


SAMPLE

<p align="center">SUBCONTRACT</p> <p align="center">NO. _____</p> <p align="center"><i>(Under Master Agreement No. B570250)</i></p>	 <p>Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551</p>
<p>Subcontractor:</p> <p>The Regents of the University of California [Campus Name] Attention: Attention Address City, California, Zip Code</p>	<p>LLNS Contract Administrator:</p> <p>Contract Administrator Name Phone: (925) 42 - ____ Fax: (925) 42 - ____ E-Mail: _____@llnl.gov</p>

Introduction

The parties to this Subcontract are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and The Regents of the University of California, [Campus Name] (hereinafter called "Subcontractor").

This Subcontract is for certain unclassified research and development work under Master Agreement No. B570250 between the parties, generally described as [Insert description].

Agreement

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
[CAMPUS NAME]**

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY: _____

BY: _____
Contract Administrator Name

TITLE: _____

TITLE: Contract Administrator
LLNL Supply Chain Management
Department

DATE: _____

DATE: _____

**SCHEDULE OF ARTICLES
FOR
SUBCONTRACT NO. _____
UNDER
MASTER AGREEMENT NO. B570250**

ARTICLE 1 – INCORPORATED DOCUMENTS

The following incorporated document of the Master Agreement shall apply to this Subcontract:

- GENERAL PROVISIONS FOR STANDARD RESEARCH SUBCONTRACTS (GPs #300B; 10/01/07)

The following additional documents and forms shall also apply to, and are hereby incorporated as a part of, this Subcontract and are attached hereto: **[INCLUDE AS APPLICABLE]**

Documents

[INCLUDE IF A SOW IS TO BE INCORPORATED]

- STATEMENT OF WORK, entitled _____ (Date)

[INCLUDE IF THE COST PROPOSAL IS TO BE INCORPORATED]

- SUBCONTRACTOR'S COST PROPOSAL (Date)

[INCLUDE IF THERE IS ON-SITE WORK]

- SITE SERVICES REQUIREMENTS (SSR-UC; 10/01/07)
- SECURITY AND SITE ACCESS PROVISIONS (S&SAP; 10/01/07)

[INCLUDE LLNS-PREPARED PWS IF THERE IS ES&H LEVEL 1 ON-SITE WORK]

- PROCURED-SERVICES WORK SHEET (Date)

[INCLUDE UC-PREPARED PLAN IF THE WORK EXCEEDS \$550K AND THERE ARE SUBCONTRACTING OPPORTUNITIES]

- SMALL BUSINESS SUBCONTRACTING PLAN (Date)

Forms

[INCLUDE IF THERE IS SAP WITH AN ACQUISITION COST OF \$5,000 OR MORE]

- SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST (10/01/07)

ARTICLE 2 – SCOPE OF WORK

- A. The Subcontractor shall conduct certain unclassified research and development work, generally described as **[Insert description]**. The work is more specifically described in the attached STATEMENT OF WORK. **[Y/N]This work is a continuation of the work commenced under Intra-University Memorandum Agreement _____.**
- B. The work shall be performed by the Subcontractor at the Subcontractor's facility located at _____, at _____, at the LLNL, and at other locations approved by LLNS.

- C. All travel not included in the Subcontractor’s Cost Proposal must be approved in advance by the LLNS Contract Administrator. All foreign travel must be approved in advance by the LLNS Contract Administrator, even if the cost is included in the Subcontractor’s Cost Proposal.
- D. The Principal Investigator assigned by the Subcontractor for the performance of the research is **[Insert PI’s name]**. If for any reason the Principal Investigator becomes unavailable, the Subcontractor shall notify the LLNS Technical Representative and LLNS Contract Administrators and a mutually acceptable successor shall be assigned.
- E. The Subcontractor shall furnish all personnel, supervision, materials, supplies, facilities, transportation, testing, and other items and services necessary for performance of this work, except as specified in this Subcontract to be furnished by LLNS.
- F. The Subcontractor shall submit three copies of the final and any intermediate reports to the LLNS Contract Administrator and LLNS Technical Representative upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the LLNS Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The LLNS Technical Representative need not approve the Subcontractor’s reported conclusions of the research.
- G. The LLNS Technical Representative for this Subcontract, _____, shall provide technical direction as described in the Master Agreement. The Subcontractor shall promptly proceed with the performance in accordance with the technical direction issued by the LLNS Technical Representative.

