



**1. The following clauses are applicable to all subcontracts, purchase orders and agreements for commercial items or services awarded by Princeton University Plasma Physics Laboratory.**

#### **1.1 DEFINITIONS (MAY 2002)**

The following terms shall have the meanings set forth below:

- (a) "Agreement" means Purchase Order, Subcontract, Price Agreement, Basic Ordering Agreement, or any modifications thereof.
- (b) "Contracting Officer" means a federal employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- (c) "Government" means the United States of America and includes the United States Department of Energy (DOE) or any duly authorized representative thereof.
- (d) "Item" means "commercial item" or "commercial component" as defined in Federal Acquisition Regulation (FAR) 52.202-1.
- (e) "PPPL" means the Princeton Plasma Physics Laboratory operated by Princeton for DOE under Prime Contract No. DE-AC02-09CH11466.
- (f) "Princeton" means the Trustees of Princeton University.
- (g) "Subcontract Administrator" means Princeton's cognizant Procurement Division representative or any duly authorized representative(s) thereof.
- (h) "Subcontractor" means the person or organization that has entered into this Agreement with Princeton.

#### **1.2 TERMS OF ACCEPTANCE (MAY 2002)**

Acceptance of this Agreement is expressly limited to the terms and conditions appearing hereon and to any terms and conditions attached hereto. This Agreement, once accepted, constitutes a contract, and it shall be governed and construed according to the law of the State of New Jersey. Performance by the Subcontractor without an effective acknowledgment shall be deemed to be performance in accordance with the terms and conditions of this Agreement. This Agreement may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

#### **1.3 ORDER OF PRECEDENCE (MAY 2002)**

In the event of any inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order: 1) subcontract, agreement or purchase order face page(s); 2) special terms and conditions; 3) item description, including statement of work and/or specification, if applicable; and 4) these general terms and conditions.

#### **1.4 RESOLUTION OF DISPUTES (FEB 2010)**

- (a) The Subcontractor and Princeton agree to make good faith efforts to settle any dispute or claim that arises under

this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of alternative disputes resolution (ADR). In the event that non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be within 50 miles of Princeton, New Jersey. The mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, and each party shall bear its own discretionary costs. In the event that ADR fails or is not used, the parties may litigate the matter in a court of competent jurisdiction within the State of New Jersey, except for those matters which by statute, regulation or terms of another Subcontract clause, are to be decided by a specific body or forum. Any such proceeding in state court shall be venued in Mercer County.

(b) For substantive issues presented for mediation, arbitration, dispute, claim, litigation or other effort at resolution, the parties agree that, to the maximum extent possible and except for matters reserved by statute, regulation or specific clause of this Agreement, the Federal common law of government contracts will govern the construction and interpretation of this Agreement or work performed under this Agreement or claims of breach of this Agreement, regardless of the forum or venue in which any party may bring any such action. For purposes of this Agreement, the Federal common law of government contracts will consist of the interpretation of contract clauses and the law enunciated and applied to government contracts by the Boards of Contract Appeals, the Comptroller General (CG), and the Federal Courts having jurisdiction over the Boards or the CG. The term "Boards of Contract Appeals" means those established under the Contract Disputes Act of 1978, 41 U.S.C. 607(a)(1), and their successor bodies. Patent related disputes arising under this Agreement shall be resolved in accordance with the provisions of the Patent Rights clause of this Agreement, as well as applicable federal law and regulation.

(c) Pending settlement or final judgment with regard to the dispute, the Subcontractor shall proceed diligently with the performance hereof in accordance with Princeton's direction and instructions.

#### **1.5 INDEMNITY (MAY 2002)**

(a) The Subcontractor agrees to indemnify and hold harmless the Trustees of Princeton University and the United States Government, and their respective officers, employees and agents (the "Indemnitees"), from and against any and all liabilities, of whatsoever kind or nature, arising out of or in any way connected with the Subcontractor's performance under this Agreement, excepting only (i) liability arising from affirmative acts, done with intent to cause loss, damage or injury, by the Indemnitees; (ii) liability arising from the sole negligence of the Indemnitees; or (iii) any express liability as may be specified elsewhere in this Agreement.

