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SUBCONTRACT NO. TBD	 Lawrence Livermore National Laboratory Supply Chain Management Department 7000 East Avenue / P.O. Box 5012 Livermore, CA 94550 / 94551
Subcontractor: TBD	LLNS Contract Administrator: TBD

Introduction

This is a Fixed Price Subcontract for FastForward Research and Development, as further described herein.

The parties to this Subcontract are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and the party identified above as the "Subcontractor."

This is a Subcontract under Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called "Government"), represented by the Department of Energy National Nuclear Security Administration (hereinafter called "DOE/NNSA"), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL") and the performance of certain research and development work.

Agreement

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and any documents referenced or incorporated therein, which together with this Subcontract Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

TBD	LAWRENCE LIVERMORE NATIONAL SECURITY, LLC
BY: _____	BY: _____ TBD
TITLE: _____	TITLE: <u>Contract Administrator</u> LLNL Supply Chain Management Department
DATE: _____	DATE: _____

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SCHEDULE OF ARTICLES FOR SUBCONTRACT NO. TBD

ARTICLE 1 – INCORPORATED DOCUMENTS

The following documents and forms are hereby incorporated as a part of this Schedule of Articles of the Subcontract and are referenced, or attached hereto.

Documents

GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES (GPs #600C; 06/03/11) * **OR**
GENERAL PROVISIONS FOR FIXED PRICE SUPPLIES AND SERVICES-FOREIGN (GPs #600E; 06/03/11) *
AND
STATEMENT OF WORK, ENTITLED “TBD” (Date)
SMALL BUSINESS SUBCONTRACTING PLAN (Date)
SECURITY AND SITE ACCESS PROVISIONS (S&SAP, 06/03/11) *

* The documents marked with an asterisk, as well as links to Federal and State Tax Forms websites, are available on-line at the following website: <https://supplychain.llnl.gov/> (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

ARTICLE 2 – SCOPE OF WORK

A. The Subcontractor shall conduct certain work generally described as TBD. The work is more specifically described in the attached STATEMENT OF WORK.

<u>Milestone No.</u>	<u>Description</u>
TBD	TBD

B. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified herein to be furnished by LLNS. The Subcontractor shall deliver the materials, products, supplies, reports and residuals, as specified.

C. The work shall be performed by the Subcontractor at the Subcontractor's facility located at TBD, at TBD, at the LLNL, and at other locations approved by LLNS.

D. Acceptance of the work under this Subcontract shall be based on the Subcontractor's performance and completion of the work in consonance with high professional standards and compliance with the delivery and reporting requirements specified herein.

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ARTICLE 3 – SAFETY-RELATED REQUIREMENTS

A. General

The Subcontractor shall take all reasonable precautions in the performance of the work to protect the health and safety of employees and members of the public, and to minimize hazards to the surrounding environment, wildlife and property.

The Subcontractor shall comply with, and assist LLNS and the DOE/NNSA in complying with, all ES&H requirements, training, and associated safety documents referenced, attached, or incorporated into this Subcontract, and any other safety-related documents submitted by the Subcontractor and reviewed and accepted by LLNS.

The Subcontractor shall comply with all instructions, controls, and precautions communicated to the Subcontractor by the LLNS Technical Representative, or designee, regarding any applicable area hazards associated with the Subcontractor's work at the LLNL site.

B. Worker Safety and Health Program

All work by the Subcontractor and its lower-tier subcontractors at an LLNL worksite is subject to the *Worker Safety and Health Program* regulation at Title 10, Part 851 of the U.S. Code of Federal Regulations (10 CFR 851). LLNS has established an *LLNL Worker Safety and Health Program* to implement the requirements of 10 CFR 851 for the work at LLNL worksites. The Subcontractor shall assist LLNS and the DOE/NNSA in complying with all applicable environmental, safety, health regulations, including 10 CFR 851 and may be subject to DOE enforcement actions for violations thereof. Information on the regulation is available at the following website.

