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NOTICE: THIS SAMPLE SUBCONTRACT CONTAINS TERMS AND CONDITIONS THAT WILL BE REQUIRED OF THE SUCCESSFUL OFFEROR.

SUBCONTRACT **NO. B590550**	Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551
Subcontractor: **TBD**	**LLNS Contract Administrator:** Gary M. Ward **Phone:** (925) 423-5952 **E-Mail:** ward31@llnl.gov

Introduction

This is a Fixed Price Subcontract for the delivery and installation of Scalable Units (SUs) at Tri-Laboratory sites, integration of those SUs into fully functional clusters, training, and hardware and software maintenance service, 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: _____ Gary M. Ward
TITLE: _____	TITLE: Contract Administrator LLNL Supply Chain Management Department
DATE: _____	DATE: _____

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SCHEDULE OF ARTICLES
FOR
SUBCONTRACT NO. B590550

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 COMMERCIAL SUPPLIES AND SERVICES (GPs #600B; 12/11/09) *
DRAFT STATEMENT OF WORK (AUGUST 19, 2010)
SECURITY AND SITE ACCESS PROVISIONS (S&SAP, 05/29/09) *
SNL ON-SITE WORK PROVISIONS (07-07-10)
LANL EXHIBIT F – ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS
LANL EXHIBIT G – SECURITY REQUIREMENTS

* The documents and forms marked with an asterisk are available on-line at the following website: http://supplychain.llnl.gov/ (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

In the event any attachments, specifications, drawings or other documents referenced or incorporated in this Subcontract reference "The Regents of the University of California", "University", or "U.C.", all such references shall mean "Lawrence Livermore National Security, LLC" or "LLNS", respectively.

ARTICLE 2 – SCOPE OF WORK

A. The Subcontractor shall deliver and install SUs at the Los Alamos National Laboratory (hereinafter called "LANL"), at the Sandia National Laboratories (hereinafter called "SNL"), and at the LLNL. The Subcontractor shall integrate those SUs into fully functional clusters and provide training and hardware and software maintenance service. The work is more specifically described in the Statement of Work.

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 LANL, SNL, and LLNL, and at other locations approved by LLNS. LANL, SNL, and LLNL are collectively referred to as "Tri-Laboratories," "Tri-Labs," or "Tri-Laboratory" within this Subcontract.

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D. LLNS may, at its option for the Tri-Laboratories, by written unilateral modification to this Subcontract require additional SUs and related service as described in Article 6 – FIXED PRICE OPTIONS.

ARTICLE 3 – SAFETY-RELATED REQUIREMENTS

A. General

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 to this Subcontract, and any other safety-related documents submitted by the Subcontractor and reviewed and accepted by LLNS.

B. 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.

C. LANL and SNL On-Site Requirements

This Subcontract requires Subcontractor personnel (including lower-tier subcontractor personnel) to perform work at LANL and SNL. The Subcontractor (including lower-tier subcontractor personnel) shall comply with security and site access requirements, ES&H requirements, vehicle operation requirements, insurance requirements, and other related on-site work requirements of LANL and SNL, respectively.

D. Work Locations

Upon arrival at the work location, the Subcontractor must report its presence to the work location Point of Contact (POC) indicated below. The Subcontractor shall comply with all safety directions as required by the work location POC.

Work Location(s)	POC	Telephone Number
LANL	TBD	(505) TBD
SNL (NM)	TBD	(505) TBD
SNL (CA)	TBD	(925) TBD
LLNL	TBD	(925) TBD

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ARTICLE 4 – PERIOD OF PERFORMANCE

A. Baseline Award

The work described in ARTICLE 2 - SCOPE OF WORK, Paragraph A., shall be completed in accordance with the milestone payment schedules of this Subcontract. Hardware and software maintenance and training service shall commence upon cluster acceptance by LLNS. The expiration date of this Subcontract shall be three years after the date of the last cluster acceptance.

B. Options

The period of performance shall automatically be extended by the exercising of any or all of options of this Subcontract, as described in ARTICLE 2 – SCOPE OF WORK and ARTICLE 6 – FIXED PRICE OPTIONS. Option exercise shall be at the sole discretion of LLNS. Such modification shall be subject to all provisions of this Subcontract.

ARTICLE 5 – PRICE AND PAYMENT

A. Fixed Price

The total fixed price of this Subcontract is $TBD.

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

Services performed in the State of New Mexico under this Subcontract are subject to New Mexico Gross Receipts Tax (NMGRT). LLNS will pay NMGRT to the State of New Mexico.

