

<p align="center">STANDARD RESEARCH SUBCONTRACT (EDUCATIONAL INSTITUTION or NONPROFIT ORGAN.)</p> <p align="center">[FOR UNCLASSIFIED WORK]</p> <p>NO. _____</p>	<p align="center">(DEPARTMENT OF ENERGY M&O CONTRACTOR)</p> <p>NAME _____</p> <p>ADDRESS _____</p>
<p>Subcontractor:</p> <p>Attention: _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Phone: _____ Fax: _____</p> <p>E-Mail: _____</p>	<p>Contractor's Procurement Representative [Contract Administrator]:</p> <p>Proc. Rep Title: _____</p> <p>Phone #: (_____)</p> <p>Fax #: (_____)</p> <p>E-Mail: _____</p>

Introduction

This is a cost-reimbursement, no-fee, standard subcontract for unclassified research and development work between **[Insert contractor's name]** a constitutional corporation of the State of _____, (hereinafter "**Contractor**") and **[Insert subcontractor's name]** (hereinafter "**Subcontractor**"). This Subcontract is issued under Prime Contract No. **[Insert contract no.]** between the **Contractor** and the United States of America (hereinafter "the Government"), acting by and through the United States Department of Energy (hereinafter "DOE") **[include the following phrase in weapons lab contracts--** and the National Nuclear Security Agency (hereinafter "NNSA")**]** for the management and operation of **[insert name of the DOE facility]** (hereinafter "DOE Facility").

Agreement

The parties agree to perform their respective obligations in accordance with the terms and conditions of the Schedule and the General Provisions and other documents attached or incorporated by reference, which together constitute the entire Subcontract and supercedes all prior discussions, negotiations, representations, and agreements.

[SUBCONTRACTOR NAME]	[M&O CONTRACTOR NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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SCHEDULE OF ARTICLES

1. Statement of Work

The Subcontractor shall perform certain research and development work identified as **[insert brief title or statement of research]** and more fully described in the *Statement of Work* Attachment to this Subcontract. **[or Appendix I.]**

The Subcontractor's Principal Investigator assigned to this work is **[insert Principal Investigator's name]**. The Principal Investigator shall not be replaced or reassigned without the advance written approval of the Contractor's Procurement Representative **[or Contract Administrator]**.

The Subcontractor shall submit three copies of the final and any intermediate reports to the Contractor's Procurement Representative **[or Contract Administrator, Contractor's Technical Representative, or named individual]** upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the Contractor's Technical Representative, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The Contractor's Technical Representative need not approve the Subcontractor's reported conclusions of the research.

2. Report Preparation Requirements

- a. These instructions apply to all formal reports, including the final report, required by the Subcontract. It does not apply to letter reports or reports specifically identified as Milestones in *Article 3. Period of Performance* in this Subcontract as informal reports.
- b. The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.
- c. Reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the subcontract; and (d) any other relevant information.

3. Period of Performance

The work described in Article 1, Statement of Work, shall commence upon signature of this Subcontract by both parties and shall be completed on or before **(insert end date)**

[OR, if there is a milestone schedule, add: in accordance with the following milestones:

Milestone	Completion Date]
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4. Costs and Payments

- a. The estimated cost of the work called for in this Subcontract is \$_____, and is based upon the following estimated levels of effort necessary to perform the Subcontract work:

Category	No. of Staff	No. of Months
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[OR:] is based on the Subcontractor's Cost Proposal Attachment **[or Appendix II]** to this Subcontract.

- b. **[Check provision below that applies OR include only applicable provision]**

_____ This Subcontract is fully-funded and is subject to the *Limitation of Costs* clause of the General Provisions.

_____ This Subcontract is incrementally funded and is subject to the *Limitation of Funds* clause of the General Provisions. The funding amount currently allotted to this Subcontract is \$ _____ and covers **[describe what work the incremental funding covers.]**

- c. The Contractor will pay the Subcontractor for performance of this Subcontract, unless excluded or limited by other provisions of this Subcontract, the allowable direct costs incident to performance, plus the allocable portion of the allowable indirect costs of the Subcontractor. Allowable and allocable costs shall be determined in accordance with the cost principles of the Allowable Cost and Payment clause of the General Provisions as amended by the Subcontract to incorporate the costs principles of Subpart 31.3 of the Federal Acquisition Regulation, which in turn, incorporates the cost principles of Office of Management and Budget Circular A-21.