ARTICLE 3 – PERIOD OF PERFORMANCE

- A. The period of performance for this Subcontract is from the signature-execution of this Subcontract by both parties through _____. The Subcontractor shall use its reasonable efforts to complete the work during this period.

[Y/N]

The following milestones are scheduled for completion by the indicated dates:

<u>Milestone</u>	<u>Completion Date</u>
[Description]	[Date]

- B. Neither party guarantees that the stated period of performance is sufficient for completion of the work, and the Subcontractor shall cease performance of the work on the last day mentioned above until the Subcontract is modified by the parties to extend the period of performance for such period of time as is appropriate for completion of the work.

[Y/N-INCLUDE IF THERE IS ON-SITE WORK.]
ARTICLE 4 – SAFETY-RELATED REQUIREMENTS

A. Worker Safety and Health Program Requirements

The Subcontractor shall comply with the requirements of the applicable *LLNL Worker Safety and Health Program* as reflected in the incorporated documents of this Subcontract. In addition, the Subcontractor shall assist LLNS in implementing the *LLNL Worker Safety and Health Program* as may be necessary.

[Y/N-INCLUDE IF THERE IS SPECIFIC SAFETY TRAINING.]

B. Safety Training

The safety training requirements listed below are specific to the facility in which, or the LLNL area where, the work will be done. All Subcontractor and lower-tier subcontractor personnel working on-site shall satisfactorily complete the training before commencing work on-site. The Subcontractor shall coordinate the scheduling and location for this training with the LLNS Technical Representative.

[List course number, name, course hours, etc.]

[Y/N-Select the following if Subcontractor or Lower-Tier Subcontractor Personnel will be performing on-site work at Site 300. Note: If selected, the Access to LLNL Computer Resources article must also be included (see clauses/articles folder).]

HS-0096W, Valley Fever (a web based training course or its equivalent)

[Y/N-Include if there is Work at an Off-Site Location OTHER THAN a Subcontractor or Lower-Tier Subcontractor Facility.]

C. Off-Site 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

ARTICLE 5 – ESTIMATED COST AND ALLOCATED FUNDING

**[SELECT ONE OF THE FOLLOWING VERSIONS OF PARAGRAPH A]
[IF LISTING LABOR EFFORT]**

A. Estimated Cost.

The estimated cost for the Subcontractor's performance of this Subcontract is \$ _____, and is based upon the following estimated levels of effort necessary to perform the work:

<u>Category</u>	<u>No. of Staff</u>	<u>No. of Months</u>
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[IF INCORPORATING COST PROPOSAL]

A. Estimated Cost

The estimated cost for the Subcontractor's performance of this Subcontract is \$ _____, and is based on the Subcontractor’s cost proposal incorporated into this Subcontract.

**[SELECT ONE OF THE FOLLOWING TWO VERSIONS OF PARAGRAPH B.]
[IF FULLY FUNDED]**

B. Fully Funded

This Subcontract is fully-funded and is subject to the *LIMITATION OF COSTS* clause of the GENERAL PROVISIONS. The funding amount currently allocated to this Subcontract is equal to the estimated cost amount identified in Paragraph A., above.

[IF INCREMENTALLY FUNDED]

B. Incrementally Funded

This Subcontract is incrementally funded and is subject to the *LIMITATION OF FUNDS* clause of the GENERAL PROVISIONS. The funding amount currently allocated to this Subcontract is \$ _____ and covers _____. **[Describe what period or work the incremental funding covers]**

It is contemplated that further allocations of funds, up to the total of the estimated cost identified above, will be made by LLNS, by a written unilateral modification to this Subcontract. Modifications shall not be considered as authorization to exceed the estimated cost or the allocated funding amount unless they contain a statement increasing the estimated cost or funding amount.