B. Allocated Funding Limit

Full funding is not presently available for this Subcontract. The total funding amount currently allocated for payments under this Subcontract (the "allocated funding limit") is $TBD. The allocated funding limit shall cover performance of specific milestones of the milestone payment schedules, identified as follows.

Milestones Authorized for Performance

TBD

It is anticipated that LLNS will periodically increase the allocated funding limit, subject to annual appropriated funding from Congress. LLNS intends to allocate incremental funding during each phase to achieve usable systems or system enhancements. The allocated funding limit may only be changed by a written unilateral modification to this Subcontract issued by the LLNS Contract Administrator, or a designee.

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C. Limitation of LLNS' Liability

LLNS' obligation for payment hereunder is expressly limited to the allocated funding limit of this Subcontract, any other provision to the contrary notwithstanding. In no event shall LLNS' liability to the Subcontractor hereunder exceed the allocated funding limit of this Subcontract. The Subcontractor is not obligated to perform work or otherwise continue performance beyond the milestones specifically authorized for performance and identified in Paragraph B, above.

D. Work Authorization

LLNS will use a phased approach to authorize work under this Subcontract. The Subcontractor is only authorized and obligated to perform work for specific milestones, which are identified in Paragraph B, above. It is anticipated that LLNS will periodically authorize additional milestones for performance, subject to annual appropriated funding from Congress. LLNS will authorize additional milestones for performance under this Subcontract by a written unilateral modification to this Subcontract issued by the LLNS Contract Administrator, or a designee.

E. Invoices – Milestone Payments

1. The Subcontractor shall submit its invoice providing 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 the LLNS Contract Administrator (CA) at:

   ward31@llnl.gov

   An invoice file in .pdf or .tif format is preferred.

2. 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.

3. The terms of payment shall be TBD Days 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.

4. The milestone payment schedules of this Subcontract follow.

   a. The milestone payment schedule for deliverables follows.

Milestone No.	**Milestone Description**	**Due Date**	**Payment Amount**
6.4.1	Detailed Project Plan	7 Days After Subcontract Award	$ TBD

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Milestone No.	Milestone Description	Due Date	Payment Amount
6.4.2	Tri-Laboratory TOSS Final Checkout	04-15-11	$ TBD
6.4.3	TLCC2 Phase 1 Build	06-30-11	$ TBD
6.4.4	TLCC2 SU Phase 1 Delivery & Acceptance	07-15-11	$ TBD
6.4.5	TLCC2 Phase 1 Cluster Integration	07-30-11	$ TBD
6.4.9	TLCC2 Phase 2 SU Build	08-30-11	$ TBD
6.4.10	TLCC2 Phase 2 SU Delivery & Acceptance	09-15-11	$TBD
6.4.11	TLCC2 Phase 2 Cluster Integration	09-25-11	$ TBD
6.4.12	TLCC2 Phase 3 Build	10-15-11	$ TBD
6.4.13	TLCC2 SU Phase 3 Delivery & Acceptance	11-15-11	$ TBD
6.4.14	TLCC2 Phase 3 Cluster Integration	11-30-11	$ TBD
	TOTAL FIXED PRICE		$ TBD

b. The milestone payment schedule for service performed outside the State of New Mexico (i.e., hardware and software maintenance and training) follows. The Subcontractor shall commence service upon SU acceptance by LLNS.

Milestone No.	Milestone Description	Completion Date	Payment Amount
1	Acceptance of first service period for Phase 1 clusters	180 days after the date LLNS accepts Milestone 6.4.5	$ TBD
2	Acceptance of second service period for Phase 1 clusters	185 days after the date LLNS accepts Milestone 1	$ TBD
3	Acceptance of third service period for Phase 1 clusters	180 days after the date LLNS accepts Milestone 2	$ TBD
4	Acceptance of fourth service period for Phase 1 clusters	185 days after the date LLNS accepts Milestone 3	$ TBD
5	Acceptance of fifth service period for Phase 1 clusters	180 days after the date LLNS accepts Milestone 4	$ TBD
6	Acceptance of final service period for Phase 1 clusters	185 days after the date LLNS accepts Milestone 5	$ TBD
7	Acceptance of first service period for Phase 2 clusters	180 days after the date LLNS accepts Milestone 6.4.11	$ TBD

