

**BOISE STATE UNIVERSITY
SPONSORED PROJECT CONTRACT FOR SERVICES**

THIS BOISE STATE UNIVERSITY SPONSORED PROJECT CONTRACT FOR SERVICES (“**Agreement**”) is made and entered into by and between Boise State University with its principal place of business located at 1910 University Drive, Boise, Idaho 83725-1135 USA (“**University**”) and _____, a/an _____ with its principal place of business located at _____ (“**Contractor**”). University and Contractor may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH: That the Parties hereto, for and in consideration of the covenants, conditions, agreements, and stipulations set forth herein, do hereby agree as follows:

1) Scope of Work

Contractor shall perform the Scope of Work (“**SOW**”) in Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference.

2) Term of Contract

This Agreement shall be effective commencing on _____ (“**Effective Date**”) and shall terminate on _____ unless sooner terminated as provided herein or extended by written agreement of the Parties (the “**Term**”).

3) Fee for Services (Amounts in USD)

Fixed Price: \$

Not to Exceed Price: \$ _____ per **hour** OR **event**, for total amount not to exceed \$

Funding Source(s):

4) Notice Contacts

University:

Name:
Title:
Email:
Phone:

Contractor:

Name:
Title:
Email:
Phone:

5) The Boise State University Standard Contract Terms and Conditions in Exhibit B of this Agreement and the Boise State University Sponsored Projects Supplemental Terms and Conditions in Exhibit C of this Agreement are attached hereto and incorporated herein in their entirety by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date. The person signing on behalf of Contractor warrants that he/she has authority to bind Contractor to the terms and conditions contained herein.

BOISE STATE UNIVERSITY:¹

CONTRACTOR:

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:
University Supplier Number:

¹ This Agreement must be signed by a University official to whom the Vice President of Finance and Administration has delegated signing authority that equals or exceeds the total amount of the Fee for Services. To determine who can sign this Agreement, please contact the General Counsel’s Office (6-1203).

EXHIBIT A
SCOPE OF WORK

1. Description of services and Contractor's Deliverables

EXHIBIT B**BOISE STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS**

1. **Notices:** Any notice under this Agreement shall be in writing and shall become effective when delivered to the Parties' Notice Contacts: (i) on the third day after it is deposited in the United States certified mail, with proper postage prepaid, addressed to the Party at the address appearing above or to such other addresses as the Party may from time to time designate by notice in writing; (ii) hand delivery with signature or delivery receipt provided by a third party courier service (e.g., FedEx, UPS); or (iii) facsimile transmission if verification of receipt is obtained.
2. **Relationship:** The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither Party shall be considered to be the agent, master, or servant of the other Party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. Contractor shall be solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein.
3. **Termination for Convenience:** Either Party may terminate this Agreement upon thirty (30) days' advance written notice to the other Party.
4. **Termination for Default:** University may terminate the Agreement when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the University's placement of a new contract and any damages incurred by University. University, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
5. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho without regard to its conflicts of laws provisions. Any action to enforce the provisions of this Agreement shall be brought in State District Court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

Notwithstanding the foregoing, if Contractor is a sovereign entity (e.g., a state), the preceding paragraph is deleted, and this clause is reserved.
6. **Entire Agreement/Modification:** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. This Agreement, including its exhibits, constitutes the full, complete, and entire Agreement between University and Contractor, and supersedes all prior understandings, agreements, or arrangements between the Parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless it is made in writing signed by the authorized representatives of the Parties.
7. **Method of Payment:** Payment for work under this Agreement will be initiated upon submission of a request for payment to the University Notice Contact. By signing this Agreement, and by submitting a request for payment to University, Contractor certifies that: (i) the amount for which payment is requested is correct, just, and proper; (ii) the amount claimed is legally due to Contractor; (iii) no part of the amount for which payment is requested has been paid; (iv) the request for payment is only for performance in accordance with the terms and conditions of this Agreement; (v) the request for payment is made in good faith; and (vi) the documentation supporting this request for payment is accurate and complete to the best of Contractor's knowledge and belief.
8. **Anti-Discrimination/Equal Employment Opportunity Clause:** Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, the applicable provisions and requirements of Executive Order 11246, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621 *et seq.*, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990 are also incorporated into this Agreement. Contractor shall comply with pertinent amendments to such laws and with all federal and state rules and regulations implementing such laws. Contractor must include this provision in every subcontract relating to this Agreement.
9. **Taxes:** University is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. University is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with University, Contractor shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, University may, depending on the circumstances, pay such personal property taxes after reasonable time to appeal. In no event shall University be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.
10. **Indemnification:** **If Contractor is a sovereign entity (e.g., a state), its liability in this paragraph 10 is limited to the maximum extent allowable by applicable law.** Contractor shall defend, indemnify and hold harmless University from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by, arising from or related to the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of University.
11. **Subcontracting/Assignment:** Contractor shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of University. Any unauthorized assignment shall be voidable in University's sole discretion. University shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