<http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>

C. Safety Standards and Testing

Materials, supplies, and equipment furnished or used by the Subcontractor under this Subcontract shall meet nationally recognized safety standards or be tested by the Subcontractor in a manner demonstrating they are safe for use. All electrical equipment, components, conductors, and other electrical material shall be of a type that is listed, labeled, or tested by a Nationally Recognized Testing Laboratory (NRTL) in accordance with Title 29, Part 1910, *Occupational Safety and Health Standards*, of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall obtain prior written approval from the LLNS Contract Administrator before furnishing or using any materials, supplies, or equipment that do not meet these requirements.

ARTICLE 4 - INJURY AND ILLNESS REPORTING

A. The Subcontractor shall immediately notify the LLNL Emergency Dispatch Center, at 925-422-7595 (or by phone on site dial 911 or by cell phone on site dial 925-447-6880) of any work-related injury to or illness of Subcontractor or lower-tier subcontractor personnel working at any

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LLNL site that results in: (1) a fatality; (2) immediate in-patient hospitalization or immediate scheduled admittance; (3) personnel exposure to chemical, biological or physical hazards above limits established by OSHA or the American Conference of Governmental Industrial Hygienists, whichever is lower; or (4) three or more personnel having days away, restricted work or work transfer cases pursuant to 29 CFR 1904.7.

B. The Subcontractor shall provide the following written reports under this Subcontract.

1. A report of all new recordable fatalities, injuries, and illnesses involving either Subcontractor or lower-tier subcontractor personnel working at LLNL sites. The report shall be submitted on DOE Form F 5484.3, *Individual Accident/Incident Report*, in lieu of OSHA Form 301, *Injury and Illness Incident Report*, within seven working days of a recordable work-related fatality, injury, or illness. DOE Form F 5484.3, modified for LLNL Subcontractor Reporting, is located at the following link.

https://supplychain.llnl.gov/poattach/docs/incident_report_form.doc

A recordable work-related injury or illness is one that results in a fatality, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness, or diagnosis of a significant injury or illness by a physician or other licensed health care professional (29 CFR 1904).

This requirement to report recordable work-related injuries or illnesses includes all the requirements for recordable incidents as described in 29 CFR 1904. Privacy cases should be noted so appropriate steps can be taken to protect the privacy of injured personnel (29 CFR 1904.29).

C. The reports shall be submitted to the LLNL Injury and Illness Analysis Office by E-Mail at: oaasis-managers@lists.llnl.gov.

D. The Subcontractor shall allow LLNS access to and review of the following.

1. To the extent allowed by law, those entries in the Subcontractor's logs and summaries of all recordable occupational injuries and illnesses (OSHA No. 300 and 300A Forms or State Equivalent) that pertain specifically to Subcontractor employees working under this Subcontract.
2. Subcontractor's injury or illness prevention plans and written Injury and Illness Prevention Program (IIPP) established, or which are required by law to be established.

E. These requirements are in addition to, and do not replace, the Subcontractor's injury and illness reporting or record-keeping obligations under other applicable regulations.

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ARTICLE 5 – PERIOD OF PERFORMANCE

The work described in ARTICLE 2 - SCOPE OF WORK shall be completed on or before the following milestone completion dates.

<u>Milestone No.</u>	<u>Completion Date</u>
TBD	TBD

ARTICLE 6 – PRICE

A. Fixed Price

The Subcontractor shall perform this Subcontract for the total fixed price of \$TBD. The fixed price for each Milestone shall be as follows.

<u>Milestone No.</u>	<u>Fixed Price</u>
TBD	\$TBD

Items acquired under this Subcontract are for resale to the U.S. Government and are exempt from state sales and use tax per California State Resale Permit No. SR-CH 100-978248.

B. Allocated Funding Limit

The funding presently allocated for payment to the Subcontractor under this Subcontract is limited to \$TBD. The allocated funding amount is expected to cover completion of the following milestones.

List of funded milestones TBD

It is anticipated LLNS will increase this allocated funding amount up to the total fixed price of this Subcontract as funding becomes available, excluding unexercised options; however, LLNS shall not be obligated to do so. The allocated funding amount may only be changed by a written unilateral modification to this Subcontract issued by the LLNS Contract Administrator.

