



TC2C

**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. When a DEAR clause uses a word or term that is defined in the DEAR, the word or term shall have the same meaning as in the definition in DEAR 952-202-1 in effect on the date of this Contract unless (i) a different definition is expressly set forth in this Contract; or (ii) the part, subpart, or section of the DEAR where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act of 1978, as amended, shall have no application to this Contract. Any reference to "Disputes" clause shall mean the "Disputes/Jury Waiver" clause contained in SRC's TC2.

**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. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause contained in SRC's TC2.

**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:

REFERENCE	TITLE
(a) 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) (Applicable if this Contract involves Work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.)
(b) 952.204-2	SECURITY (MAY 2002) (Applicable if Work under this Contract involves classified information. Replaces FAR 52.204-2.)
(c) 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997) (Applicable if Work under this Contract involves classified information.)
(d) 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994) (Applicable if Work under this Contract is unclassified research which may involve making information about nuclear technology available to certain sensitive foreign nations as indicated in DOE N 142.1. In subparagraph (a), substitute "40 days" for "60 days" in the second sentence. Notes 1 and 2 apply.)
(e) 952.208-70	PRINTING (APR 1984) (Note 2 applies.)
(f) 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) (Applicable if the value of this Contract equals or exceeds \$100,000 and the Work involves Contractor furnishing advisory and assistance services. In subparagraphs (c)(1), delete "The Department" and substitute in lieu thereof "SRC"; in subparagraph (c)(2),

delete "DOE" and substitute in lieu thereof "SRC" The required disclosure shall be provided to the SRC Purchasing Representative. Notes 2 and 4 apply.)

- (g) 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)  
(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) 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)  
(Applicable if the Work under this Contract will require Contractor to collect information from 10 or more persons. Note 5 applies.)
- (j) 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.)
- (k) 952.227-11 PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (MAR 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.)
- (l) 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.)
- (m) 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.)
- (n) 952.237-70 COLLECTIVE BARGAINING AGREEMENTS--PROTECTIVE SERVICES (AUG 1993) (Applicable if the Work under this Contract involves Contractor furnishing protective services.)
- (o) 952.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Applicable if FAR 52.245-2 applies to this Contract. Note 2 applies.)
- (p) 952.247-70 FOREIGN TRAVEL (DEC 2000) (Applicable if the Work under this Contract will require foreign travel by Contractor.)
- (q) 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.)
- (r) 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.)