12. **Compliance with Law, Licensing and Certifications:** Contractor shall comply with ALL requirements of all laws and regulations (e.g., federal, state, local, foreign) applicable to Contractor or to the services provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by all applicable laws and regulations.
13. **Use of the University's Name:** The Parties shall not, prior to, in the course of, or after performance under this Agreement, use the other Party's name in any advertising or promotional media, including press releases, without the prior written consent of the other party.
14. **Appropriation Required:** University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate University or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature or the federal government as may exist from time to time. University reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho or the federal government fails, neglects, or refuses to appropriate sufficient funds as may be required for University to continue such payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor.
15. **Force Majeure:** Neither Party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify University promptly in writing of any cause for delay and University concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure event.
16. **Restrictions and Warranties – Illegal Aliens:** Contractor acknowledges that this Agreement is subject to Executive Order 2009-10 (https://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html). Contractor certifies it: (i) does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; and (ii) takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Contractor agrees that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of this Agreement.
17. **Official, Agent and Employees of University Not Personally Liable: If Contractor is a sovereign entity (e.g., a state), Contractor shall retain all rights available to University in this Paragraph 17.** In no event shall any official, officer, employee or agent of University be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
18. **Insurance Requirements: If Contractor is a sovereign entity (e.g., a state) required by applicable law to maintain different insurance, such as statutorily required insurance satisfies the requirements of this clause; otherwise,** Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement:

- **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$2,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.

- **Commercial Auto Insurance.** Contractor shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.

- **Workers' Compensation.** Where required by law, Contractor shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.

- **Professional Liability.** If professional services are supplied to the University, Contractor shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000). All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.

Prior to the Effective Date of this Agreement, Contractor shall deliver to University, in accordance with the Notices clause, certificate(s) of insurance with respect to **ALL** such insurance identified above in a form reasonably satisfactory to the University. The certificate(s) must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, Contractor must notify the University at least thirty (30) days prior to any cancellation or non-renewal of any such insurance. All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: State of Idaho and Boise State University. The Certificate Holder shall read:

State of Idaho and Boise State University
Attn: Risk Management
1910 University Drive
Boise, Idaho 83725-1245

Contract No.