(b) In the event of a claim or litigation arising out of Subcontractor's undertakings, activities or performance under this Agreement, the Subcontractor shall take charge of any such claim and/or litigation and shall be responsible for defending same at Subcontractor's expense through legal counsel designated by the Subcontractor or the Subcontractor's insurer. Princeton shall have the right, in its discretion and without expense to the Subcontractor, to provide counsel to participate with the Subcontractor's counsel in the conduct of the defense. The Subcontractor may, at the Subcontractor's own expense; negotiate a settlement of any such claim and/or litigation. The Sub-



contractor shall pay, at the Subcontractor's own expense, any and all judgments arising out of or resulting from any such claims or litigation.

#### 1.6 TERMINATION FOR CONVENIENCE (MAY 2002)

Princeton reserves the right to terminate this Agreement, or any part hereof, for the convenience of itself or the Government. In the event of such termination, the Subcontractor shall immediately stop all work terminated and shall immediately cause any and all of its affected suppliers and sub-subcontractors to cease work. Subject to the terms of this Agreement, the Subcontractor shall be paid a percentage of the price reflecting the percentage of work performed prior to the notice of termination, plus reasonable charges that the Subcontractor, using its standard record keeping system, and to the satisfaction of Princeton, can demonstrate have resulted from the termination. The Subcontractor shall not be required to comply with cost accounting standards or contract cost principles for this purpose. This clause does not give Princeton or the Government the right to audit the Subcontractor's records. The Subcontractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

#### 1.7 TERMINATION FOR DEFAULT (MAY 2002)

(a) Princeton may terminate this Agreement for default, in whole or in part, if the Subcontractor fails to comply with any of the terms of this Agreement, or fails to provide adequate assurance of future performance. In that event, Princeton shall not be liable for any amount for items not accepted and the Subcontractor shall be liable to Princeton for any and all rights and remedies provided by law or this Agreement.

(b) If this Agreement is terminated for default, Princeton may require the Subcontractor to deliver to Princeton all supplies and materials, manufacturing materials, and manufacturing drawings that the Subcontractor has specifically produced or acquired for the terminated portion of this Agreement. Princeton shall pay the agreed-upon price for completed items delivered and accepted. Princeton and the Subcontractor shall agree on the amount of payment for all other deliverables. Failure to agree will be a dispute under the Resolution of Disputes clause.

(c) The Subcontractor shall not be liable to Princeton for delays in performance occasioned by causes beyond the Subcontractor's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of the Subcontractor's suppliers at any tier. However, delays of the Subcontractor's suppliers at any tier must be proved to be beyond the control of both the Subcontractor and its suppliers and without fault or negligence of either.

(d) The rights and remedies of Princeton in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

#### 1.8 INSPECTION (MAY 2002)

Princeton has the right to inspect and evaluate the work performed or being performed under the Agreement, and the premises where work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Princeton performs inspection or evaluation on the premises of the Subcontractor or a lower-tier subcontractor,

the Subcontractor shall furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

#### 1.9 TAXES (MAY 2002)

(a) Princeton is exempt from New Jersey Sales Tax under Exemption Permit Number E-210-634-501/000. Subcontractor shall exclude New Jersey State Sales Tax from the Agreement price.

(b) Subcontractor warrants that the Agreement price includes all other applicable federal, state and local taxes and duties.

#### 1.10 BANKRUPTCY (MAY 2002)

If the Subcontractor enters into bankruptcy, it shall give written notice via certified mail to the Subcontract Administrator within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing, by Princeton Agreement number, of all Princeton Agreements for which final payment has not yet been made.

#### 1.11 ASSIGNMENT (MAY 2002)

(a) The Subcontractor shall not assign rights or obligations to third parties without the prior written consent of Princeton. However, the Subcontractor may assign rights to be paid amounts due or to become due to a financing institution if Princeton is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Princeton against the Subcontractor.

(b) Princeton reserves the right to transfer its duties and obligations under this Agreement to any third party.

#### 1.12 TRANSPORTATION (MAY 2002)

If transportation is specified "FOB Origin," (a) no insurance cost shall be allowed unless authorized in writing by Princeton; (b) Subcontractor shall use the method of shipping designated by Princeton; and (c) the bill of lading shall be annotated to read: "Transportation is for the U. S. Department of Energy, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. DE-AC02-09CH11466. This may be confirmed by contacting the U. S. Department of Energy, Princeton Site Office, P. O. Box 102, Princeton, New Jersey 08542-0102."

#### 1.13 TITLE (MAY 2002)

Unless specified elsewhere in this Agreement, title to items furnished under this Agreement shall pass to the Government upon acceptance, regardless of when or where Princeton takes physical possession.

