

**PPPL General Provisions for Non-Commercial Subcontracts
Part H - Consultants or
“Personal Services with a Firm” Subcontracts**

Subcontract No. _____

The following clauses, the full texts of which are set forth below, are hereby incorporated in and made part of the above-cited Subcontract.

**H1. PAYMENTS UNDER PERSONAL SERVICES
SUBCONTRACTS (APR 1984)**

Princeton shall pay the Subcontractor for the services performed by the Subcontractor, as set forth in the Subcontract Agreement, at the rates prescribed, upon the submission by the Subcontractor of proper invoices or time statements to the office or officer designated and at the time provided for in this Subcontract. Princeton shall also pay the Subcontractor (a) a per diem rate in lieu of subsistence for each day the Subcontractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and (b) any other transportation expenses if provided for in the Subcontract Agreement.

H2. STOP-WORK ORDER (AUG 1989)

(a) Princeton may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, Princeton shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this Subcontract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. Princeton shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and
- (2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period

of work stoppage; provided, that, if Princeton decides the facts justify the action, Princeton may receive and act upon the claim submitted at any time before final payment under this subcontract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of Princeton, Princeton shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, Princeton shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**H3. TERMINATION (PERSONAL SERVICES)
(APR 1984)**

Princeton may terminate this subcontract at any time upon at least 15 days' written notice by Princeton's Subcontract Administrator to the Subcontractor. The Subcontractor, with the written consent of Princeton, may terminate this contract upon at least 15 days' written notice to Princeton.

H4. FOREIGN TRAVEL (JUN 2010)

Subcontractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, or its successor, Official Foreign Travel, or its successor in effect at the time of award.

NOTHING FOLLOWS