees should first seek to resolve environment, safety and health technical concerns with their first line supervisors or use established concern or complaint resolution systems, such as the ECP. However, if these systems have not dealt, or cannot deal, effectively with the concern, the DOE has a supplemental process called the Differing Professional Opinion (DPO) process to help resolve these concerns. Concerns can be submitted directly to the DPO process after failing to be resolved through routine work processes, or they can be referred to the DPO from the ECP for review and disposition. More information about how to initiate the DPO process can be found in DOE 422.2 Chg 1 (PgChg) (see Attachment 2) located at: <https://www.directives.doe.gov/directives-documents/400-series/0442.2-BOrder-chg1-pgchg/@@images/file>.

**CLAUSE 19 – SURVIVAL**

All clauses in this Agreement which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement.

**CLAUSE 20 - CLAUSES INCORPORATED BY REFERENCE**

The Federal Acquisition Regulation (FAR) and the U.S. Department of Energy Acquisition Regulation (DEAR) clauses listed below, which are 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 these GENERAL PROVISIONS, as they exist in the contractors Prime Contract with the same force and effect as if they were given in full text, as prescribed below.

As used in the clauses, the term "contract" shall mean this Agreement; the term "Government" means "Buyer", "Contractor" shall mean the University; the term "subcontractor" shall mean the University's subcontractor, and the terms "Government" and "Contracting Officer" shall mean the Contractor, except in FAR clause 52.227-14, and DEAR clauses 970.5227-4, 952.227-11, 970.5232-3 and 52.245-1, Alternate II, in which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-NA0002839 with the Contractor. As used in DEAR clauses 952.204-72 and 952.227-9, the term "DOE" shall mean DOE/NNSA or the Contractor.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship and shall not apply to the extent they would affect the U.S. Government's rights. The University shall include the listed clauses in its Agreements at any tier, to the extent applicable.

The FAR and DEAR clauses listed below shall be applicable to this Agreement based on the value of the Agreement and the nature and location of the work, as indicated. The version of each FAR and DEAR clause shall be the most recent version of the clause or the version in effect as of the date of the most recent revision FM&T's Prime Contract, whichever is earlier, which can be found at the following link: <https://www.energy.gov/nnsa/kansas-city-national-security-campus-contract>

This Order may be subject to additional FAR and DEAR clauses/provisions and government directives incorporated into the Buyer's Prime Contract at a later date from this document's publication. These additional clauses will only be applicable for future orders placed after the initial Order effective date. A list of these additional applicable clauses can be located at: <https://supplier.kcncs.doe.gov/ptl/general-information> under *Contract Language, Terms & Conditions (Current), 1612 Supplemental*

**APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:**

|                                 |   |
|---------------------------------|---|
| <a href="#">FAR 52.203-15</a>   | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.   |
| <a href="#">FAR 52.203-19</a>   | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.   |
| <a href="#">DEAR 952.203-70</a> | WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. Applies to subcontracts involving work performed on behalf of the DOE directly related to activities at DOE-owned or leased sites.   |
| <a href="#">DEAR 970.5204-1</a> | COUNTERINTELLIGENCE. Required if subcontract contains DEAR 952.204-2 SECURITY and DEAR 952.204-70 CLASSIFICATION / DECLASSIFICATION.  |
| <a href="#">DEAR 952.204-2</a>  | SECURITY. Applies to subcontracts which involve or are likely to involve classified information or special nuclear material. DEAR 952.204-2 includes by reference compliance with DEAR 952.204-73 Facility Clearance when the use of a Standard from 328, Certificate Pertaining to Foreign Interests, is required. |
| <a href="#">FAR 52.204-9</a>    | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. Applies if subcontractor's employees are required to have routine access to a federally controlled facility and/or routine access to a federally-controlled information system.   |
| <a href="#">DEAR 952.204-70</a> | CLASSIFICATION/DECLASSIFICATION. Applies to any subcontract which involves or may involve access to classified information.   |

|                        |   |
|------------------------|---|
| <u>DEAR 952.204-71</u> | SENSITIVE FOREIGN NATIONS CONTROLS. Applies if the Subcontract may involve making unclassified information about nuclear technology available to sensitive foreign nations.   |
| <u>DEAR 952.204-77</u> | COMPUTER SECURITY. Applies to subcontracts that may provide access to computers owned, leased, or operated on behalf of the DOE.  |
| <u>DEAR 970.5208-1</u> | PRINTING. Applies to all subcontracts which require printing.   |
| <u>FAR 52.208-8</u>    | REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA. Applies to subcontracts with a major helium requirement.   |
| <u>FAR 52.215-23</u>   | LIMITATIONS ON PASS-THROUGH CHARGES   |
| <u>DEAR 970.5222-1</u> | COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND OPERATING CONTRACTS. Applies to any subcontracts for protective services or other services performed on DOE-owned site which will affect the continuity of the operation of the facility.   |
| <u>FAR 52.222-4</u>    | CONTRACT WORK HOURS AND SAFETY STANDARDS -- OVERTIME COMPENSATION. Applies to subcontracts that may require or involve the employment of laborers and mechanics.  |
| <u>DEAR 970.5223-1</u> | INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION. Applies to subcontracts involving complex or hazardous work on site at a DOE-owned or leased facility.   |
| <u>DEAR 970.5223-4</u> | WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES. Applies to DOE subcontractors performing work at sites owned or controlled by DOE and to individuals with unescorted access to the control areas of certain DOE reactors.  |
| <u>FAR 52.222-21</u>   | PROHIBITION OF SEGREGATED FACILITIES  |
| <u>FAR 52.222-26</u>   | EQUAL OPPORTUNITY   |
| <u>FAR 52.222-50</u>   | COMBATING TRAFFICKING IN PERSONS  |
| <u>FAR 52.222-54</u>   | EMPLOYMENT ELIGIBILITY VERIFICATION.  |
| <u>FAR 52.223-3</u>    | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997) AND ALTERNATE I. Applies only if Subcontract involves delivery of hazardous materials.   |
| <u>FAR 52.223-16</u>   | ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS. Applies if the Order is for personal computer products.  |
| <u>FAR 52.223-17</u>   | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. Applies to Orders for Services or Construction   |
| <u>FAR 52.227-3</u>    | PATENT INDEMNITY  |
| <u>FAR 52.225-13</u>   | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   |
| <u>DEAR 970.5225-1</u> | COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS   |
| <u>DEAR 970.5227-6</u> | PATENT INDEMNITY - SUBCONTRACTS.  |
| <u>DEAR 952.227-9</u>  | REFUND OF ROYALTIES. Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.   |
| <u>FAR 52.227-10</u>   | FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER. Applies to all subcontracts that cover or are likely to cover classified subject matter.  |
| <u>DEAR 952.227-11</u> | PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM). (Applies only if Subcontractor is a nonprofit organization as set forth in 48 CFR 27.301. If Subcontractor does not qualify in accordance with 48 CFR 27.301, the patents rights clause at 48 CFR 952.227-13 applies)<br>[Check provision below that applies OR include only applicable provision].   |
| <u>FAR 52.227-14</u>   | RIGHTS IN DATA-GENERAL with ALTERNATE V adding new paragraph J and with DEAR 927.409 revising paragraphs (a) Definitions and (d)(3). Applies if the Subcontract is for development work, or for basic and applied research where data, including computer software, is specified as a Deliverable in the Statement of Work or other special circumstances apply as specified in the agreement.<br>RIGHTS IN DATA-GENERAL with ALTERNATE IV revising paragraph (c)(1), with ALTERNATE V adding new paragraph J, and with DEAR 927.409 revising paragraph (a) Definitions applies if the Subcontract is for basic or applied research to be performed solely by colleges and universities, computer software is not being developed as indicated in the Statement of Work, and no other special circumstances apply per DEAR 927.409. |
| <u>FAR 52.227-23</u>   | RIGHTS TO PROPOSAL DATA (TECHNICAL). Applies if the Subcontract is based upon a technical proposal.   |
| <u>FAR 52.229-10</u>   | STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. Applies if any part of this is a cost reimbursement Subcontract to be performed in the State of New Mexico.  |
| <u>DEAR 970.5204-2</u> | LAWS, REGULATIONS, AND DOE DIRECTIVES.  |
| <u>DEAR 970.5232-3</u> | ACCOUNTS, RECORDS, AND INSPECTION. Applies if costs incurred are a factor in determining the amount payable to the subcontractor.   |
| <u>DEAR 952.235-71</u> | RESEARCH MISCONDUCT. Applies to all subcontracts that involve research.   |
| <u>FAR 52.242-15</u>   | STOP-WORK ORDER with ALTERNATE I.   |
| <u>FAR 52.244-6</u>    | SUBCONTRACTS FOR COMMERCIAL ITEMS.  |
| <u>FAR 52.245-1</u>    | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS with Alternate II (JUN 2007). Paragraphs (e) (l), (e) (2), and revised (e) (3). Insert DEAR Subpart 945.5, after the reference to FAR Subpart 45.5).   |