5. Invoices for Payment

- a. Payments for Subcontract work shall be made monthly based on invoices submitted by the Subcontractor for work performed. Invoices shall bear the following certification signed by a responsible official of the Subcontractor:

“The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work

- b. Invoices shall be mailed to: **(Insert address)**
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- c. Payments shall be mailed to: **(insert address)**
- d. The Contractor will use its best efforts to process invoices for payment within 30 days of receipt; provided, however, that payments made more than 30 days after receipt of an invoice shall not be subject to penalty, interest, or late charges.
- e. Invoices, which include the cost of property acquired by the Subcontractor at a cost of \$5,000 or more, shall include a description of the property and shall identify the assigned property number; the manufacturer; the Serial number and model number; the acquisition date; the unit price, quantity, and total cost of the property; and the location of the property.

6. Contractor-Furnished and Subcontract-Acquired Property

- a. The Contractor shall furnish the Subcontractor the materials, equipment, and supplies listed in *Contractor-Furnished Government Property* [OR Appendix III] to this Subcontract.
- b. Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor's approved budget for this Subcontract and for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by the Contractor's Procurement Representative [OR Contract Administrator].
- c. All property furnished by the Contractor or acquired by the Subcontractor, as a direct cost under the Subcontract, title to which vests in the Government, shall be identified, controlled, and protected as required by the *Government Property* clause of the General Provisions of this Subcontract. Disposition of such property upon completion of this Subcontract shall be as directed by the Contractor's Procurement Representative [OR Contract Administrator].
- d. Title to all high-risk property, regardless of dollar value, vests in the Government. The Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management regulations (41 CFR 101-1.53)

High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property, as defined in 41 CFR 1.100-51, includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

7. Subcontract Administration

- a. The Contractor's Procurement Representative **[OR Contract Administrator]** for this Subcontract is **[insert name of PR/CA]**. The Procurement Representative **[OR Contract Administrator]** is the only person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the Statement of Work and the Schedule. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement Representative **[OR Contract Administrator]** at the following address:

[Insert address]

Any notices and approvals required by this Subcontract from the Contractor to the Subcontractor shall be issued by the Procurement Representative **[OR Contract Administrator]**.

- b. The Contractor's Technical Representative for this Subcontract is **[insert name]**. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the *Statement of Work*. The Technical Representative is not authorized to make changes to the work or modify this Subcontract.

8. Travel Requirements

- a. All travel not included in the Subcontractor's approved budget must be approved in advance by the Contractor.
- b. All foreign travel must be approved in advance by the Contractor, even if the cost is included in the Subcontractor's approved budget for this Subcontract.

9. Performance of Work

The subcontractor will perform the work at a location other than the DOE Facility.

10. Incorporated Documents

The following documents are hereby incorporated as Attachments **[OR Appendices]** to this Schedule of Articles of this Subcontract:

General Provisions for Standard Research Subcontracts, dated _____
Statement of Work dated _____ **[OR Appendix I]**
Subcontractor's Cost Proposal dated _____ (if applicable) **[OR Appendix II]**
Contractor-Furnished Government Property dated _____ **[OR Appendix III]**

[List others if applicable.]

GENERAL PROVISIONS

CLAUSE 1 - PUBLICATIONS

- A. The Subcontractor shall closely coordinate with the Contractor's Technical Representative regarding any proposed scientific, technical or professional publication related to the results of the work performed or any data developed under this Subcontract. The Subcontractor shall provide the Contractor an opportunity to review any proposed manuscripts describing, in whole or in part, the results of the work performed or any data developed under this Subcontract at least thirty (30) days prior to their submission for publication. The Contractor will review the proposed publication in order to identify any concerns or issues related to matters such as use of proprietary information or patentable material (consistent with the Patent and Data Rights clauses herein), national security, and completeness. A response shall be provided to the Subcontractor within thirty (30) days; otherwise, the Subcontractor may proceed with publication submission. The Subcontractor agrees to reasonably consider any concerns or issues identified by the Contractor's Technical Representative prior to publication.
- B. Subcontractor may acknowledge the Contractor, and Government sponsorship of the work as appropriate.