The allocated funding amount specified above shall be the limit of LLNS' liability for all costs under this Subcontract, any other provision to the contrary notwithstanding. The Subcontractor is not obligated to continue performance under this Subcontract or otherwise incur cost or expenses in excess of the allocated funding amount. The Subcontractor shall notify LLNS in writing at least five working days prior to stopping work to avoid exceeding the allocated funding amount.

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ARTICLE 7 – INVOICES AND PAYMENT

A. Invoices and Milestone Payments

The Subcontractor shall reference the Subcontract number on all invoices, which shall include a detailed statement of the milestone(s) achieved. The Subcontractor shall submit its invoice electronically by E-Mail, upon completion of the milestone(s), to Accounts Payable (AP) at: AP_Invoice@llnl.gov (pdf or tif attachment preferred).

Invoice questions should be directed to the Planning and Financial Services (PFS) Help Desk at (925) 424-4444.

All other correspondence may be mailed to the following address.

Lawrence Livermore National Laboratory
Attention: Accounts Payable, L-432
P.O. Box 5001
Livermore, CA 94551

LLNS will verify completion of each milestone. Title to deliverable items or deliverable portions thereof shall vest in the Government immediately upon the date of the milestone payment.

B. Payment Terms

The terms of payment shall be TBD after receipt of a proper invoice. Payment amounts shall be less any applicable adjustments, credits, offsets, or tax withholds. Payment on an invoice shall not constitute final acceptance of the related performance.

C. Federal Tax Forms

Prior to issuing the initial invoice under this Subcontract, the Subcontractor shall submit Federal Tax Form W-9, *Request for Taxpayer Identification Number and Certification*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference TBD on all correspondence. NOTE: Unless LLNS receives a completed Tax Form W-9, payments for services performed under this Subcontract shall be subject to federal backup withholding, currently at a rate of 28 percent.

OR

C. Federal Tax Forms

Prior to issuing the initial invoice under this Subcontract, the Subcontractor shall submit Federal Tax Form W-8BEN, *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference TBD on all correspondence. NOTE: Unless LLNS receives a completed Tax Form

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W-8BEN, payments for services performed under this Subcontract shall be subject to federal backup withholding, currently at a rate of 30 percent.

D. California Tax Forms

Prior to issuing the initial invoice under this Subcontract, the Subcontractor shall submit California Tax Form 590, *Withholding Exemption Certificate*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference TBD on all correspondence. NOTE: Unless LLNS receives a completed Tax Form 590, payments for services performed under this Subcontract shall be subject to California backup withholding, currently at a rate of 7 percent.

OR

D. California Tax Forms

Prior to issuing the initial invoice under this Subcontract, the Subcontractor shall submit California Tax Form 587, *Nonresident Withholding Allocation Worksheet*, to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384. Please reference TBD on all correspondence. NOTE: Unless LLNS receives a completed Tax Form 587, payments for services performed under this Subcontract shall be subject to California backup withholding, currently at a rate of 7 percent.

For a waiver or reduced withholding rate on payments of California source income, submit California Form 588, *Nonresident Withholding Waiver Request*, or California Form 589, *Nonresident Reduced Withholding Request* directly to the Franchise Tax Board (FTB). California Tax Form 587 must still be submitted to LLNS as directed above. Send a copy of the waiver or reduced rate authorization letter received from the FTB to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-432, Livermore, CA 94551; or by FAX to: (925) 422-2384.

E. Location of Services

If work will be performed within California and outside of California, separately identify on each invoice (by hours and dollars) the amount(s) being invoiced for work performed in California, and the amount(s) being invoiced for each other state in which work was performed.

ARTICLE 8 – SHIPPING AND DELIVERY SITE ACCESS INSTRUCTIONS

A. All shipments shall be sent to the following address.

Lawrence Livermore National Laboratory
For the DOE/NNSA
Subcontract No. TBD
7000 East Avenue
Livermore, CA 94550
Deliveries must be made by 3:30 p.m. Pacific Time.