The allocated funding amount specified above for the payment of allowable costs shall be the limit of LLNS's liability for all costs under this Subcontract, any other provision of this Subcontract notwithstanding, and shall not be exceeded by the Subcontractor.

The Subcontractor shall notify the LLNS Contract Administrator in writing at least five working days prior to stopping the work to avoid exceeding the allocated funding amount specified above.

ARTICLE 6 - INVOICES AND PAYMENT

- A. All invoices shall identify the Master Agreement number and Subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or facility and administration costs.
- B. Invoices shall also bear the following certification signed by a responsible official of the Subcontractor:

“The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work.”

- C. All invoices shall be submitted to the LLNS Subcontract Administration Support Section (“SASS”) at the following address:

Lawrence Livermore National Laboratory
Attention: SASS Group, L-650
P.O. Box 5012
Livermore, CA 94551

[Y/N-Include D. if any SAP of \$5K or more is identified in the "Property" Article]

- D. All invoices requesting reimbursement for any property acquired by the Subcontractor with an acquisition cost of \$5,000.00 or more shall be accompanied by a completed copy of the attached SUBCONTRACTOR ACQUIRED PROPERTY IDENTIFICATION LIST.

ARTICLE 7 – PROPERTY

- A. The Subcontractor is authorized to acquire for use under this Subcontract the equipment and other tangible personal property identified in the Subcontractor’s cost proposal of this Subcontract, including the property items identified below, if any:

Subcontractor Acquired Property (Items with an estimated acquisition cost of \$5,000 or more to be reimbursed as direct item of cost)

[List / Describe (name, make, model, etc.) or “NONE”]

Other purchases of equipment or other tangible personal property for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract require the LLNS Contract Administrator’s prior written approval.

- B. LLNS shall furnish to the Subcontractor the materials, equipment, supplies, and/or tangible personal property items identified below, if any, for use under this Subcontract:

LLNS Furnished Government Property:

[List / Describe (name, make, model, etc.) or “NONE”]

[Y/N – INCLUDE ARTICLE 8 IF ANY SHIPMENTS WILL BE RECEIVED.]

ARTICLE 8 – SHIPPING INSTRUCTIONS

- A. All shipments shall be sent to the following address:
[Revise as Appropriate]
Lawrence Livermore National Laboratory
For the U.S. Department of Energy
Subcontract No. _____
7000 East Avenue
Livermore, CA 94550
- B. F.O.B. Point. All shipments shall be shipped F.O.B. **Destination OR Shipping Point.**
- C. Shipping Instructions. **[IF F.O.B. Destination]**All shipments to LLNS shall be shipped by Subcontractor’s vehicles or licensed common carriers selected by the Subcontractor. **[IF F.O.B. Shipping Point]**All shipments to LLNS shall be shipped via _____.**[See the Shipping Addresses & Instructions document.]**
- D. Shipping Charges. **[IF F.O.B. Destination]**Shipping charges shall be for the account of the Subcontractor. **[IF F.O.B. Shipping Point]**Shipping charges shall be for the account of LLNS. Ship via _____, freight collect. Mark Bill of Lading: Bill Recipient’s Account No. _____.

ARTICLE 9 - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Subcontract, the Subcontractor certifies that, 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 10 - GENERAL PROVISIONS

[SELECT]

ALTERNATE IV of the *RIGHTS IN DATA-GENERAL* clause (FAR Clause 52.227-14) referenced in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall apply, since software is not specified for delivery and no other special circumstances exist.

[OR]

ALTERNATE IV of the *RIGHTS IN DATA-GENERAL* clause (FAR Clause 52.227-14) referenced in the *CLAUSES INCORPORATED BY REFERENCE* clause of the GENERAL PROVISIONS shall not apply, since software is specified for delivery or other special circumstances exist.

[SELECT IF SUBCONTRACTOR PERSONNEL WILL HAVE ACCESS TO / USE ANY LLNL COMPUTERS.]

ARTICLE 11 – ACCESS TO LLNL COMPUTER RESOURCES

- A. The performance of the Subcontracts 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 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 a 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.
 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 Open Terminal Server (OTS) modem pool method 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.

(END OF SCHEDULE OF ARTICLES)