19. **Intellectual Property:** "Intellectual Property," as used herein, shall mean all discoveries, inventions, designs, methodologies, improvements, software, data and works of authorship, conceived, made, discovered, written or first reduced to practice in performance of the Agreement, and any related rights such as patents, copyrights (including moral rights), mask works and trade secrets. Contractor hereby assigns to University or University's designee, for no additional consideration, all of Contractor's rights to all Intellectual Property arising under or related to this Agreement. Contractor shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that University reasonably requests to establish and perfect the rights assigned to University or its designee under this provision. Intellectual Property created externally to this Agreement and used in the performance of the SOW ("Background IP") shall be owned by the originating Party. Nothing in this Agreement will be construed as a conferral of rights to any of the Parties regarding such Background IP.
20. **Nonresident Aliens:** If the Contractor is a nonresident alien individual, partnership, limited liability company, corporation or other business entity, Contractor or its representative expressly covenants and agrees to cooperate fully with University's staff to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment to Contractor in accordance with Internal Revenue Code and the Federal Regulations promulgated thereunder. Nonresident alien contractors are subject to 30% tax withholding.
21. **Counterparts:** This Agreement may be executed with electronic signatures and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures, electronic signatures and e-mailed PDF copies of original signatures shall be deemed to be original signatures for all applicable purposes and in accordance with the Uniform Electronic Transactions Act, Idaho Code §§ 28-50-101 *et seq.* as amended from time to time.
22. **Order of Precedence:** The following order of precedence, in descending order of importance, shall govern in the event of a conflict within this Agreement and/or between the text of this Agreement and any documents and/or agreements incorporated herein by reference: (i) Sections 1 – 5 of the Agreement (page 1); (ii) Exhibit C, Boise State University Sponsored Projects Supplemental Terms and Conditions, of this Agreement; (iii) Exhibit B, Boise State University Standard Contract Terms and Conditions, of this Agreement; and (iv) Exhibit A, Scope of Work, of the Agreement.
23. **Certifications:** University is prohibited by state law from entering into certain contractual agreements. Contractor hereby certifies that: (a) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and it employs ten or more persons, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (b) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (c) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

EXHIBIT C**BOISE STATE UNIVERSITY SPONSORED PROJECTS SUPPLEMENTAL TERMS AND CONDITIONS**

AS APPLICABLE, these Boise State University Sponsored Projects Supplemental Terms and Conditions (the "Supplemental Terms") are incorporated into the attached contract (the "Agreement") as if fully set forth therein. **To the extent any provisions of the Agreement conflict with any provisions of these Supplemental Terms, the provisions of these Supplemental Terms will apply.** References to this Agreement include the foregoing Agreement and these Supplemental Terms. All provisions of the Agreement that anticipate performance after the termination of the Agreement and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Agreement. If authorized by University to subcontract, Contractor shall flow down all of the following clauses that are applicable to Contractor's subcontractors at any tier.