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- B. All shipments shall be shipped F.O.B. TBD.
- C. All shipments to LLNS shall be shipped by Subcontractor's vehicles or licensed common carriers selected by the Subcontractor.
- D. Shipping charges shall be for the account of the Subcontractor.
- E. Vehicles will be subject to search and delivery personnel will be refused access to the site if they are: (1) not U.S. citizens, (2) in possession of any prohibited items (alcoholic beverages; illegal drugs; explosives; firearms or other dangerous weapons, instruments or materials; binoculars or telescopes; cameras; recording devices; pepper spray or mace, etc.), or (3) accompanied by companions or pets. Individuals entering LLNL will be required to show a valid driver's license, identify themselves as U.S. citizens, and provide other identifying information such as a social security number.

ARTICLE 9 – COORDINATION AND ADMINISTRATION

- A. The LLNS Contract Administrator for this Subcontract is TBD, or designee. All matters relating to the administration, performance and non-technical interpretation of this Subcontract shall be directed to the LLNS Contract Administrator. The Subcontractor shall direct all notices and requests for approval to the LLNS Contract Administrator. The LLNS Contract Administrator will issue any notices or non-technical approvals to the Subcontractor.
- B. The LLNS Technical Representative for this Subcontract is TBD, or designee. The LLNS Technical Representative will provide technical direction in connection with the work to be performed under this Subcontract. The term "technical direction" is defined to include (1) direction to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work description; and (2) the review and approval of technical reports, drawings, specifications, and information to be delivered by the Subcontractor under the Subcontract, where required. The LLNS Technical Representative will issue all technical direction in writing.
- C. The LLNS Technical Representative is not authorized to issue any technical direction which would (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work. Any such change must first be authorized by a written modification to this Subcontract issued by the LLNS Contract Administrator.

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ARTICLE 10 – APPROVAL OF TECHNICAL DATA

If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data (hereinafter called “data”) for LLNS’ approval, LLNS’ approval of the data shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor’s risk.

If the data includes any variation from the Subcontract requirements, the Subcontractor shall describe such variation in writing at the time of submission of the data to LLNS, for LLNS review and approval. If LLNS approves any such variation, the variation will be incorporated into the Subcontract by a bilateral Modification to this Subcontract.

Unless otherwise specified, LLNS requires a period of 10 working days, from date of receipt, to review and approve the data. If LLNS does not approve the data within the allotted time period, the parties will establish a new time period for review and approval of the data and, if necessary, the delivery schedule or completion date will be equitably adjusted.

All submittals shall be sent to the following e-mail address to the maximum extent practical.

TBD@llnl.gov

All submittals that cannot be sent electronically shall be sent to the following address.

Lawrence Livermore National Laboratory
Attention: TBD, Mail Code L-557
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

ARTICLE 11 – PROPERTY

- A. The Subcontractor shall acquire, and/or LLNS will furnish to the Subcontractor, the materials, equipment, supplies, and/or tangible personal property items identified below, for use under this Subcontract.

Subcontractor Acquired Property

TBD

LLNS Furnished Government Property

TBD

- B. All property acquired by the Subcontractor or furnished by LLNS for use under this Subcontract shall be identified, accounted for, controlled, protected, and dispositioned in accordance with the

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GOVERNMENT PROPERTY clause of the GENERAL PROVISIONS. Disposition directions and authorization will be provided by the LLNS Contract Administrator or a LLNS Property Representative.

- C. All property acquired by the Subcontractor or furnished by LLNS under this Subcontract shall be used only for performing this Subcontract and shall not be utilized after the completion, expiration or termination of this Subcontract, for any reason, unless otherwise provided in this Subcontract or approved by the LLNS Contract Administrator or a LLNS Property Representative.

ARTICLE 12 – REPORTS

A. Type of Reports

The Subcontractor shall prepare and submit the following reports to LLNS.

1. Monthly Progress Reports (Type A)

Monthly progress reports shall be submitted by the fifth work day of each month. The progress reports may be informal letter summaries in a format approved by LLNS' representatives. These reports shall contain a description of work performed during the report period and the work planned for the succeeding period.