CLAUSE 2 - NOTICES

- A. The Subcontractor shall immediately notify the Contractor's Procurement Representative [OR Contract Administrator] in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim against the Subcontractor, the cost and expense of which is allowable under the terms of this Subcontract.
- B. If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the Contractor's Procurement Representative [OR Contract Administrator] in writing of such circumstances, and the Subcontractor shall take whatever action is necessary to cure such defect within the shortest possible time.

CLAUSE 3 - ASSIGNMENTS

The Contractor may assign this Subcontract to the Government or its designee(s). Except as to assignment of payment due, the Subcontractor shall have no right to assign or mortgage this Subcontract or any part of it without the prior written approval of the Contractor's Procurement Representative [OR Contract Administrator], except for subcontracts already identified in the approved budget.

CLAUSE 4 – DISPUTES

A. Informal Resolution

1. The parties to a dispute shall attempt to resolve it in good faith, by direct, informal negotiations. All negotiations shall be confidential. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
2. The parties, upon mutual agreement, may seek the assistance of a neutral third party at any time, but they must seek such assistance no later than 120 days after the date of the Contractor's receipt of a claim. The requirement to seek the assistance of a neutral third party may be waived or modified only with the consent of all parties. The parties may request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation shall be shared equally by both parties. If requested by both parties, the neutral third party may offer a non-binding opinion as to a possible settlement. All discussions with the neutral third party shall be confidential.
3. In the event the parties are unable to resolve the dispute by using a neutral third party or waive the requirement to seek such assistance, the Contractor will issue a written decision on the claim.

B. Formal Resolution

1. If a dispute has not been resolved by informal resolution, it may be submitted to binding arbitration upon agreement of both parties, by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). If arbitration is agreed to by both parties, such decision is irrevocable and the outcome of the arbitration shall be binding on all parties.
2. Each party to the arbitration shall pay its pro rata share of the arbitration fees, not including counsel fees or witness fees or other expenses incurred by the party for its own benefit.
3. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

C. Litigation

If arbitration is declined for such disputes, the parties may pursue litigation in any court of competent jurisdiction.

D. Governing Law

This Subcontract shall be interpreted and governed in accordance with all applicable federal and state laws and all applicable federal rules and regulations.

CLAUSE 5 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

The parties understand that materials and information resulting from the performance of this Subcontract may be subject to export control laws and that each party is responsible for its own compliance with such laws.

CLAUSE 6 - COST ACCOUNTING STANDARDS (CAS) LIABILITY

[Applicable to Subcontracts exceeding \$550,000]

Clause 9 below incorporates the clause, *COST ACCOUNTING STANDARDS - EDUCATIONAL INSITUION*, FAR 52.230-5, in these GENERAL PROVISIONS. Notwithstanding the provisions of that clause, or of any other provision of the Subcontract, the Subcontractor shall be liable to the Government for any increased costs, or interest thereon, resulting from any failure of the Subcontractor, with respect to activities carried on at the site of the work, or of a subcontractor, to comply with applicable cost accounting standards or to follow any practices disclosed pursuant to the requirements of such clause.

CLAUSE 7 - DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA

Generally, delivery of Limited Rights Data (or Restricted Computer Software) should not be necessary. However, only if Limited Rights Data will be used in meeting the delivery requirements of a the subcontract, the following disclosure and use restrictions shall apply to and shall be inserted in, any FAR 52.227-14 Limited Rights Notice on any Limited Rights Data furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to Sub-paragraph (g)(2) of the *RIGHTS IN DATA - GENERAL* clause of the GENERAL PROVISIONS:

- A. This "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;
 - B. This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract 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
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- C. This "Limited Rights Data" may be used by the 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.

CLAUSE 8 - ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising this Subcontract shall be resolved by giving precedence in the following order: (a) the SCHEDULE OF ARTICLES and this Subcontract Signature Page; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or *Statement of Work*.

CLAUSE 9 - CLAUSES INCORPORATED BY REFERENCE

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 GENERAL PROVISIONS with the same force and effect as if they were given in full text, as prescribed below.