- If this checkbox is selected, Contractor must comply with the applicable terms and conditions in 2 CFR § 200.326 and Appendix II to 2 CFR Part 200 as amended from time to time.
- If this checkbox is selected, Contractor must comply with the most recent "Research Terms and Conditions" and "Agency Specific Requirements," including but not limited to, all hyperlinked documents therein, that are applicable to "Contractors" (not "Subrecipients") and identified on the National Science Foundation's ("NSF") Research Terms and Conditions web page, which is available at <https://www.nsf.gov/awards/managing/rtc.jsp>. For purposes of this clause, "Contractor" and "Subrecipient" are defined in 2 CFR § 200.23 and 2 CFR § 200.93, respectively. To assist Contractor in determining which terms and conditions are applicable, University is using funding from the following federal sponsors for this Agreement:
- If this checkbox is selected, University's prime award is classified as a "Cooperative Agreement" from NSF. Therefore, Contractor must comply with the most recent "Cooperative Agreement Financial & Administrative Conditions," including but not limited to, all hyperlinked documents therein, that are applicable to "Contractors" (not "Subrecipients") and identified on NSF's Cooperative Agreement Conditions web page, which is available at https://www.nsf.gov/awards/managing/co-op_conditions.jsp. For purposes of this clause, "Contractor" and "Subrecipient" are defined in 2 CFR § 200.23 and 2 CFR § 200.93, respectively.
- If this checkbox is selected, Contractor must comply with the applicable terms and conditions identified below, which are derived from University's Standard Research Blanket Master Contract No. 00154754 with Battelle Energy Alliance, LLC ("BEA"), which operates the Idaho National Laboratory ("INL") for the U.S. Department of Energy ("DOE").
1. If work will be performed at INL, then:
 - 1.1. Pursuant to 29 CFR § 1910.1200, Contractor will provide any of its subcontractors' personnel, if applicable, with necessary information and training for hazards to which these personnel may be exposed while working at INL;
 - 1.2. When Contractor's employee(s) will, or could have, access to sensitive information pertaining to any business or government agency, Contractor shall ensure that its employee(s) is/are aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of University;
 - 1.3. Contractor shall adhere to the INL Environmental Policy found at <http://www.inl.gov/environmentalpolicy/>; and
 - 1.4. Contractor shall comply with the provisions of 10 CFR Part 851 (Worker Safety and Health Program), and shall coordinate with University to provide BEA and DOE with necessary documentation prior to commencing work.
 2. If the SOW requires the utilization of property marked "high risk property," then Contractor must adhere to the policies, practices, and procedures for property management contained in the DOE Property Management regulations (41 CFR Subpart 109-1.53). Title to all property marked as "high risk property" vests in the U.S. Government.
 3. Contractor shall immediately notify University, in accordance with the Notices clause of this Agreement (with a copy emailed to sponsoredagreements@boisestate.edu), of: (1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this Agreement; and (2) any claim against Contractor, the cost and expense of which is allowable under the terms of this Agreement.
 4. If, at any time during the performance of this Agreement, the Contractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Agreement, it shall immediately notify University, in accordance with the Notices clause of this Agreement (with a copy emailed to sponsoredagreements@boisestate.edu), of such circumstances, and Contractor shall take whatever action is reasonably necessary to cure such defect within the shortest possible time.
 5. The parties acknowledge activities covered by this Agreement may be subject to export control laws that prohibit or restrict (i) transactions with certain persons, and (ii) the type and level of technologies and services that may be exported. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Emergency Economic Powers Act, the Atomic Energy Act and regulations issued pursuant to these including the Export Administration Regulations ("EAR") (15 CFR Parts 730-774), the International Traffic in Arms Regulations ("ITAR") (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). The Parties acknowledge that export control requirements may change and that the export of goods, technical data or services from the U.S. without an export license or other governmental authorization may result in criminal liability.
 6. If "Limited Rights Data" will be used in meeting the delivery requirements of the Agreement, the following disclosure and use restrictions shall apply to and shall be inserted in any FAR 52.227-14 Rights in Data – General furnished or delivered by the Contractor or a lower tier subcontractor:

- 6.1. These "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- 6.2. These "Limited Rights Data" may be disclosed to other contractors participating in the U.S. Government's program of which this Agreement is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- 6.3. These "Limited Rights Data" may be used by the U.S. Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

7. Security

- 7.1. This Agreement is intended for unclassified, publicly releasable work. University does not expect that results of the SOW will involve classified information or Unclassified Controlled Nuclear Information ("UCNI"). However, University, BEA and DOE may review the research work generated under this Agreement at any time to determine if it requires control as classified information or UCNI.
- 7.2. If the security requirements are changed, the Contractor shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Agreement in compliance with the change in the security requirements. If Contractor determines that continuation of the work under this Agreement is not practicable because of the change in security requirements, Contractor shall notify University, in accordance with the Notices clause of this Agreement (with a copy emailed to sponsoredagreements@boisestate.edu). Until the University provides direction, the Contractor shall protect the material as directed by University.
- 7.3. After receiving the written notification, University shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow Contractor to continue performance of work under this Agreement.
- 7.4. Promptly after receiving the written notification of the Subcontractor's stated inability to proceed, University must determine whether: (i) these security requirements do not apply to this Agreement or (ii) a mutually satisfactory method for continuing performance of work under this Agreement can be agreed upon. If this determination is not made, either Party may terminate this Agreement for convenience in accordance with the terms and conditions of the Agreement.

8. Contractor shall notify University, in accordance with the Notices clause of this Agreement (with a copy emailed to sponsoredagreements@boisestate.edu), at least sixty (60) days in advance of submitting any proposed scientific, technical or professional publication involving any portion of the results of the work performed under the SOW. University will provide the proposed manuscript to BEA for its review. University will provide Contractor with comments about the proposed publication within sixty (60) days; otherwise, Contractor may assume that University and BEA have no comments. Contractor agrees to address any concerns or issues identified by University and/or BEA prior to submission for publication.