#### 1.14 RISK OF LOSS (MAY 2002)

Where Princeton is liable to the Subcontractor for loss of conforming items occurring after the risk of loss has passed to Princeton, Princeton shall pay the Subcontractor the lesser of (1) the agreed price of such items; or (2) the Subcontractor's cost of replacing such items. Such



loss shall entitle the Subcontractor to an equitable extension in delivery schedule obligations.

#### 1.15 PAYMENT (MAY 2002)

Unless otherwise provided, terms of payment shall be net 30 days from the latter of (1) receipt of the Subcontractor's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Subcontractor indicates. Payments shall be made either by check or electronic funds transfer, at the option of Princeton. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

#### 1.16 COMPLIANCE WITH LAWS (MAY 2002)

The Subcontractor shall comply with all applicable federal, state and local laws and ordinances and all pertinent lawful orders, rules and regulations, and such compliance shall be a material requirement of this Agreement. The Subcontractor warrants that each chemical substance constituting or contained in items furnished by this Agreement is on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act as amended. With each delivery, the Subcontractor shall provide Princeton with any applicable Material Safety Data Sheet as required by the Occupational Safety and Health Act and applicable regulations including, without exception 29 CFR 1910.1200.

#### 1.17 WARRANTY (MAY 2002)

The Subcontractor warrants that items delivered under this Agreement shall be in accordance with the Subcontractor's affirmation, description, sample or model and compliant with all requirements of this Agreement. The warranty shall begin upon acceptance and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if the Subcontractor is not the manufacturer and has not modified the item; or (2) the manufacturer's warranty period or one year, whichever is longer, if the Subcontractor is the manufacturer of the item or has modified it. If any nonconformity with item appears within the warranty period, the Subcontractor shall promptly repair or replace such items or re-perform services at its own expense. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at the Subcontractor's expense. If repair or replacement or re-performance of services is not timely, Princeton may elect to return the nonconforming items or repair or replace them or re-procure the services at the Subcontractor's expense.

#### 1.18 NEW MATERIALS (MAY 2002)

Unless otherwise specified in this Agreement, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not exclude the use of recycled or recovered materials as defined by the Environmental Protection Agency in 40 CFR 247.

#### 1.19 SUSPECT/COUNTERFEIT PARTS (MAY 2002)

(a) "Suspect/counterfeit parts" are parts that may be of new manufacture, but labeled to represent a different class of parts, or used and/or refurbished parts, complete with false labeling, that are represented as new parts. Three categories of suspect/counterfeit parts exist:

(1) Fasteners, including bolts and nuts, made of carbon steel (designated as grade five or grade eight) or stainless steel, with headmarks or stamps shown on the headmark list that was prepared by the United States Customs Service (the list is provided as a separate attachment to this Agreement, or is available upon request from Princeton);

(2) Piping valves and flanges bearing labels that falsely indicate that the items meet recognized ASME or ASTM consensus standards; and

(3) Used or refurbished molded-case electrical circuit breakers or similar type switch gear.

(b) Supplies furnished to Princeton under this Agreement shall not include suspect/counterfeit parts nor shall such parts be used in performing any work under this Agreement whether on or off the PPPL site.

(c) If suspect/counterfeit parts are furnished under this Agreement and are found on the PPPL site, such parts shall be impounded by Princeton or the Subcontractor as shall remove them directed by Princeton. The Subcontractor shall promptly replace such parts with supplies acceptable to Princeton, and the Subcontractor shall be liable for all costs relating to impoundment, removal and replacement.

(d) The rights of Princeton under this clause are in addition to any other rights provided by law or under this Agreement.

#### 1.20 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

(a) The Subcontractor shall report to Princeton, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subcontractor has knowledge.

(b) In the event of any claim or suit against Princeton or the Government on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subcontractor shall furnish, through Princeton, to the Government, when requested by Princeton, all evidence and information in the Subcontractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of Princeton except where the Subcontractor has agreed to indemnify Princeton and the Government.

(c) The Subcontractor shall include the substance of this clause, including this paragraph (c), in all Agreements that are expected to exceed the simplified acquisition threshold.

