GENERAL TERMS AND CONDITIONS

For Fixed Price Commercial Supplies and Services

INDEX

1. DEFINITIONS 1
2. SCOPE; ENTIRE AGREEMENT AND ORDER OF PRECEDENCE 1
3. SELLER ACCEPTANCE OF SUBCONTRACT 2
4. SERVICES 2
5. KEY PERSONNEL 2
6. TITLE AND RESPONSIBILITY 2
7. INSTRUCTIONS FOR PACKAGING 3
8. APPROVAL OF TECHNICAL DATA 3
9. TRAVEL 3
10. INVOICES AND PAYMENTS 3
11. EXTRAS 3
12. TAX AND BUYER EXEMPTION 3
13. INSPECTION AND ACCEPTANCE OF COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES 4
14. QUALITY OF ITEMS AND COUNTERFEIT PARTS 4
15. WARRANTY 4
16. LIMITATION OF LIABILITY 5
17. INDEMNITY 5
18. CONFIDENTIALITY 5
19. MATERIAL BREACH 5
20. ASSIGNMENT 5
21. INDEPENDENT CONTRACTOR 5
22. PERMITS, LICENSES, AND APPLICABLE LAWS 5
23. DISPUTES AND GOVERNING LAW 5
24. EXPORT CONTROL 6
25. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT 6
26. TIME IS OF THE ESSENCE 6
27. EXCUSABLE DELAYS 6
28. PUBLICITY 6
29. CLAUSES INCORPORATED BY REFERENCE 6

1. DEFINITIONS

As used in the Subcontract, the term:

a. "Buyer" means the Board of Trustees of the Leland Stanford Jr. University ("University"), or any duly authorized representative thereof, acting through SLAC National Accelerator Laboratory ("SLAC"), under its Management and Operating Contract with the United States Department of Energy ("DOE").

b. "Commercial product" or "commercial service" has the meanings set forth in FAR 2.101, as updated from time to time.

c. "Government" means the government of the United States of America.

d. "Micro-Purchase Threshold" shall mean the threshold defined in FAR 2.101, as updated from time to time.

e. "Procurement Specialist" means Buyer's designated contracting officer with the authority to bind Buyer. Unless otherwise provided in writing herein, no other Buyer personnel or agents possess such authority. Procurement Specialist may also be referred to as "Subcontract Administrator" in the Subcontract.

f. "Seller" means the firm (individual person and/or entity) supplying the materials, supplies or services under the Subcontract. Seller may also be referred to as supplier, Subcontractor or vendor.

g. "Seller Representative" means Seller's primary point of contact for Buyer, designated by Seller as responsible for leading and organizing the services to be provided herein.

h. "Simplified Acquisition Threshold" shall mean the threshold defined in FAR 2.101, as updated from time to time.

i. "Technical Representative(s) or Service Manager(s)," if one or more is designated in this Subcontract, shall mean Buyer's agent(s) for all technical inquiries and oversight. The Technical Representative or Service Manager has the authority to provide clarifying instruction or grant approvals in the manner defined in the Subcontract, but not to modify or amend any term of this Subcontract, nor to commit Buyer funds.

2. SCOPE; ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

a. The scope of the Subcontract shall be limited to the acquisition of commercial products or services, on a fixed-price basis.

b. The Subcontract may consist of any or all of the following documents: (1) signed Subcontract or Purchase Order, including any special

terms and conditions attached thereto; (2) these terms and conditions and any on-site supplemental terms and conditions (for services provided at Buyer's site); (3) Statement of Work,; (4) any other Buyer referenced and incorporated clauses, provisions, and documents; (5) Buyer-furnished Government Property; and (6) Seller's written and accepted proposal. These documents comprise the entire agreement between the parties and supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

c. Any conflicts and/or inconsistencies in the documents identified above comprising this Subcontract shall be resolved by giving precedence in the order they are listed above, with the first numbered item(s) having the highest precedence, and each following item(s) having successively lower precedence.

d. Except as otherwise provided in this Subcontract, the term "Sub-Subcontract" includes lower-tier subcontracts and purchase orders under this Subcontract, and the terms "subcontractor" or "sub-subcontractor" shall mean Seller's subcontractor.