The FEDERAL ACQUISITION REGULATION ("FAR") and the U.S. 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 these Supplemental Terms with the same force and effect as if they were given in full text, as prescribed below.

As used in the clauses, the term "contract" shall mean this Agreement; the term "Contractor" shall mean Contractor as defined in the Agreement; the term "subcontractor" shall mean the Contractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean University, except in FAR clause 52.227-14, and DEAR clauses 970.5227-4, 952.227-11, 970.5232-3 and 970.5245-1, in which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for BEA's Prime Contract No. DE-AC07-05ID14517 with DOE. As used in DEAR clause 952.204-72 and 952.227-9, the term "DOE" shall mean DOE or University as applicable.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship and shall not apply to the extent they would affect the U.S. Government's rights.

9. The following clauses are **applicable to this Agreement** unless otherwise indicated below:

- 9.1. DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies only if the Subcontract is for unclassified research involving nuclear technology.
- 9.2. DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (MAR 2011). Applies if the Agreement involves leased space that is reimbursed.
- 9.3. DEAR 952.227-9 REFUND OF ROYALTIES (MAR 1995). Only applies if the amount of royalties reported during Agreement exceeds USD 250.00.
- 9.4. DEAR 952.227-11 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). Applies only if this Agreement is for experimental, development or research use with a small business or non-profit Contractor.
- 9.5. DEAR 952.235-71 RESEARCH MISCONDUCT (JUL 2005)
- 9.6. DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010).

- 9.7. DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002), Paragraph (a).
- 9.8. DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010) ALTERNATE I.
- 9.9. DEAR 970.5245-1 PROPERTY (DEC 2000) ALTERNATE I (DEC 2000).
- 9.10. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).
- 9.11. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007).
- 9.12. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) AND ALTERNATE I. Applies only if the Agreement involves delivery of hazardous materials.
- 9.13. FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008).
- 9.14. FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007).
- 9.15. FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003). Applies if any part of this Agreement is to be performed in the State of New Mexico.
- 9.16. FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).
- 9.17. FAR 52.247-63 PREFERENCE FOR U. S. FLAG AIR CARRIERS (June 2003). Applies if the Agreement involves international air transportation.
- 9.18. FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006).
- 10. If the price of this Agreement **exceeds USD 10,000.00**, the following clause is applicable to this Agreement:
 - 10.1. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 11. If the price of this Agreement **exceeds USD 100,000.00**, the following clauses are applicable to this Agreement:
 - 11.1. DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002).
 - 11.2. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
 - 11.3. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006).
 - 11.4. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
 - 11.5. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).
 - 11.6. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010).
 - 11.7. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013).
 - 11.8. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005).
 - 11.9. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010).
 - 11.10. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010).
- 12. If the price of this Agreement **exceeds USD 250,000.00**, the following clause is applicable to this Agreement:
 - 12.1. FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014).
- 13. If the price of this Agreement **exceeds USD 700,000.00**, the following clauses are applicable to this Agreement:
 - 13.1. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
 - 13.2. FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS (AUG 2011) not used when 52.215-10 is included.
 - 13.3. FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010). Applies if 52.215-10 applies.

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- 13.4. FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT2010). Applies if 52.215-11 applies.
- 13.5. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013).
- 13.6. FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987).
- 13.7. FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012), excluding paragraph (b). Applies unless Contractor is otherwise exempt from CAS requirements as specified in 48 CFR 9903.201-1.
- 13.8. FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012), excluding paragraph (b). Applies unless Contractor is exempt in accordance with FAR 52.230-3(d).
- 13.9. FAR 52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (MAY 2012), excluding paragraph (b). Replace references to OMB Circular A-21 with Subpart E to 2 CFR Part 200. Applies if Contractor is an educational institution unless Contractor is exempt in accordance with FAR 52.230-5(d).
- 13.10. FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010). Applies only if FAR 52.230-2, 52.230-3 or 52.230-5 apply to this Agreement.

If this checkbox is selected, Contractor must comply with the following terms and conditions from University's prime award: