

**GENERAL PROVISIONS FOR
EDUCATIONAL INSTITUTIONS (DOE)**

(Unclassified Work Scope Only)

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Energy Acquisition Regulations (DEAR-CFR Title 48, Chapter 9), contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.

For purposes of this order, where the article says "Government", change it to read "Buyer"; where the article says "Contracting Officer", change it to read "Contract Administrator"; and when the article says "Contractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to BMPC or BPMI (as identified in the order) and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
The following articles apply to the purchase order which invokes this document:	
DEFINITIONS	FAR 52.202-1
EQUAL OPPORTUNITY	FAR 52.222-26
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
INSPECTION OF RESEARCH AND DEVELOPMENT (Short Form)	FAR 52.246-9
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM), modified to delete paragraph (l) (1)	DEAR 952.227-11
PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222.21
PROPERTY with ALTERNATE I	DEAR 970.5245-1
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
RIGHTS IN DATA – GENERAL, with ALTERNATE IV, modified to Delete paragraph (e) (4)	FAR 52.227-14
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Educational and Other Nonprofit Institutions), modified to delete Paragraph (h)	FAR 52.249-5

ARTICLEREFERENCE

The following articles apply if the purchase order is a Fixed Price-type contract, except as noted:

CHANGES-FIXED PRICE, with ALTERNATE V, modified to delete Paragraph (e) FAR 52.243-1

AUDIT AND RECORDS-NEGOTIATION modified to delete Paragraph f(2) if Purchase order is >\$100,000 FAR 52.215-2

The following article applies if the purchase order exceeds \$10,000:

AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES FAR 52.222-36

The following articles apply if the purchase order exceeds \$100,000:

ANTI-KICKBACK PROCEDURES FAR 52.203-7

AUDITS AND RECORDS FAR52.215-2

AUTHORIZATION AND CONSENT [DEAR 970.5227-4](#)

DUTY-FREE ENTRY FAR 52.225-8

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS FAR 52.222-37

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS FAR 52.222-35

GRATUITIES FAR 52.203-3

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-12

NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES FAR 52.222-39

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT [DEAR 970.5227-5](#)

RESPONSIBILITY FOR SUPPLIES FAR 52.246-16

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT FAR 52.203-6

TOXIC CHEMICAL RELEASE REPORTING Modified to delete paragraph (e) FAR 52.223-14

<u>ARTICLE</u>	<u>REFERENCE</u>
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
The following articles apply if the purchase order exceeds \$500,000:	
ADDITIONAL DATA REQUIREMENTS	FAR 52.227-16
DISPLACED EMPLOYEE HIRING PREFERENCE	DEAR 952.226-74
The following articles apply if the purchase order exceeds \$550,000:	
SMALL BUSINESS SUBCONTRACTING PLAN (Alt. II)	FAR 52.219-9
The following articles apply if the purchase order exceeds \$650,000:	
ADMINISTRATION OF COST ACCOUNTING STANDARDS	FAR 52.230-6
COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION, modified to delete paragraph (b)	FAR 52.230-5
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	FAR 52.215-10
SUBCONTRACTOR COST OR PRICING DATA	FAR 52.215-12
The following articles apply if the purchase order is a <u>Cost-type contract</u> (except as noted):	
ACCESS TO AND OWNERSHIP OF RECORDS (If purchase order is > \$2 million)	DEAR 970.5204-3
ACCOUNTS, RECORDS, AND INSPECTIONS	DEAR 970.5232-3
ALLOWABLE COST AND PAYMENT, modified to delete from Paragraph (a) the words “Subpart 31.2” and substitute “Subpart 31.3”, and delete paragraphs (d) (4) and (d) (6) (ii)	FAR 52.216-7
AUDIT AND RECORDS-NEGOTIATION with Alternate II, modified to delete paragraph (f) (2)	FAR 52.215-2
CHANGES – COST REIMBURSEMENT, with ALTERNATE V, Modified to delete paragraph (d)	FAR 52.243-2
EXCUSABLE DELAYS	FAR 52.249-14
LIMITATION OF COST	FAR 52.232-20
LIMITATION OF FUNDS	FAR 52.232-22
PREDETERMINED INDIRECT COST RATES, modified to delete Paragraph (f)	FAR 52.216-15

The following articles apply to all orders which invoke this document (except as noted):

PUBLIC RELEASE OF INFORMATION (Alt. used for Educational Institutions)

- (a) The Seller shall provide to the Buyer (or its successor or assignee) for Buyer review and comment any materials developed under this subcontract that the Seller wishes to release to other contractors, to government agencies, to the public, or to internal audiences (e.g., thesis, employee/student/alumni newsletters). The materials shall be provided at least 25 working days (Federal Government calendar) prior to the desired printing or release date. As part of the request for review and comment, the Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. Materials include:
- (1) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials developed under this contract.
 - (2) Items which link or relate the Seller, Seller's materials, or Seller's capabilities to naval nuclear propulsion.

Seller is responsible for ensuring Buyer's comments regarding Buyer's information are resolved to Buyer's satisfaction.

- (b) The Seller shall immediately inform the Buyer should any Buyer materials related to work under this order be requested via a legal proceeding, be subpoenaed, be otherwise sought by a judicial or administrative authority, or be requested by a citizen under applicable public records laws. Under no circumstances should this information be released to such authority without prior notification of the Buyer and opportunity to permit appropriate measures to be taken to protect the information. Seller shall also inform the Buyer of any and all extensions of time that, in the Seller's judgment, may be reasonably invoked prior to any deadline date and Seller agrees to request such time extensions at Buyer's discretion. Should the Buyer choose to resist release of records, the Buyer assumes the burden of justifying nondisclosure.
- (c) Seller agrees that the provisions of this subsection shall survive the order until the Seller destroys the materials related to this order. Before destroying deliverable materials, the Seller shall ensure that the Buyer has received the required deliverables.
- (d) The Seller shall include all provisions of this article including this sentence in all subcontracts under this contract. All releases, regardless of tier of supplier, must have the prior review and comment of the Buyer.

VIRUS CHECK WARRANTY

To the best of Seller's knowledge Software and hardware provided by the Seller under this order shall not contain computer viruses or other malicious software.

In performing this order, the Seller agrees to take reasonable precautions to avoid conveying computer viruses or other malicious software to Buyer. Specifically, all computer files, disks, memories, or other media provided by the Seller to Buyer (other than third party supplied software in its original, unopened packing materials) shall be checked by the Seller prior to delivery to Buyer to detect and remove any computer virus or other known malicious software. The virus check that is performed by the Seller shall include checks with current, up-to-date anti-virus software and any virus problems that are found during the check or found by the Buyer within one hundred fifty (150) days after delivery to Buyer shall be fixed by the Seller. A statement verifying that the check has been made shall be included by the Seller with the deliverable when it is delivered to Buyer.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$650,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.

WARRANTY (Applicable to all Fixed-Price Orders)

Seller warrants to Buyer and the Government that the required work will be performed in accordance with any mutually agreed upon specifications/work scopes. If any failure to meet the foregoing warranty appears during the one year from the date of completion and acceptance of the work, on the condition that the Seller is promptly notified in writing thereof, Seller shall re-perform any defective portion of the work at no cost to Buyer or the Government. No warranty is made or implied for the results of the work.

For any Seller purchased supplies, parts or equipment, to be delivered to Buyer, Seller is required to obtain, on behalf of the Buyer, a warranty for no cost repair or replacement for any defective item. The warranty shall begin upon acceptance and extend for a period of one year or the sub-tier supplier's warranty period, whichever is longer.