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Milestone No.	Milestone Description	Completion Date	Payment Amount
8	Acceptance of second service period for Phase 2 clusters	185 days after the date LLNS accepts Milestone 7	$ TBD
9	Acceptance of third service period for Phase 2 clusters	180 days after the date LLNS accepts Milestone 8	$ TBD
10	Acceptance of fourth service period for Phase 2 clusters	185 days after the date LLNS accepts Milestone 9	$ TBD
11	Acceptance of fifth service period for Phase 2 clusters	180 days after the date LLNS accepts Milestone 10	$ TBD
12	Acceptance of final service period for Phase 2 clusters	185 days after the date LLNS accepts Milestone 11	$ TBD
13	Acceptance of first service period for Phase 3 clusters	180 days after the date LLNS accepts Milestone 6.4.14	$ TBD
14	Acceptance of second service period for Phase 3 clusters	185 days after the date LLNS accepts Milestone 13	$ TBD
15	Acceptance of third service period for Phase 3 clusters	180 days after the date LLNS accepts Milestone 14	$ TBD
16	Acceptance of fourth service period for Phase 3 clusters	185 days after the date LLNS accepts Milestone 15	$ TBD
17	Acceptance of fifth service period for Phase 3 clusters	180 days after the date LLNS accepts Milestone 16	$ TBD
18	Acceptance of final service period for Phase 3 clusters	185 days after the date LLNS accepts Milestone 17	$ TBD
	TOTAL FIXED PRICE		$ TBD

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c. The milestone payment schedule for service performed in the State of New Mexico (i.e., installation service and training at LANL and SNL-NM) follows.

Milestone No.	Milestone Description	Completion Date	Payment Amount
19	TLCC2 Phase 1, Completion of Installation & Training at LANL	TBD	$ TBD
20	TLCC2 Phase 1, Completion of Installation & Training at SNL-NM	TBD	$ TBD
21	TLCC2 Phase 2, Completion of Installation & Training at LANL	TBD	$ TBD
22	TLCC2 Phase 2, Completion of Installation & Training at SNL-NM	TBD	$ TBD
23	TLCC2 Phase 3, Completion of Installation & Training at LANL	TBD	$ TBD
24	TLCC2 Phase 3, Completion of Installation & Training at SNL-NM	TBD	$ TBD

ARTICLE 6 – FIXED PRICE OPTIONS

A. LLNS and the Subcontractor agree to fixed price options in this Subcontract for the delivery, installation, and integration of additional SUs into clusters and related service.

Option No.	Milestone	Option Milestone Description	Due Date	Payment Amount
1	6.4.6	TLCC2 Phase 1 Option Build	07-30-11	$ TBD
	6.4.7	TLCC2 SU Phase 1 Option Delivery & Acceptance	08-15-11	$ TBD
	6.4.8	TLCC2 Phase 1 Option Cluster Integration	08-30-11	$ TBD
	TBD	TLCC 2 Phase 1 Option, Completion of Installation & Training at LANL	TBD	$ TBD
	TBD	TLCC 2 Phase 1, Completion of Installation & Training at SNL-NM	TBD	$ TBD
2	6.4.15	TLCC2 Phase 3 Option Build	11-15-11	$ TBD
	6.4.16	TLCC2 SU Phase 3 Option Delivery & Acceptance	12-15-11	$ TBD
	6.4.17	TLCC2 Phase 3 Option Cluster Integration	12-30-11	$ TBD
	TBD	TLCC2 Phase 3 Option, Completion of Installation & Training at LANL		
	TBD	TLCC2 Phase 3 Option, Completion of Installation & Training at SNL-NM		
3	TBD	TLCC2 – 1 SU LANL GPU-Enhanced Option Build	TBD	$ TBD
	TBD	TLCC 2 – 1 SU LANL GPU-Enhanced Option Delivery & Acceptance	TBD	$ TBD