2. Final Report (Type B)

A final report shall be submitted upon completion of the work and contain a comprehensive summary of all work results and conclusions. The form and content of the final report shall be acceptable to the LLNS Technical Representative. If so requested, a draft copy of the report shall be provided to the LLNS Technical Representative for review prior to final submittal.

B. Distribution of Reports

Reports shall be separately addressed and transmitted to:

Lawrence Livermore National Laboratory
Attention: (Intended Recipient, see below)
P.O. Box 808
7000 East Avenue
Livermore, CA 94551

<u>Type Report</u>	<u>No. of Copies</u>	<u>Recipient</u>
A & B	1	TBD
A & B	TBD	TBD

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With the exception of an authorized representative of DOE/NNSA and those indicated above, the Subcontractor shall not distribute reports of work under this Subcontract to any individual or organization without prior written approval of the LLNS Contract Administrator.

C. Interim Reports

It is understood there will be other information exchanged between the parties from time to time. Such data may be exchanged directly between the parties concerned; formal reporting and distribution is not required in these cases.

ARTICLE 13 – KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed under this Subcontract. Prior to removing, replacing, or diverting such personnel to other projects, the Subcontractor shall notify the LLNS Contract Administrator reasonably in advance and shall submit justification and proposed substitutions with the same or substantially similar qualifications as the individual(s) being removed, replaced or diverted. The Subcontractor shall provide the LLNS Contract Administrator supporting information on the proposed substitutions (resumes, professional training, etc.) in sufficient detail to permit evaluation of the impact on the performance of this Subcontract. No removal, replacement, or diversion shall be made by the Subcontractor without the written consent of the LLNS Contract Administrator, provided, however, the LLNS Contract Administrator may ratify in writing such removal, replacement, or diversion and such ratification shall constitute the consent of the LLNS Contract Administrator.

<u>NAME</u>	<u>TITLE</u>
TBD	TBD

ARTICLE 14 – ACCESS TO LLNL COMPUTER RESOURCES

A. The performance of this Subcontract may require Subcontractor personnel (including lower-tier subcontractor personnel) to use or connect with LLNL computer resources (i.e., computers or computer networks). Any such access and use shall comply with Department of Energy Acquisition Regulation (DEAR) 952.204-77, *Computer Security* (AUG 2006) which is hereby incorporated by reference into this Subcontract; and shall be in accordance with and subject to LLNL Cyber Security Program (LLNL CSP) requirements, including the following.

1. Approval to access specific LLNL computer resources shall be obtained from the appropriate LLNL Information Systems Security Officer (ISSO), through the LLNS Technical Representative.
2. Access to LLNL computer resources by Subcontractor personnel is only permitted as required to perform the work authorized under this Subcontract. Classified computer resources or information shall not be accessed or attempted to be accessed without specific written authorization from the LLNL CSP. Personal and non-work-related use of LLNL computer resources by Subcontractor personnel is prohibited.