#### 1.21 AUTHORIZATION AND CONSENT (DEC 2007)

**(This clause is mandatory for agreements in excess of the simplified acquisition threshold)**

(a) The Government authorizes and consents to all use and manufacture, in performing this Agreement or any Agreement at any tier, of any invention described in and covered by a United States patent—(1) Embodied in the structure or composition of any article the delivery of which is accepted by Princeton under this Agreement; or (2) Used



in machinery, tools, or methods whose use necessarily results from compliance by the Subcontractor or a lower-tier subcontractor with (i) specifications or written provisions forming a part of this Agreement or (ii) specific written instructions given by Princeton's Subcontract Administrator directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this Agreement or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

(b) The Subcontractor shall include the substance of this clause, including this paragraph (b), in all lower-tier Agreements that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any Agreement, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

### 1.22 PRINTING (DEC 2000)

(a) To the extent that duplicating or printing services may be required in the performance of this subcontract, the Subcontractor shall provide or secure such services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.

(b) The term "Printing" includes the following processes: Composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.

(c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.

(d) The Subcontractor shall include the substance of this clause in all lower tier subcontracts hereunder, which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations).

### 1.23 ACCOUNTS, RECORDS, AND INSPECTION (JUN 2009)

(a) Accounts. The Subcontractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Subcontractor in connection with the work under this subcontract, other applicable credits, negotiated fixed amounts, and fee accruals under this subcontract; and the receipt, use, and disposition of all Government property coming into the possession of the Subcontractor under this subcontract. The system of accounts employed by the Subcontractor shall be satisfactory to Princeton and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this subcontract shall be subject to inspection and audit by Princeton or its designees in accordance with the provisions of Clause 6.1, Access to and Ownership of Records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Subcontractor shall

afford Princeton proper facilities for such inspection and audit.

(c) Audit of lower tier subcontractors' records. The Subcontractor also agrees, with respect to any lower tier subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the lower tier subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the lower tier subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through Princeton.

(d) Disposition of records. Except as agreed upon by Princeton and the Subcontractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Subcontractor in connection with the work under this subcontract, other applicable credits, and fee accruals under this subcontract, shall be the property of the Government, and shall be delivered to Princeton or otherwise disposed of by the Subcontractor either as Princeton may from time to time direct during the progress of the work or, in any event, as Princeton shall direct upon completion or termination of this subcontract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause AAC 2-2, Access To And Ownership Of Records, all other records in the possession of the contractor relating to this subcontract shall be preserved by the Subcontractor for a period of three years after final payment under this subcontract or otherwise disposed of in such manner as may be agreed upon by Princeton and the Subcontractor.

(e) Reports. The Subcontractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this subcontract as Princeton may from time to time require.

(f) Inspections. Princeton shall have the right to inspect the work and activities of the Subcontractor under this subcontract at such time and in such manner as it shall deem appropriate.

(g) Lower Tier Subcontracts. The Subcontractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the lower tier subcontract, costs incurred are a factor in determining the amount payable to the lower tier subcontractor.

(h) Comptroller General.

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Subcontractor's or lower-tier subcontractor's directly pertinent records involving transactions related to this subcontract or a lower tier subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Subcontractor or lower tier subcontractor to create or maintain any record that the Subcontractor or lower tier subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(3) Nothing in this subcontract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this subcontract.

#### **1.24 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY (JAN 2006)**

If this purchase order or subcontract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the Subcontractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the Subcontractor plans to offer a deliverable that involves IT that is not initially compliant, the Subcontractor agrees to: (1) obtain Princeton's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the Subcontractor find that the statement of work or specifications of this purchase order or subcontract do not conform to the IPv6 standard, it must notify Princeton of such nonconformance and act in accordance with instructions of Princeton.

#### **1.25 ENVIRONMENTALLY PREFERABLE PURCHASING FOR DESKTOP OR LAPTOP COMPUTERS OR MONITORS (DEC 2007)**

When the Agreement requires the specification or delivery of desktop or laptop computers or monitors in a DOE facility, the subcontractor will specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE 1680-2006 Standard, provided such products are available, are life cycle cost efficient, and meet applicable performance requirements. Information on EPEAT-registered computer products is available at [www.epeat.net](http://www.epeat.net).

#### **1.26 PATENT INDEMNITY (APR 1984)**

(a) The Subcontractor shall indemnify Princeton and the U.S. Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this subcontract, or out of the use or disposal by or for the account of Princeton of such supplies or construction work.

(b) This indemnity shall not apply unless the Subcontractor shall have been informed as soon as practicable by Princeton of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

(1) An infringement resulting from compliance with specific written instructions of Princeton directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a

manner of performance of the contract not normally used by the Subcontractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the subcontractor, unless required by final decree of a court of competent jurisdiction.

