



Oak Ridge National Laboratory
 Acting under contract DE-AC05-00OR22725
 With the U.S. Department of Energy
 Internet: <https://contracts.ornl.gov/>

UT-Battelle, LLC Fixed Price Subcontract (All)

When executed by UT-Battelle, LLC, this Subcontract, as described, shall constitute the entire agreement between the Parties hereto and any Terms or Conditions offered by the Subcontractor in addition thereto or in any way different from those set forth herein are hereby objected by UT-Battelle, LLC. Seller agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract are subject to and governed by this document and any documents attached or incorporated by reference.

1. THE SCHEDULE

Vendor Name:

Subcontract Number:

Brief Description:

Period of Performance Start Date:

Period of Performance End Date:

Subcontract Type: Fixed Price

Total Value:

Name and Address of Buyer

UT-Battelle, LLC
 c/o Oak Ridge National Laboratory
 P.O Box 2008, Bldg 1055COM
 Oak Ridge, TN 37831
 Attention: Jason Holder
 Phone: (865)341-3684
 E-Mail Address: holderje@ornl.gov

Name and Address of Seller / Subcontractor

Name: _____
 Street: _____
 City/State: _____
 Attention: _____



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Phone: _____
 Email: _____

Primary Performance Location (ORNL or Vendor/Specified Location)

Name: _____
 City/State: _____

The product classification for this procurement under the North American Industry Classification System (NAICS) is Code: 541512 – Computer System Design Services

NOTICE: Per DOE Directive No. DOE O 142.3B, *Unclassified Foreign National Access Program*, all deliverables coming on site to a DOE Laboratory, including Oak Ridge National Laboratory (ORNL), must be delivered by a United States citizen. If a foreign national attempts to deliver anything to the ORNL site, the driver will not be allowed on site.

2. SUBCONTRACT PRICE

FUNDING AUTHORIZATION

- a. The total estimated cost to the Company for performance of this Contract is referenced above under the total value field. The amount currently allotted to this Contract for payment of allowable costs is based on availability of funding. Company is not obligated to reimburse Seller for costs incurred in excess of the total amount allotted. Seller is not obligated to continue performance or otherwise incur costs in excess of the total amount allotted until Company increases allotted funds.
- b. The funding for the subcontract will be done by purchase order releases sent over the Ariba Network. It is understood that those releases constitute when additional funding is available on the subcontract. **Without a Purchase Order release there is no funding for work under this subcontract.**



FIXED PRICE: For Small or Foreign Owned Businesses – Due to the treatment of Intellectual Property rights for these two categories of firms, Fixed Price contract model will be utilized.

FIXED PRICE SUBCONTRACTS

- a. The total fixed price for this agreement is *referenced above under the total value field*.

FIXED PRICE – PRICE SHARING: Only for Large Businesses based in the United States – ORNL anticipates DOE will grant a class advance waiver on IP for this work for large businesses that chose to retain IP copyright. Price sharing is a condition of the class advance waiver.

FIXED PRICE - PRICE SHARING (For Subcontract Awarded to Large Business)

- a. This is a price-sharing Subcontract. The total estimated price of performing the work under this Subcontract is *referenced above under the total value field*. The Company shall bear 60% of the price incurred up to the total price to the company under this section, and the Seller shall bear 40%, for a total price to the Seller of \$ _____. The total price to the Company is fully funded.
- b. If the total price is increased, the Company and Seller will, in good faith, negotiate a price-share percentage and the subcontract will be modified accordingly.

Table 1 reflects the upper level work scopes and the associated pricing for this Agreement

Table 1.

Required Non-Recurring Engineering Items			
Description	Pricing		
	Seller's Share (40%)	Company's Share (60%)	Extended Price
1.			
2.			

FIXED PRICE OPTIONS

The Company shall have the option(s) to purchase additional quantities of the items or services described in the below sections as follows:

Option No.1: _____

Quantity: _____



Unit Price: _____

Total Price: _____

Period of Performance: _____

Option No.2: _____

Quantity: _____

Unit Price: _____

Total Price: _____

Period of Performance: _____

In the event the Company does not exercise any option by the time specified in the period of performance for the exercise of such option, or any other date mutually agreed to, the Seller shall be relieved of its obligation to furnish items under options not already exercised.

3. SPECIFICATIONS/STATEMENT OF WORK

- a. Independently and not an agent of the Company, the Seller shall furnish all necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Company as needed to perform the Specification/Statement of Work in attachment A.

4. PAYMENT/BILLING INFORMATION

- a. Period of Performance: Seller agrees to accept task orders issued during the performance period. In the event that the period of performance of the task order extends beyond the period of performance of the Contract, the period of performance of the task order shall prevail. The rights and obligations of the parties respecting those orders shall be governed by this Contract to the same extent as if completed during its term.
- b. Payment Terms: The payment terms are Net 30 Days (for Large business) Net 15 Days (for Small Business) – no discount.
- c. Electronic Funds Transfer (EFT): Electronic Funds Transfer (EFT) expedites payments to subcontractors and is our preferred method of payment. A remittance notification (email or fax) is automatically generated to you at the time of payment. To sign up for EFT,



revise your banking information, or contact us to verify your current payment information, visit our website at <https://contracts.ornl.gov/> in the "Electronic Funds Transfer" section.