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Option No.	Milestone	Option Milestone Description	Due Date	Payment Amount
	TBD	TLCC2, Completion of Installation & Training at LANL		
4	TBD	TLCC2 – 2 SU LANL GPU-Enhanced Option Build	TBD	$ TBD
	TBD	TLCC 2 – 2 SU LANL GPU-Enhanced Option Delivery & Acceptance	TBD	$ TBD
	TBD	TLCC2, Completion of Installation & Training at LANL		
5	25	Acceptance of first service period for Phase 1 option clusters	180 days after the date LLNS accepts Milestone 6.4.8	$ TBD
	26	Acceptance of second service period for Phase 1 option clusters	185 days after the date LLNS accepts Milestone 25	$ TBD
	27	Acceptance of third service period for Phase 1 option clusters	180 days after the date LLNS accepts Milestone 26	$ TBD
	28	Acceptance of fourth service period for Phase 1 option clusters	185 days after the date LLNS accepts Milestone 27	$ TBD
	29	Acceptance of fifth service period for Phase 1 option clusters	180 days after the date LLNS accepts Milestone 28	$ TBD
	30	Acceptance of final service period for Phase 1 option clusters	185 days after the date LLNS accepts Milestone 29	$ TBD
6	31	Acceptance of first service period for Phase 3 option clusters	180 days after the date LLNS accepts Milestone 6.4.17	$ TBD

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Option No.	Milestone	Option Milestone Description	Due Date	Payment Amount
	32	Acceptance of second service period for Phase 3 option clusters	185 days after the date LLNS accepts Milestone 31	$ TBD
	33	Acceptance of third service period for Phase 3 option clusters	180 days after the date LLNS accepts Milestone 32	$ TBD
	34	Acceptance of fourth service period for Phase 3 option clusters	185 days after the date LLNS accepts Milestone 33	$ TBD
	35	Acceptance of fifth service period for Phase 3 option clusters	180 days after the date LLNS accepts Milestone 34	$ TBD
	36	Acceptance of final service period for Phase 3 option clusters	185 days after the date LLNS accepts Milestone 35	$ TBD
7	37	Acceptance of first service period for 1 SU LANL GPU-Enhanced	180 days after the date LLNS accepts Option 3 SU	$ TBD
	38	Acceptance of second service period for 1 SU LANL GPU-Enhanced	185 days after the date LLNS accepts Milestone 37	$ TBD
	39	Acceptance of third service period for 1 SU LANL GPU-Enhanced	180 days after the date LLNS accepts Milestone 38	$ TBD

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Option No.	Milestone	Option Milestone Description	Due Date	Payment Amount
	40	Acceptance of fourth service period for 1 SU LANL GPU-Enhanced	185 days after the date LLNS accepts Milestone 39	$ TBD
	41	Acceptance of fifth service period for 1 SU LANL GPU-Enhanced	180 days after the date LLNS accepts Milestone 40	$ TBD
	42	Acceptance of final service period for 1 SU LANL GPU-Enhanced	185 days after the date LLNS accepts Milestone 41	$ TBD
8	43	Acceptance of first service period for 2 SU LANL GPU-Enhanced	180 days after the date LLNS accepts Option 4 SUs	$ TBD
	44	Acceptance of second service period for 2 SU LANL GPU-Enhanced	185 days after the date LLNS accepts Milestone 43	$ TBD
	45	Acceptance of third service period for 2 SU LANL GPU-Enhanced	180 days after the date LLNS accepts Milestone 44	$ TBD
	46	Acceptance of fourth service period for 2 SU LANL GPU-Enhanced	185 days after the date LLNS accepts Milestone 45	$ TBD
	47	Acceptance of fifth service period for 2 SU LANL GPU-Enhanced	180 days after the date LLNS accepts Milestone 46	$ TBD

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Option No.	Milestone	Option Milestone Description	Due Date	Payment Amount
	48	Acceptance of final service period for 2 SU LANL GPU-Enhanced	185 days after the date LLNS accepts Milestone 47	$ TBD
		TOTAL OPTION PRICES		$ TBD

The total fixed price of this Subcontract with options is $TBD.

B. LLNS may exercise options on or before the following dates.

Option Nos.	Option Expiration Date
1	06-30-11
2	10-15-11
3	TBD
4	TBD
5	06-30-11
6	10-15-11
7	TBD
8	TBD

ARTICLE 7 – SHIPPING INSTRUCTIONS

A. Shipping Addresses. Shipping addresses for this Subcontract follow.

1. Shipments to LLNL.

   Lawrence Livermore National Laboratory
   For the DOE/NNSA
   Subcontract No. B590550
   7000 East Avenue
   Livermore, CA 94550

2. Shipments to LANL.

   Los Alamos National Laboratory for US DOE
   LLNL Subcontract No. B590550
   TBD
   Los Alamos, NM 87545

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3. Shipments to SNL in Albuquerque, NM.