3. SELLER ACCEPTANCE OF SUBCONTRACT

a. Seller's acknowledgement, commencement of performance, or acceptance of payment, whichever occurs first, shall constitute Seller's unqualified acceptance of the Subcontract.

b. Seller, by accepting the Subcontract, does hereby agree that (i) this Subcontract sets forth the entire agreement between the Buyer and the Seller and supersedes any prior offers, negotiations, and agreements concerning the subject matter of this Subcontract, and (ii) no form, document, or additional or differing terms supplied by the Seller shall constitute a part of the Subcontract or have any effect, regardless of where they are included, unless specifically and expressly accepted in writing by the Procurement Specialist.

4. SERVICES

a. The Seller shall be responsible for the professional quality, technical accuracy and the coordination of all data, reports, documentation, and other services furnished by the Seller under this Subcontract, as applicable. The Seller shall, without additional compensation, correct or revise any errors or deficiencies in its data, reports, documentation, and services.

b. The Seller shall manage its own services, consult regularly with the Buyer, communicate with members of the project team, and regularly report progress to the Buyer. In addition, as may be necessary, the Seller shall coordinate with Buyer's Technical Representative or Service Manager, research and develop applicable design or other technical criteria and documentation and attend project meetings. The Seller will make available the services of certain of its employees, as contractually required, for the purpose of personally rendering expert advice and assistance to the Buyer in connection with the performance of services under this Subcontract.

c. The extent and character of the services to be provided by Seller shall be subject to the general oversight, supervision, direction, control, and approval of Buyer. Neither the Buyer's reviews, approval or acceptance of, nor payment for, the services under this Subcontract shall be construed to operate as a waiver of any rights under this Subcontract, or of any cause of action arising out of the performance of this Subcontract, and the Seller shall be and remain liable to the Buyer, in accordance with applicable law, for all damages to the Buyer caused by the Seller's negligence or misconduct.

5. KEY PERSONNEL

a. Seller Representative shall: (A) devote a reasonable amount of time to the services to be provided herein; (B) be closely involved and continuously responsible for the conduct of the services; (C) not be replaced unless pre-approved in writing by Buyer; and (D) promptly advise Buyer if she/he will devote substantially less effort to the services hereunder than anticipated or otherwise set forth in the Subcontract.

b. Any of Seller's key technical personnel identified in the Subcontract and assigned to perform the services hereunder shall not be assigned to other work that will interfere with the services they are to provide under this Subcontract, without prior, written approval from Buyer, except in circumstances beyond the reasonable control of Seller. If such circumstances arise, Seller shall inform the Procurement Specialist of such reassignments within five (5) business days of the occurrence of such circumstance(s). A replacement individual shall be assigned by the Seller, subject to prior approval by the Procurement Specialist, within ten (10) business days. If an acceptable individual is not identified, Buyer may terminate this Subcontract immediately.

6. TITLE AND RESPONSIBILITY

a. Title to the material and supplies purchased hereunder shall pass to the Government at the point of delivery to the Buyer; and, if purchased F.O.B. Shipping Point, delivery to the carrier by the Seller shall be deemed delivery to the Buyer. No insurance charges will be allowed unless specifically authorized in the Subcontract.

b. Except as otherwise provided in the Subcontract (i) the Seller shall be responsible for the supplies covered by the Subcontract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) the Seller shall bear all risks as to rejected supplies after notice of rejection, except that the Buyer shall be responsible for the loss, or destruction of, or damage to, the supplies, if loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Buyer acting within the scope of their employment.

c. The actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Seller.

7. INSTRUCTIONS FOR PACKAGING

Packing and packaging shall be adequate to prevent damage when shipped by common carrier or another method utilized. Seller shall be solely responsible for any damage resulting from improper packaging, containerizing, or lack thereof. The Seller shall indicate the Subcontract and/or Purchase Order number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package. The use of environmentally sustainable packaging materials is required.

8. APPROVAL OF TECHNICAL DATA

a. If this Subcontract requires the Seller to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the Buyer prior to Seller performance, the approval of the data by the Buyer shall not relieve the Seller 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 Seller's risk.

b. If the data includes any variations from the Subcontract requirements, the Seller shall describe such variations in writing at the time of submission of the data. If the Buyer approves any such variation(s), a change order to the Subcontract shall be issued by the Buyer and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

9. TRAVEL

Only when travel is included as part of the performance under the Subcontract and is set forth as a specific cost/price element in the Subcontract, the following requirements shall apply:

a. Expenses incurred for travel, lodging, meals, and incidental expenses shall be reimbursed only to the extent that they comply with Buyer's travel reimbursement guidelines. The Seller shall submit with its invoice itemized receipts showing proof of payment for expenses in excess of $75. If travel is not reimbursed on a cost-basis, then the requirements of this paragraph do not apply.

b. To the extent any foreign travel (outside the U.S.) is required under this Subcontract, it shall be conducted pursuant to the requirements contained in DOE Order 551.1, "Official Foreign Travel" or any subsequent version of the Order in effect at the time of award. All foreign travel requests must be entered into the DOE Foreign Travel Management System (FTMS) within 60 calendar days before the proposed departure date. Travelers must contact the Procurement Specialist for the necessary foreign travel forms and processes well in advance of the FTMS deadline. All foreign travel request forms are to be submitted to the Travel Office for entry into FTMS.

c. No such foreign travel shall be taken until a DOE FTMS Foreign Travel Approval Number has been obtained from the SLAC Travel Office and transmitted to the Seller. Reimbursement for foreign travel incurred without a FTMS Approval Number will not be allowed. More information can be found at the SLAC Travel Office's website, at https://travel.slac.stanford.edu/.

10. INVOICES AND PAYMENTS

a. Except as otherwise provided in the Subcontract, no later than 30 days upon Buyer's acceptance and receipt of invoices satisfactory to Buyer, whichever occurs later, the Seller shall be paid the amounts agreed, less deductions and discounts if any. Payments shall be made by check or automated clearing house (ACH) as agreed.

b. Unless otherwise specified, partial payments will not be made. This, however, does not preclude payments for partial shipments of completed deliverables (as distinguished from components).

c. At minimum, all invoices shall contain the information required by Buyer, available at https://suppliers.slac.stanford.edu/doing-business-slac/invoicing-and-reimbursement, incorporated herein by reference. All invoices shall reference applicable Purchase Orders by Buyer Purchase Order number, and the applicable line item numbers or other item number specified on the Purchase Order or Subcontract.

d. For Sellers providing services in California and if Seller is not a California resident or entity, or does not have an office in California, the invoice must specify the number of hours and amount being invoiced for services performed in California.

e. All invoices shall be submitted to ap@slac.stanford.edu or to the following address:

SLAC National Accelerator Laboratory
c/o Accounts Payable, MS 09 OR c/o Accounts Payable DISCOUNT DESK, MS 09 (for invoices with discount terms)
2575 Sand Hill Road
Menlo Park, California 94025

11. EXTRAS

Except as otherwise provided in the Subcontract no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Procurement Specialist.

12. TAX AND BUYER EXEMPTION

a. Except as may be otherwise provided in the Subcontract, the selling price includes all applicable federal taxes in effect on the date of this

Subcontract but does not include any state or local sales, use, or other tax directly applicable to the completed supplies or services covered by the Subcontract nor any other tax, duties, tariffs, and similar fees from which the Seller or this transaction is exempt. Upon request of the Seller, the Buyer shall furnish, unless no legal basis exists therefore, a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the Seller's price pursuant to this Article.

b. For Sellers providing services, the Buyer will automatically withhold from any invoice paid appropriate taxes, if required by the U.S. Internal Revenue Service and the California Franchise Tax Board.

c. The Seller agrees to notify Buyer of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which Seller has reason to believe may be inapplicable or invalid, and which would be reimbursable or the Buyer has claimed an exemption hereunder. The Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the Buyer, and to take such steps as may be required by the Buyer to cause such tax, fee, or charge to be paid under protest and, if so directed by the Buyer, to cause to be assigned to the Buyer or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the Buyer or its designee to join with the Seller in any proceedings for the recovery thereof or to sue for recovery in the Seller's name.