- d. Ariba Network for Suppliers: For detailed payment/billing information or inquiries concerning invoices and payments please access the Ariba Network account for your organization at <https://supplier.ariba.com/> or email your questions to ornlap@ornl.gov.
- e. Place of Performance: All work hereunder shall be performed at the reference filed above Primary Performance Location and other locations as mutually may be agreed upon by Company and Seller.
- f. Invoices: Invoices shall be submitted via the Ariba network, or by emailing a copy to ORNL Accounts Payable at ORNLAP@ornl.gov. Each invoice shall reflect milestones or services complete and billable under the Agreement. All payments will be made in U.S. Dollars.

5. ADMINISTRATION

Sole authority to make changes in or amendments to this Subcontract and to effect deviations from the work herein specified is hereby vested in the authorized representative of Company's Procurement Officer and must be made in writing. Unauthorized changes, alterations or modifications to this Subcontract will not be considered for equitable adjustment.

Changes to the Subcontract or its scope shall not be made without the express written authorization of the designated Company's Procurement Officer. Except as otherwise specifically provided herein, any notices to be furnished by Seller to Company, or by Company to Seller shall be sent by mail or electronic means as follows:

COMPANY'S TECHNICAL PROJECT OFFICER

The clause, "**Technical Direction**", is available in the "Documents Index" and then "Special Articles and Forms" section of our web site at <https://contracts.ornl.gov/>, and is incorporated by reference and amended as follows: "*Performance under this subcontract is subject to the technical direction of the Company's Technical Project Officer (TPO):*"

UT-Battelle, LLC c/o Oak Ridge National Laboratory

Location is referenced above

Attention: _____

Phone No. () _____ - _____

E-mail Address: _____



COMPANY’S PROCUREMENT OFFICER

UT-Battelle, LLC c/o Oak Ridge National Laboratory

Location is referenced above

Attention: _____

Phone No. () _____ - _____

E-mail Address: _____

SELLER TECHNICAL PROJECT OFFICER/POINT OF CONTACT

Attention: _____

Phone No. () _____ - _____

E-mail Address: _____

SELLER SUBCONTRACT REPRESENTATIVE/POINT OF CONTACT

Attention: _____

Phone No. () _____ - _____

E-mail Address: _____

6. GENERAL PROVISIONS

NOTE: Standard government forms (SF) mentioned herein are available at <http://www.gsa.gov/forms>. Other forms, clauses, articles, and documents are available at our web site, <https://contracts.ornl.gov/>.



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UT-BATTELLE PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER Prime Contract No. DE-AC05-00OR22725 is available in the "Documents Index" and then "Special Articles and Forms" section of our web site at <https://contracts.ornl.gov/>.

NOTICE: This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) [41CFR 60-1.4(b) for Construction], 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take **affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this agreement.

Any Representations and Certifications submitted by the Seller that resulted in this document are incorporated by reference. All articles and documents incorporated by reference, including those made a part of General Provisions, apply as if they were set forth in their entirety.

U.S. National Laboratories and Government

The work performed under this subcontract is of interest to other National Laboratories and DOE. The Seller agrees that Company may share and otherwise distribute deliverables, information, data, software, and any correspondence provided by the Seller under this Subcontract with personnel at the listed US National Laboratories and the US Government.

- a. UChicago Argonne LLC, manager and operator of Argonne National Laboratory (Argonne)
- b. Lawrence Livermore National Security LLC, manager and operator of Lawrence Livermore National Laboratory (LLNL)
- c. Triad National Security LLC, manager and operator of Los Alamos National Laboratory (LANL)
- d. University of California, manager of Lawrence Berkeley National Laboratory (LBNL)
- e. National Technology and Engineering Solutions of Sandia, LLC, manager and operator of Sandia National Laboratories (SNL)

f. US Government including but not be limited to Department of Energy, National Nuclear Security Administration (NNSA) and US Department of Energy, Office of Science (DOE SC)

The terms and conditions for this Subcontract can be found on our website at <https://contracts.ornl.gov/> in the “Documents Index” and then "Terms and Conditions" section.

The following terms will apply under the Terms and Conditions tab:

- a. Terms and Conditions – Fixed Price BSD-CS-2150 (08/29/2023)

Do not Include Sales or use taxes - See Blanket Certificate of Resale at <https://contracts.ornl.gov/>.

7. SPECIAL PROVISIONS

All articles and documents incorporated by reference, including those made a part of Special Provisions apply as if they were set forth in their entirety.

Exhibit 1B - PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (Feb 2009)*

Exhibit 1C, Patent Rights – Retention by the Seller (Short Form) (Mar 2001)**

Exhibit 9, Technical Data (June 2011)

Note

*Applicable to US Large Business Awardee that does not agree to patent waiver price share and foreign businesses

**Applicable to Small Business Awardee

8. LIST OF ATTACHMENTS:

9. SIGNATURES

Your acceptance of this order serves as your certification that you are in compliance with 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, and 52.203-11, Certification and Disclosure Regarding payments to Influence Certain Federal Transactions, as of the time of award.



Seller’s Agreement

Seller agrees to furnish and deliver the items or perform services to extent stated in this document for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract are subject to and governed by this document and any documents attached or incorporated by reference.

Signature of Person authorized to sign for Seller

By: _____
Name: _____
Title: _____
Date: _____

UT-Battelle

UT-Battelle, LLC (Company) agrees to award this subcontract to Seller. The rights and obligations of the parties to this subcontract are governed by this and any documents attached or incorporated by reference.

Signature of person authorized to sign

By: _____
Name: _____
Title: _____
Date: _____