#### **1.27 COMMON SECURITY CONFIGURATIONS IN INFORMATION TECHNOLOGY ACQUISITIONS (APR 2009) (applicable to acquisition of computer hardware and software)**

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov>.

#### **1.28 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

(a) The Subcontractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Subcontractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts, at all tiers, involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

### **2. Applicable when purchased items include services.**

#### **2.1 CHANGES (MAY 2002)**

(a) Princeton may at any time, by written notice, make changes within the general scope of this Agreement in any one or more of the following: (1) description of the services to be performed; (2) place of performance; and (3) the amount of services to be furnished. If any such change causes a difference in the cost of the services or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Agreement signed by both parties. Any claim for adjustment by the Subcontractor must be made within 30 days from the date of receipt of Princeton's change notice, although Princeton in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.

(b) Only the Subcontract Administrator is authorized on behalf of Princeton to issue changes. If the Subcontractor considers that any direction or instruction by Princeton personnel constitutes such a change, the Subcontractor shall not rely upon such instruction without written confirmation from the Subcontract Administrator. Nothing in this clause, including disagreement with Princeton about the equitable adjustment, shall excuse the Subcontractor from proceeding with the Agreement as changed.



**3.0 STATUTES OR EXECUTIVE ORDERS INCORPORATED BY REFERENCE:** The Subcontractor agrees to comply with the following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses by reference, as they exist on the effective date of this Agreement, with the same force and effect as if they were in full text. For FAR provisions incorporated by reference, "Government" means "Princeton", Contracting Officer" means "Princeton Plasma Physics Laboratory's Procurement Division Buyer or Subcontract Administrator", except where statute or regulation vests authority exclusively in specific agencies or individuals, and "Contractor" means "Subcontractor". The FAR clauses are available through the General Services Administration (GSA) at <http://www.acgnet.gov/far/> and the DEAR clauses are available at, <http://www.management.energy.gov/DEAR.htm> or they may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. To the maximum extent practicable, the Supplier shall incorporate, and require its subcontractors, divisions, subsidiaries or affiliates at all tiers to incorporate commercial items or non-developmental items as components of items to be supplied under this Agreement. The Supplier is not required to include any FAR provisions or clauses other than those listed below to the extent that they are applicable and as may be required to establish the reasonableness of prices under FAR 15, in a subcontract at any tier for commercial items or components. The Supplier shall include the terms of this clause, including this statement, in lower-tier subcontracts awarded under this Agreement.

<u>Clause:</u>	<u>Title:</u>	<u>FAR Reference:</u>
3.1	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT ( <b>Applicable to agreements with a value greater than \$5 Million and a term greater than 120 days</b> )	52.203-13
3.2	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL ( <b>Applicable to all Agreements where access to a Princeton IT resource is required, OR an on-site presence of more than 6 months is required</b> )	52.204-9
3.3	UTILIZATION OF SMALL BUSINESS CONCERNS ( <b>Applicable to all Agreements that offer further subcontracting opportunities. If the Agreement (except to small business concerns) exceeds \$550,000, clause must be included in lower-tier subcontracts that offer subcontracting opportunities</b> )	52.219-8
3.4	SMALL BUSINESS SUBCONTRACTING PLAN ( <b>Applicable to all Agreements greater than \$550,000 with other than a small business concern</b> )	52.219-9
3.5	EQUAL OPPORTUNITY	52.222-26
3.6	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIET NAM ERA, AND OTHER ELIGIBLE VETERANS ( <b>Applicable to all Agreements greater than \$100,000</b> )	52.222-35
3.7	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES ( <b>Applicable to all Agreements greater than \$10,000</b> )	52.222-36
3.8	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES ( <b>Applicable to all Agreements greater than \$100,000</b> )	52.222-39
3.9	COMBATING TRAFFICKING IN PERSONS	52.222-50
3.10	BUY AMERICAN ACT – SUPPLIES	52.225-1
3.11	SUBCONTRACTS FOR COMMERCIAL ITEMS	52.244-6
3.12	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS ( <b>Applies when ocean transportation of supplies may be involved</b> )	52.247-64
<u>Clause:</u>	<u>Title:</u>	<u>DEAR Reference:</u>
4.1	SENSITIVE FOREIGN NATIONS CONTROLS	952.204-71
4.2	COMPUTER SECURITY ( <b>Applicable to all Agreements where access is provided to computers owned, leased or operated on behalf of the DOE</b> )	952.204-77