   Sandia National Laboratories
   U.S. NNSA
   TBD
   Albuquerque, NM 87123

4. Shipments to SNL in Livermore, CA.

   Sandia National Laboratories
   U.S. NNSA
   TBD
   Livermore, CA 94551-0969

B. F.O.B. Point: All shipments shall be shipped F.O.B. Destination.

C. Shipping Instructions. All shipments to the Tri-Laboratories shall be shipped by Subcontractor's vehicles or licensed common carriers selected by the Subcontractor.

D. Shipping Charges. Shipping charges shall be for the account of the Subcontractor.

ARTICLE 8 – COORDINATION AND ADMINISTRATION

A. The LLNS Contract Administrator for this Subcontract is Gary Ward, 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 that 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

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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.

D. The SNL Technical Representative for this Subcontract is TBD. The LANL Technical Representative for this Subcontract is TBD. The SNL and LANL Technical Representatives will advise the LLNS Contract Administrator if LLNS may accept or should reject deliverables and services. The SNL and LANL Technical Representatives are subject to the limitations described in Paragraph C. above.

ARTICLE 9 – REPORTS AND SOFTWARE UPDATES

A. Reports and Software Updates

The Subcontractor shall submit reports and software updates as described in the Statement of Work.

B. Distribution of Reports and Software Updates

The Subcontractor shall submit reports and software updates electronically to the following email addresses.

TBD

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 the 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. The data may be exchanged directly between the parties concerned; formal reporting and distribution is not required in these cases.

ARTICLE 10 – 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:

LLNS Furnished Government Property

NONE

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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 *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 11 – 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 for approval by LLNS prior to Subcontractor performance, the approval of the data by LLNS 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 variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If LLNS approves any such variation(s), a change order to the Subcontract shall be issued by LLNS and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

ARTICLE 12 – 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) or Open Terminal Server (OTS) modem pool methods shall be used to access unclassified LLNL resources via modems. 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 13 – ACCESS TO LANL AND SNL COMPUTER RESOURCES

The performance of this Subcontract may require Subcontractor personnel (including lower-tier subcontractor personnel) to use or connect with LANL and SNL computer resources (i.e., computers or computer networks). Any such access and use shall be subject to the particular cyber security requirements of LANL and SNL, respectively. Subcontractor personnel (including lower-tier subcontractor personnel) shall complete COM100 Integrated Computer and Information Security Training (to be completed every 12 months) before using SNL computer resources.

ARTICLE 14 - OBSERVATION AT THE SUBCONTRACTOR'S FACILITIES

LLNS reserves the right to observe and witness all phases of the manufacturing of the ordered items, including design, fabrication, assembly, testing, and inspection, conducted at the Seller's facility or at any of its lower-tier subcontractors' facilities.

ARTICLE 15 – OPEN SOURCE SOFTWARE

LLNS and the Seller agree that any modification to, or derivative of, Open Source Software first produced in the performance of this Subcontract shall be subject to the same license terms of the Open Source Software upon which the modification or derivative is based.

ARTICLE 16 – ON SITE PARTS CACHE

A. The Subcontractor shall provide and replenish spare parts caches at LLNL, LANL, and SNL, as described in the Statement of Work.

B. The Subcontractor's obligation to replenish the spare parts caches shall expire three years after the date of the last cluster acceptance, which includes any option(s) LLNS may exercise under this Subcontract.

C. Title to the spare parts shall vest in the Government upon delivery at the Tri-Laboratories. Title to failed parts returned (for replacements received) by the Tri-Laboratories shall vest in the Subcontractor upon shipment from the Tri-Laboratories. For national security reasons, the Subcontractor agrees that the Tri-Laboratories will not return failed parts that have built-in memory.

ARTICLE 17 - 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.

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ARTICLE 18 - NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS

The requirements of 29 CFR 471, Appendix A to Subpart A are hereby added to the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS. As used therein, the term "Contract" shall mean "this Subcontract" and the term "Contractor" shall mean "the Subcontractor."

The EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT poster is available at the following DOL, OLMS website: http://www.dol.gov/olms/regs/compliance/posterpg.htm

ARTICLE 19 - COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6)

If this Subcontract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the Subcontractor agrees that (1) all items that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Subcontractor plans to offer an item that involves IT that is not initially compliant, the Subcontractor agrees to (1) obtain the LLNS Contract Administrator's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Subcontractor find that the Statement of Work for this Subcontract does not conform to IPv6 standards, it shall notify the LLNS Contract Administrator of such nonconformance and proceed as instructed.

ARTICLE 20 - 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 not 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 not apply.

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.

(END OF SCHEDULE OF ARTICLES)