The full text of the clauses may be accessed electronically at <http://www.arnet.gov/far/> (FAR) and <http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation> (DEAR).

As used in the clauses, the term "contract" shall mean this Subcontract; the term "Contractor" shall mean the Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor, and the terms "Government" and "Contracting Officer" shall mean the Contractor, except in FAR clauses 52.227-1 Alternate I, and 52.227-14, and DEAR clauses 952.227-11, 970.5232-3 and 52.245-05 Alternate I, in which clauses "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract DE-_____ with the Contractor. As used in DEAR clauses 952.204-72 and 952.227-9, the term "DOE" shall mean DOE/NNSA or the Contractor.

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. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS UNLESS OTHERWISE INDICATED BELOW:

DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (OCT 1997). Applies if the Subcontract is for unclassified research involving nuclear technology.
DEAR 952.204-72	DISCLOSURE OF INFORMATION (APR 1984). Applies if the Subcontract is for unclassified research involving nuclear technology.
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (APR 1998). Substitute 31.3 for 31.2 in paragraph (a).
FAR 52.216-15	PREDETERMINED INDIRECT COSTS RATES (APR 1998).
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).
FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999).
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (JAN 1997) AND ALTERNATE I. Applies only if Subcontract involves delivery of hazardous materials.
DEAR 952.227-9	REFUND OF ROYALTIES (DEC 2000). Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.
DEAR 952.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995). (Applies only if Subcontractor is a nonprofit organization as set forth in 48 CFR 27.301. If Subcontractor does not qualify in accordance with 48 CFR 27.301, it may request a patent waiver pursuant to 10 CFR 784.)
FAR 52.227-14	[Check provision below that applies OR include only applicable provision]. _____ RIGHTS IN DATA-GENERAL with ALTERNATE V and DEAR 927.409 Paragraphs (a) and (d)(3). Applies if the Subcontract is for development work, or for basic and applied research where computer software is specified as a Deliverable in the Scope of Work or other special circumstances apply as specified in the agreement. _____ RIGHTS IN DATA-GENERAL with ALTERNATE IV, subparagraph (c)(1) and DEAR 927.409, subparagraph (a) Definitions. Applies if the Subcontract is for basic or applied research and computer software is not specified as a Deliverable in the Scope of Work, and no other special circumstances apply per DEAR 927.409.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987). Applies if the Subcontract is based upon a technical proposal.
FAR 52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988). Applies if any part of this Subcontract is to be performed in the State of New Mexico.
FAR 52.232-20	LIMITATION OF COST (APR 1984). Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
FAR 52.242-15	STOP-WORK ORDER (AUG 1989) with ALTERNATE I (APR 1984).

FAR 52.244-6	SUBCONTRACTS (AUG 1998) with ALTERNATE II. (Paragraph (e) insert: "Any subcontract or purchase order for other than "commercial items" exceeding the simplified acquisition threshold.").
FAR 52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS (JAN 1986) with Alternate I. (Paragraphs (e)(1) and (e)(2) insert, "and DOE Acquisition Regulations Subpart 945.5," after the reference to FAR Subpart 45.5).
FAR 52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).
FAR 52.247-63	PREFERENCE FOR U. S.-FLAG AIR CARRIERS (JAN 1997). Applies if the Subcontract involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 2000).
DEAR 952.247-70	FOREIGN TRAVEL (DEC 2000).
FAR 52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996).
DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984). Applies if the Subcontract involves leased space that is reimbursed.

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2,500:

FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000).
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APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

FAR 52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998).
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998).
FAR 52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999).

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JULY 1995).
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JULY 1995), excluding Paragraph (c)(1).
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1997).

FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000).
FAR 52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000).
DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002), Paragraph (a).
DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000).
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000).

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) if subcontract exceeds \$550,000.
FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997) not used when 52.215-10 is included. In subcontracts greater than \$550,000.
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997). Applies if 52.215-10 applies.
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997). Applies if 52.215-11 applies.
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS (JUNE 1987).
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000). Applies unless there are no subcontracting possibilities.
FAR 52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (APR 1998).
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999).

(END OF GENERAL PROVISIONS)