



DEPARTMENT OF ENERGY (DOE) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT

A. INCORPORATION OF DOE/DEAR CLAUSES

The Department of Energy (DOE) Supplement to the FAR, the Department of Energy Acquisition Regulation (DEAR), clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by SRC and SELLER in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

- 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contractor" means SELLER, as defined in SRC's TC2, acting as the immediate (first-tier) subcontractor to SRC
4. "Prime Contract" means the contract between SRC and the U.S. Government or between SRC and its higher-tier contractor in support of a contract with the U.S. Government.
5. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Contract.
6. "Head of Agency," means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
7. The term "DOE" means the Department of Energy; "FERC" means the Federal Energy Regulatory Commission; and "NNSA" means the National Nuclear Security Administration.

C. NOTES

- 1. Substitute "SRC" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "SRC Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SRC" after "Government" throughout this clause.
4. Insert "or SRC" after "Government" throughout this clause.

- 5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through the SRC Procurement Representative.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SRC's government prime contract under which this Contract is entered.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor shall, at the request of SRC, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SRC may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If SRC furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SRC, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U. S. Government prime contracts.

F. DEAR SUPPLEMENT FLOWDOWN CLAUSES

The following DEAR clauses apply as indicated:

Table with 2 columns: REFERENCE and TITLE. Contains 6 rows of clause references and descriptions, such as WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) and SECURITY (MAY 2011).

- (g) 952.217-70 ACQUISITION OF REAL PROPERTY (MAR 2011)
(Applicable if Work under this Contract requires Contractor to acquire by lease or purchase the use of real property on the Government's behalf or at Government expense. Note 2 applies.)
- (h) 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
(Applicable if DEAR 970.5223-1 applies to this Contract.)
- (i) 952.227-9 REFUND OF ROYALTIES (MAR 1995) (Applicable if performance of the Work under this Contract will entail payment of royalties of \$250.00 or more. Note 2 applies.)
- (j) 952.227-11 PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)
(Applicable if Work under this Contract is experimental, developmental or research and CONTRACTOR is a small business or non-profit organization. Notes 2 and 5 apply.)
- (k) 952.227-13 PATENT RIGHTS—ACQUISITION BY THE GOVERNMENT (SEP 1997) (Applicable if the Work under this Contract is experimental, developmental or research. Note 5 applies.)
- (l) 952.227-14 RIGHTS IN DATA—GENERAL. (DOE COVERAGE-ALTERNATES VI AND VII) (FEB 1998) (This clause supplements FAR 52.227-14. Applicable if Work under this Contract is experimental, developmental or research and Contractor is specifically notified by SRC pursuant to DEAR 927.404. Note 2 applies.)
- (m) 952.237-70 COLLECTIVE BARGAINING AGREEMENTS--PROTECTIVE SERVICES (AUG 1993) (Applicable if the Work under this Contract involves Contractor furnishing protective services.)
- (n) 952.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Applicable if FAR 52.245-2 applies to this Contract. Note 2 applies.)
- (o) 952.247-70 FOREIGN TRAVEL (JUN 2010) (Applicable if the Work under this Contract will require foreign travel by Contractor.)
- (o) 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996) (Applicable if this Contract involves the risk of public liability, as defined by the Atomic Energy Act and described in subparagraph (d)(2). This clause is not applicable if the Contractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification.)
- (p) 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000) (Applicable only if the Work is to be performed at a Government facility and Contractor is specifically notified by SRC pursuant to DEAR 923.7002. Note 2 applies.)