13. INSPECTION AND ACCEPTANCE OF COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES

a. All supplies (which term throughout this article includes without limitation raw material, components, intermediate assemblies, and end products) shall be subject to inspection, test and expediting by the Buyer and/or the Government to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

b. In case any supplies or lots of supplies are defective in material or workmanship or are otherwise not in conformity with the requirements of this Subcontract, the Buyer shall have the right either to reject them (with or without instruction as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the Buyer, corrected in place, by and at the expense of the Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails to promptly remove such supplies or lots of supplies which are required to be removed, or to promptly replace or correct such supplies or lots of supplies, the Buyer either (i) may by order or otherwise replace or correct such supplies and charge to the Seller the cost occasioned the Buyer thereby, or (ii) may terminate this order for default in accordance with the applicable FAR clause(s). Unless the Seller corrects or replaces such supplies within the delivery schedule, the Buyer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.

c. If any inspection or test is made by the Buyer and/or the Government on the premises of the Seller or a subcontractor, the Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer and Government inspectors in the performance of their duties. If Buyer and/or Government inspection or test is made at a point other than the premises of the Seller or a subcontractor, it shall be at the expense of the Buyer except as otherwise provided in this order; Provided that, in case of rejection the Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Buyer and/or Government shall be performed in such a manner as not to unduly delay the work. The Buyer reserves the right to charge to the Seller any additional cost of Buyer and/or Government inspection and test when supplies are not ready at the time such inspection and test are requested by the Seller or when re-inspection or re-test is necessitated by prior rejection.

d. Notice of rejection shall be provided within forty-five (45) days of the receipt of the items or completion of services. If no such notice of rejection is provided within the aforementioned time, or if the Procurement Specialist formally accepts the item or services in writing, such item or services shall be deemed accepted, provided, however, this period may be extended to thirty (30) days after the date of discovery of a material defect (if such date is later) if (1) the Buyer could not have reasonably discovered such a material defect from a reasonable inspection; or (2) the defect is of the type specified in the Article, "Quality of Items and Counterfeit Parts," below.

e. The Seller shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Seller shall be kept complete and available to the Government during the performance of this order and for such longer period as may be specified elsewhere in this order.

14. QUALITY OF ITEMS AND COUNTERFEIT PARTS

All item(s), including any materials and supplies furnished by the Seller in performance of any services, shall as a minimum: (1) be new and genuine, or reconditioned and so identified and warranted as new, genuine and not of such age or so deteriorated as to impair their usefulness or safety; and (2) not contain any counterfeit or suspect materials, parts, or components. The furnishing of reconditioned items must be specified and mutually agreed in the Subcontract or pre-approved in writing by the Buyer's Procurement Specialist. Types of materials, parts, and components known to have been counterfeit or suspect include, but are not limited to: electrical components, piping, fittings, flanges, and fasteners. Any acceptance of items or materials delivered to Buyer not meeting these minimum requirements shall be deemed null and void, and at minimum, Buyer shall be entitled to replacement at no cost or refund at any time after such defects are reasonably discovered.

15. WARRANTY

Seller at a minimum warrants that all services, supplies and materials delivered hereunder shall be free from all defects in materials, workmanship and Seller's design and engineering documentation, and shall comply with all the requirements of the Subcontract. The Seller further warrants that the data and documentation provided by Seller or its suppliers shall be complete and accurate, and may be relied upon by Buyer. The warranty shall begin upon acceptance and extend for a period of the manufacturer (as applicable) or Seller's standard warranty period or one year, whichever is longer. If any nonconformity appears within that time, Buyer, in addition to any other rights and remedies

provided by law, or under other provisions of this Subcontract, may require Seller to repair or replace the goods and/or re-perform the services at no increase in price, or to reduce the Subcontract price to reflect the reduced value of the Sellers' performance. When supplies are returned, the Seller shall bear the risk of loss and transportation cost. If Seller fails to replace or repair the goods or re-perform the services within 10 days of Buyer's written notice to do so, Buyer shall have the right by contract or otherwise to replace or repair the goods or re-perform the services, and charge the Seller the cost occasioned thereby.

16. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable for consequential damages resulting from this Subcontract.

17. INDEMNITY

The Seller shall indemnify, defend, and hold harmless the Board of Trustees of the Leland Stanford Junior University, the Government of the United States, and their respective trustees, contractors, officers, agents, and employees from and against all claims of noncompliance with or violation of applicable laws or regulations, any and all loss, property damage, expense, personal injury, death, or other liability arising out of or related to the performance of the work hereunder by Seller or Seller's agents, provided that such loss is not caused by the gross negligence or willful misconduct of the Buyer. The Seller shall also pay any cost and/or attorneys' fees that may be incurred by any of the above-name indemnities in enforcing this indemnity.

18. CONFIDENTIALITY

a. Except to the extent required by governing law or necessary to report fraud, waste, or abuse to the Government, Seller, its employees, contractors, and agents shall not reproduce or disclose any information, knowledge, or data of the Buyer that the Seller receives or has access to in connection with this Subcontract when such information, knowledge, or data is marked confidential, proprietary, trade secret, official use only, or is otherwise so expressly designated by the Buyer, the Government, or third-party contractors.

b. The Seller shall have appropriate agreements or policies with its employees, agents, and lower-tier subcontractors to ensure compliance with this clause.

19. MATERIAL BREACH

In the event that Seller breaches any of its material obligations under this Subcontract, Buyer may provide written notice to Seller specifying the nature of the default, requiring it to cure such breach, and stating its intention to terminate this Agreement if such breach is not cured within thirty (30) days. If such breach is not cured within thirty (30) days after the receipt of such notice and such breach remains uncured, Buyer, in its sole discretion, shall be entitled to terminate the Subcontract, or portions thereof, for cause immediately by written notice to Seller. If Buyer terminates the Subcontract in accordance with the foregoing, Seller shall be responsible for all costs and expenses that Buyer incurs to cure the applicable breach(es) and to complete or replace any unfinished services or deliverables, irrespective of whether Buyer conducts such work itself or through another third party. Nothing in this provision is intended to prevent Buyer from seeking immediate equitable or injunctive relief, or to avail itself of any of the other remedies available to it under this Subcontract or at law.

20. ASSIGNMENT

Neither the Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Seller except as expressly authorized in writing by the Procurement Specialist, provided that the Seller or its assignee's rights to be paid amounts due as a result of performance of the Subcontract may be assigned to a bank, trust company or other financing institution, including any federal lending institution. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Buyer against Seller.

21. INDEPENDENT CONTRACTOR

Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform work under the Subcontract shall be Seller's employees exclusively, without any relation whatsoever to Buyer or its affiliates.

22. PERMITS, LICENSES, AND APPLICABLE LAWS

In performance of the Subcontract, Seller shall, at its own expense, comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Seller must, at its own expense, have and maintain the license(s) and/or certification(s) appropriate to its trade, issued by the relevant trade association, or regulatory or administrative agency.

23. DISPUTES AND GOVERNING LAW

a. The parties shall attempt to resolve any dispute, controversy, or claim arising out of or related to this Subcontract in good faith, by direct, informal negotiations. Pending resolution of the dispute, claim, or controversy, the Seller shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.

b. All disputes under this Subcontract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in

equity.

c. The parties submit all their disputes arising out of or in connection with this Subcontract to the exclusive jurisdiction of the state or federal courts located in the Northern District of California.

d. Any substantive issue of law shall be determined in accordance with the body of applicable federal law. If there is no applicable federal law, the law of the State of California shall apply.

e. Seller shall have appropriate agreements or policies with its employees, agents, and next-tier subcontractors to ensure compliance with this clause.

24. EXPORT CONTROL

a. Seller agrees that it shall not provide, deliver, or display any information, materials, or products subject to United States export controls, including those subject to the Export Administration Regulations ("EAR") administered by the Commerce Department or the International Traffic in Arms Regulation ("ITAR") administered by the State Department unless it provides written notice of the same at least 20 calendar days prior to the delivery or display to the Procurement Specialist.

b. If any information, materials, or products delivered are subject to such controls, Seller shall provide applicable export control classification numbers or other information requested by the Buyer to comply with applicable export laws and regulations.

25. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT

If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $15,000.00 and is otherwise subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

26. TIME IS OF THE ESSENCE

The Seller shall undertake the services hereunder diligently with such forces as the Seller determines are necessary to complete the work of this Subcontract within the times specified in the Subcontract.

27. EXCUSABLE DELAYS

The Seller shall be liable for delays, unless such delays are caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, pandemics, epidemics, quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Seller shall notify the Buyer in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the Buyer written notice of the cessation of such occurrence.

28. PUBLICITY

Seller shall not release any advertising copy or other publicly available information mentioning Buyer or quoting the opinion of any of Buyer's employees. Seller shall not state or imply in advertising or other copy that Buyer, the Government, or their employees endorse in any way Seller's products or services. The Seller and its employees, agents, or contracts shall not use or exploit "Stanford University," "SLAC," or any other trademark or logo owned by the Buyer or the Government, unless necessary to perform the Subcontract and if prior, written approval of Buyer of such use is received by Seller.

29. CLAUSES INCORPORATED BY REFERENCE

The Federal Acquisition Regulation ("FAR") and 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 the Subcontract as prescribed below or as prescribed by the clauses' prescriptives. If a condition listed next to the listed clause is inapplicable, then the clause is not incorporated by reference. As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity ("Subcontractor" or "Seller") who entered into the Subcontract with the Buyer; the term "subcontractor" shall mean the Subcontractor/Seller's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the Buyer, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, and 52.227-19, 52.204-10 in which clauses "Government" shall mean the Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-76SF00515 with the Buyer. The Seller shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) if contractor

	may have Federal contract information residing in or transiting through its information system
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015) if the Subcontract includes the Equal Opportunity clause
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016), unless the Subcontract is entirely exempt from the requirements of Executive Order 11246
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706) if FAR 52.222-6 or FAR 52.222-41 applies and is to be performed in whole or in part in the United States
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), ALT I (JUL 1995), if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (ALTERNATE I)
FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011) if the subcontractor will provide operation of Government-owned or -leased facilities and all solicitations and contracts for support services at Government-owned or -operated facilities.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016), if the Subcontract involves delivery or use of such substances
FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016), if the Subcontract involves the maintenance, service, repair, or disposal of such equipment
FAR 52.223-13	ACQUISITION OF EPEAT®–REGISTERED IMAGING EQUIPMENT (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-14	ACQUISITION OF EPEAT®–REGISTERED TELEVISIONS (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020), if the Subcontract involves delivery or use of energy consuming products at Buyer's or another Federally controlled facility
FAR 52.223-16	ACQUISITION OF EPEAT®–REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) ALT I (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA- DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018), if the subcontract involves the use of any EPA-designated products
FAR 52.223-20	AEROSOLS (JUN 2016)
FAR 52.223-21	FOAMS (JUN 2016)
FAR 52.224-3	PRIVACY TRAINING (JAN 2017), if Subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002), if royalties exceeding $250 are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014), with Alternates I (DEC 2007) and V (DEC 2007), and Alternate VIII of DEAR 952.227-14 applies if any data, including technical data or computer software, will be produced, furnished, acquired or delivered under this Agreement. The text for Alternate VIII may be found at this link If delivery of Limited Rights Data is required, then add Alternate II (DEC 2007) with the following five purposes to be added at the end of paragraph (a) of the clause: 1. Use (except for manufacture) by other contractors; 2. Evaluation by non-government evaluators: 3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific

subcontract is a part, for information and use in connection with the work performed under each subcontract;

4. Emergency repair or overhaul work; and

5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

If delivery of Restricted Computer Software is required in the Subcontract, then Alternate III (DEC 2007) shall apply.

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007), in place of all other data rights clauses, if the Subcontract solely involves the acquisition of commercially available computer software and a GSA/Subcontractor Multiple Award Federal Supply Schedule Contract is not applicable

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG CARRIERS (JUN 2003), if the Subcontract may involve international air transportation

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010), if subject to the provisions of 10 CFR part 707

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $2,500:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (AUG2018) if the Subcontract is principally for the furnishing of services in the United States through the use of "service employees" unless the Subcontract qualifies for class deviation under Section 4(b) of the McNamara- O'Hara Service Contract Act or any other exception available under Federal law (see, e.g., 29 C.F.R. §§ 4.115, 4.123(e))

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014), if FAR 52.222-41 applies

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018), if FAR 52.222-41 applies, and the Subcontract is a multi-year contract, or the Subcontract is a contract with options to renew exceeding the Simplified Acquisition Threshold

FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) if FAR.222-6 or 52.222-41 applies and is to be performed in whole or in part in the United States

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987). Use Alternate I (APR 1984) for services when no supplies are to be furnished. Use Alternate II (APR 1984) for services when supplies are to be furnished. Use Alternate V (APR 1984) for R&D.

DEAR 970.5222-1 Collective Bargaining Agreements Management and Operating Contracts (Dec 2000) if Agreement is for protective services or other services performed on-site which will affect the continuity of operation of the facility

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the work is performed on-site at a DOE-owned or leased facility

THE FOLLOWING CLAUSE APPLY IF THE SUBCONTRACT IS FOR $3,500 OR MORE:

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION MAY 2022), unless the services or supplies provided are for the purchase of a Commercially Available Off-The-Shelf ("COTS") item or services are performed entirely outside the United States

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE MICRO-PURCHASE THRESHOLD:

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE (JUN 2020)

FAR 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022)

FAR 52.225-1 BUY AMERICAN – SUPPLIES (OCT 2022)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR $15,000 OR MORE:

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR $30,000 OR MORE:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020), solely incorporated to the extent Seller exceeds the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, in which case, Seller shall provide the required information to allow the Buyer to meet its obligations as a prime contractor unless such information is publicly available per (d)(3)(ii)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS $35,000:

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021), if applicable as set forth in FAR 9.405-2(b)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS $100,000:

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS $150,000:

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020). For acquisition of commercial items, use the clause with Alternate I (NOV 2021)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022), unless there are no subcontracting opportunities

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010), if the Subcontract will be performed wholly or partially in the United States

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MAY 2014), if FAR 52.222-41 applies, but FAR 52.222-43 does not apply

FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010), if (1) supplies are identified in the Subcontract to be accorded duty-free entry will be imported into the customs territory of the U.S.; or (2) other foreign supplies in excess of $15,000 may be imported into the customs territory of the U.S.

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013), if the Subcontract is to perform wholly or partly in the United States or its outlying areas and if a fixed-price contract is contemplated

FAR 52.242-13 BANKRUPTCY (JUL 1995)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS $500,000:

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016), solely with respect to providing the information in subparagraph (f) the clause and public availability of the information provided

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS $750,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) unless the Seller is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS $6 MILLION AND A PERFORMANCE PERIOD OF MORE THAN 120 DAYS:

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(END OF GENERAL PROVISIONS)

Article X - Subcontractor Cyber Security Requirements

Subcontractor agrees to handle data and other information ("Data") with a standard of care at least as rigorous as that specified in the University's Minimum Security Standards, located at https://minsec.stanford.edu ("Guidelines"), which are hereby incorporated by reference into the Agreement. Prior to performing Services which require access to, transmission of, and/or storage of the University's Moderate or High Risk Data, as defined in the Guidelines, Subcontractor will provide a third party certification (https://uit.stanford.edu/security/asp) verifying its ability to comply with the Guidelines. Subcontractor will not copy, cause to be copied, use or disclose Data received from or on behalf of the University except as permitted or required by the Agreement, as required by law, or as otherwise authorized by the University in writing. Subcontractor will give immediate notice to the University of any actual or suspected unauthorized disclosure of, access to or other breach of the Data. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the Data, Subcontractor will comply with all state and federal laws and regulations related to such breach, and will cooperate with the University in fulfilling its legal obligations. Subcontractor will indemnify the University for its violation of this paragraph, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach. Upon termination or expiration of the Agreement, Subcontractor will return or, at the University's election, destroy, the Data within 30 days from the conclusion of the Agreement. This paragraph and its indemnity will survive the termination of the Agreement.