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3. Only Subcontractor personnel who are U.S. citizens may access or use LLNL computer resources, unless specific written authorization is granted for each non-U.S. citizen by the LLNL CSP.
 4. Only the approved Virtual Private Network (VPN), Open Terminal Server (OTS) modem pool, or High Performance Computing (HPC) Enclave access methods shall be used to access unclassified LLNL resources. All unclassified computer systems with modems other than facsimile machines must be configured with auto-answer turned off. Modems are prohibited on classified systems.
 5. All software used by Subcontractor personnel on LLNL computer resources must be appropriately acquired and used according to the applicable licensing agreements.
 6. All information or data furnished by LLNS or obtained from or developed on a LLNL computer resource by Subcontractor personnel shall be treated as confidential and protected by the Subcontractor to prevent disclosure to any persons other than those authorized by LLNS.
 7. Computer passwords used by Subcontractor personnel for LLNL computer resources shall comply with the applicable rules and be protected to prevent disclosure to other persons. If a computer password is disclosed, or disclosure is suspected, the Subcontractor shall immediately notify the LLNS Technical Representative and arrange for replacement of the password.
 8. The use at the LLNL of any non-LLNL computing or video conferencing equipment with electronic data transfer capabilities (e.g., personal computers, including portables, laptops, electronic notebooks, personal digital assistants, and handhelds) may not be connected to or used to communicate with any LLNL computer resources without the written approval of the LLNS Technical Representative and the LLNL CSP.
- B. These requirements shall be applicable whether such access is at the LLNL, at the Subcontractor's facility, or elsewhere; and shall be applicable to lower-tier subcontractors and their personnel whose work requires access to LLNL computer resources. The Subcontractor shall report any suspected or actual computer security incident as soon as possible to the appropriate ISSO or, if the ISSO is not available, then directly to the LLNL CSP.
- C. LLNS may monitor the use of LLNL computer resources by network operating software, reviewing the contents of all LLNL computer resources and any computers used to access LLNL computer resources, and other appropriate means.
- D. If the Subcontractor does not comply with the provisions of this article, LLNS may withdraw the Subcontractor's access to LLNL computer resources. Misuse of LLNL computer resources may be a violation of law and could result in appropriate action, including termination for default and/or criminal prosecution.

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ARTICLE 15 - E-VERIFY PROGRAM ENROLLMENT VERIFICATION

This Subcontract is subject to the requirements of the *EMPLOYMENT ELIGIBILITY VERIFICATION* clause of the GENERAL PROVISIONS (FAR 52.222-54).

By acceptance of this Subcontract, the Subcontractor certifies that FAR 52.222-54 will be included in lower-tier subcontracts for Services or Construction in accordance with paragraph (e) of the clause. The Subcontractor is responsible to ensure appropriate lower-tier subcontractors enroll as a *Federal Contractor* in the E-Verify System, which is located at: <https://e-verify.uscis.gov/enroll> and, if requested by the LLNS Contract Administrator, provide a copy of the lower-tier subcontractor's 'Company Information' page printed directly from the E-Verify System.

Additionally, within 30 calendar days after award, the Subcontractor shall demonstrate that it has enrolled as a *Federal Contractor* in the E-Verify System by providing the LLNS Contract Administrator a copy of the Subcontractor's 'Company Information' page printed directly from the E-Verify System.

ARTICLE 16 - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

ARTICLE 17 – OBLIGATIONS OF THE PARTIES

LLNS and the Subcontractor agree that this Subcontract involves cutting-edge technology, research, and development under aggressive schedules. LLNS and the Subcontractor agree (i) that the Subcontractor shall use reasonable efforts to perform in accordance with the milestones, requirements, and/or schedules set forth in this Subcontract, and (ii) to reasonably consider limitations that may occur in meeting obligations under this Subcontract. If the Subcontractor is unable to meet its performance obligations, then LLNS and the Subcontractor hereby agree to negotiate the Statement of Work and/or the Subcontract price, if necessary, to reflect changes to the Subcontractor's performance obligations. LLNS and the Subcontractor agree to use this process to address performance issues before resorting to any rights or remedies available by way of the *DISPUTES* or the *TERMINATION* clauses of the GENERAL PROVISIONS.

ARTICLE 18 – GENERAL PROVISIONS

- A. The clauses incorporated by reference in the attached GENERAL PROVISIONS shall be applicable to this Subcontract based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work as indicated in the GENERAL PROVISIONS. As used therein, the term "Seller" shall mean "Subcontractor," and the terms "Purchase Order" and "PO" shall mean "Subcontract."
- B. This Subcontract is for the conduct of research, development, or demonstration (RD&D) work, or design work involving non-standard types of construction. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall apply. The applicable Patent Rights

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clause of the GENERAL PROVISIONS shall be the clause entitled *PATENT RIGHTS-RETENTION BY THE CONTRACTOR OR PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT*.

- C. This Subcontract shall not involve access to or the generation of classified information or unescorted access to “limited” or “exclusion” security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.
- D. Reserved for Class Advance Waiver provisions, if applicable.

(END OF SCHEDULE OF ARTICLES)