|                           |   |
|---------------------------|---|
| <u>DEAR 970.5245-1</u>    | PROPERTY  |
| <u>FAR 52.246-9</u>       | INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).   |
| <u>FAR 52.246-26</u>      | REPORTING NONCONFORMING ITEMS. Applies if the Order is for Non-Commercial Items purchased from a Product Quality Requirements (PQR) 1020, 1040, 1050, and 1060 approved supplier, or the order includes additional quality requirements as documented in the Order's Purchase Order Quality Requirements (POQR), specifications, drawings, or other quality related terms and conditions of the order |
| <u>FAR 52.247-63</u>      | PREFERENCE FOR U. S. FLAG AIR CARRIERS. Applies if the Subcontract involves international air transportation.   |
| <u>FAR 52.247-64</u>      | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS.  |
| <u>FAR 52.249-5</u>       | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS).   |
| <u>DEAR 952.247-70</u>    | FOREIGN TRAVEL.   |
| <u>DEAR 952.250-70</u>    | NUCLEAR HAZARDS INDEMNITY AGREEMENT. Applies to subcontracts which may involve the risk of public liability, but NOT those in which the subcontractor is subject to Nuclear Regulatory Commission financial protection requirements   |
| <u>DEAR 952.217-70</u>    | ACQUISITION OF REAL PROPERTY. Applies if the Subcontract involves leased space that is reimbursed, or real property acquired by purchase, lease, or easement.   |
| <u>DOE O 206.1</u>        | DEPARTMENT OF ENERGY PRIVACY PROGRAM.   |
| <u>DOE O 443.1C</u>       | PROTECTION OF HUMAN RESEARCH SUBJECTS. Applies if Seller will be using Human Research Subjects in the performance of this Order   |
| <u>DOE O 470.6</u>        | TECHNICAL SECURITY PROGRAM. Applies if Seller will be required to process, discuss, or store Classified Information, Sensitive but Unclassified (SBU) Information, or Controlled Unclassified Information (CUI)   |
| <u>DOE O 486.1</u>        | DEPARTMENT OF ENERGY FOREIGN GOVERNMENT TALENT RECRUITMENT PROGRAMS. Applies if work is performed on or at a DOE/NNSA site/facility or DOE/NNSA/contractor leased space   |
| <u>DOE O 471.1B</u>       | IDENTIFYING CLASSIFIED INFORMATION. Applies when work may generate classified information, documents or material.   |
| <u>DOE O 475.2B</u>       | IDENTIFYING CLASSIFIED INFORMATION. Applies when work may generate classified information, documents or material.   |
| <u>NNSA SD 206.2</u>      | IMPLEMENTATION OF PERSONAL IDENTITY VERIFICATION FOR UNCLEARED CONTRACTORS (APR 2018)   |
| <u>NIST SP 800-171</u>    | PROTECTING CONTROLLED UNCLASSIFIED INFORMATION IN NONFEDERAL SYSTEMS AND ORGANIZATIONS. Applies if subcontractor will be required to handle or store Government Owned Data on their systems.  |
| <u>DOE O 142.3B Chg 1</u> | UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM. Applies if seller is required to have DOE controlled or protected information, technologies, or equipment at its facilities or on its systems  |
| <u>FAR 52.224-3</u>       | PRIVACY TRAINING. (1) Have access to a system of records, (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records:  |
| <u>FAR 52.204-23</u>      | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES   |
| <u>FAR 52.204-25</u>      | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  |
| <u>FAR 52.204-21</u>      | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)   |
| <u>FAR 52.204-27</u>      | Prohibition on a Bytedance Covered Application (JUN 2023)   |

**APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:**

|                      |  |
|----------------------|--|
| <u>FAR 52.222-40</u> | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.  |
| <u>FAR 52.223-18</u> | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. Applies to subcontracts exceeding \$10,000. |

**APPLICABLE IF THE SUBCONTRACT IS FOR \$15,000 OR MORE:**

|                      |   |
|----------------------|---|
| <u>FAR 52.222-20</u> | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT Applies if contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000. |
| <u>FAR 52.222-36</u> | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.  |

**APPLICABLE IF THE SUBCONTRACT IS FOR \$30,000 OR MORE:**

|                       |  |
|-----------------------|--|
| <u>FAR 52.204-10*</u> | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS |
|-----------------------|--|

**APPLICABLE IF THE SUBCONTRACT IS FOR \$35,000 OR MORE:**

|                     |   |
|---------------------|---|
| <u>FAR 52.209-6</u> | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH |
|---------------------|---|

|  |   |
|--|---|
|  | CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. Applies if exceeds \$35,000 and is not for a COTS item of acquisition of a commercial item. |
|--|---|

**APPLICABLE IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:**

|                        |   |
|------------------------|---|
| <u>DEAR 970.5227-4</u> | AUTHORIZATION AND CONSENT, Paragraph (a). Applies to all subcontracts for research and development activities expected to exceed \$100,000. |
| <u>DEAR 970.5227-5</u> | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. Applies to subcontracts exceeding \$100,000.                             |

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$150,000:**

|                      |  |
|----------------------|--|
| <u>FAR 52.203-7</u>  | ANTI-KICKBACK PROCEDURES   |
| <u>FAR 52.203-12</u> | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   |
| <u>FAR 52.222-35</u> | EQUAL OPPORTUNITY FOR VETERANS.  |
| <u>FAR 52.222-37</u> | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS |

**APPLICABLE IF SUBCONTRACT EXCEEDS SIMPLIFIED ACQUISITION THRESHOLD**

|                        |   |
|------------------------|---|
| <u>FAR 52.203-6</u>    | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   |
| <u>FAR 52.203-10</u>   | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  |
| <u>FAR 52.203-16</u>   | PREVENTING PERSONAL CONFLICTS OF INTEREST. Applies if exceeds the simplified acquisition threshold and employees will perform acquisition functions closely associated with inherently governmental functions (instead of performance by only a self-employed individual).                |
| <u>FAR 52.203-17</u>   | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS  |
| <u>DEAR 952.209-72</u> | ORGANIZATIONAL CONFLICTS OF INTEREST, ALTERNATE I. Applies to subcontracts expected to exceed the simplified acquisition threshold and involving performance of advisory and assistance services.   |
| <u>FAR 52.215-19</u>   | NOTIFICATION OF OWNERSHIP CHANGES.  |
| <u>DEAR 970.5223-7</u> | SUSTAINABLE ACQUISITION PROGRAM. Applies to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services |
| <u>DEAR 952.223-78</u> | SUSTAINABLE ACQUISITION PROGRAM. Applies to first tier subcontract exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| <u>FAR 52.227-1</u>    | AUTHORIZATION AND CONSENT (DEC 2007).   |

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:**

|                        |   |
|------------------------|---|
| <u>DEAR 970.5226-2</u> | WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993. Applies to all subcontracts exceeding \$500,000 except those for commercial items. |
| <u>DEAR 952.226-74</u> | DISPLACED EMPLOYEE HIRING PREFERENCE. Applies to all subcontracts exceeding \$500,000 except subcontracts for commercial items.   |
| <u>FAR 52.204-14</u>   | Service Contract Reporting Requirements (OCT 2016). Applies if the order exceeds \$500,000 and is for services.   |
| <u>FAR 52.227-16</u>   | ADDITIONAL DATA REQUIREMENTS.   |

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$700,000:**

|                     |   |
|---------------------|---|
| <u>FAR 52.219-9</u> | SMALL BUSINESS SUBCONTRACTING PLAN. Applies unless there are no subcontracting possibilities. |
|---------------------|---|

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$750,000:**

|                      |   |
|----------------------|---|
| <u>FAR 52.215-10</u> | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA if subcontract exceeds \$750,000.  |
| <u>FAR 52.215-11</u> | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS not used when 52.215-10 is included. In subcontracts greater than \$750,000.   |
| <u>FAR 52.215-12</u> | SUBCONTRACTOR COST OR PRICING DATA. Applies if 52.215-10 applies.   |
| <u>FAR 52.215-13</u> | SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS. Applies if 52.215-11 applies.   |
| <u>FAR 52.230-2</u>  | COST ACCOUNTING STANDARDS, excluding paragraph (b). Applies to nonprofit organizations if they are subject to full CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B). |
| <u>FAR 52.230-5</u>  | COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION, excluding paragraph (b).   |

|              |  |
|--------------|--|
| FAR 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS. |
|--------------|--|

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$5.5 MILLION AND PERIOD OF PERFORMANCE EXCEEDS 120 DAYS:**

|              |  |
|--------------|--|
| DOE O 221.1B | REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL |
|--------------|--|

**APPLICABLE IF THE SUBCONTRACT EXCEEDS \$6 MILLION AND PERIOD OF PERFORMANCE EXCEEDS 120 DAYS:**

|               |  |
|---------------|--|
| FAR 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.  |
| FAR 52.203-14 | DISPLAY OF HOTLINE POSTERS. Applicable except when subcontract for acquisition of a commercial item or work performed entirely outside US. |

(END OF RESEARCH & DEVELOPMENT TERMS & CONDITIONS)