

# Subcontract

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between

UT-Battelle, LLC

and

[Vendor]

DRAFT

**SECTION. A – Agreement Form**

**A.1 Subcontract Type:** The type of Subcontract is Firm Fixed Price.

Issued By:	Name and Address of Seller
UT-Battelle LLC	
c/o Oak Ridge National Laboratory	
P.O. BOX 2008, Bldg. 5700	
Oak Ridge, TN 37831-6024	

**A.2 Brief Description of Supplies or Services:** Non-Recurring Engineering and Center of Excellence Support

**A.3 Table of Contents:**

TABLE OF CONTENTS					
(X)	Sec.	Description	(X)	Sec.	Description
X	A	Agreement Form	X	F	Performance Period and Payment Information
X	B	Supplies or Services and Prices/Costs	X	G	General Provisions
X	C	Specifications/Statement of Work	X	H	Special Provisions
	D	Delivery, Shipping, Packaging	X	I	List of Attachments
	E	Inspection and Acceptance			

**A.4 Submit Invoices To:** UT-Battelle LLC – Accounts Payable  
 Email pdf file to [ornlap@ornl.gov](mailto:ornlap@ornl.gov)  
 or Fax to 865-241-1080

**A.5 Total Amount of Subcontract:** \$           TBD          

<p><b>Seller's Agreement.</b>                      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.</p>	<p><b>Award.</b>                      UT-Battelle, LLC (Company) agrees to award this Subcontract to Seller. 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.</p>
<p><b>(X) Seller is required to sign and return a copy of this document. (Checked if applicable)</b></p>	<p>UT-Battelle, LLC</p>
<p><b>A. Signature of person authorized to sign for Seller</b></p>	<p><b>A. Signature of person authorized to sign</b></p>
<p><b>B. Name of signer:</b></p>	<p><b>B. Name of signer:</b></p>
<p><b>C. Title of signer:</b></p>	<p><b>C. Title of signer:</b></p>
<p><b>D. Date</b></p>	<p><b>D. Date</b></p>





In the event the Company does not exercise any option by the time specified in Section F 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.

### **SECTION C – Specifications/Statement of Work**

#### **C.1 Statement of Work**

The statement of work entitled, “ \_\_\_\_\_ ” is made a part of this Agreement, see attachment 1.

### **SECTION F – Performance Period and Payment Information**

**F.1. Performance Period.** The performance period of this subcontract shall begin on  TBD  and end on  TBD .

**F.2. Payment Terms** The payment terms are Net 30 Days - No discount.

**F.3. 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 <http://www.ornl.gov/adm/contracts/eft.shtml>.

**F.4. Vendor Account Status System.** For detailed payment information or inquiries concerning invoices and payments visit the UT-Battelle, LLC Accounts Payable Vendor Status System (VASS) at <http://www.ornl.gov/adm/ap/> or email your questions to [ornlap@ornl.gov](mailto:ornlap@ornl.gov).

#### **F.5. Invoicing**

**F.6.** The Seller shall submit a proper invoice for payment in accordance with the negotiated terms to the address shown in the block titled "Send Invoices To" on the first page of this document. Each invoice shall reflect milestones or services complete and billable under the Agreement. All payments will be made in U.S. Dollars.

#### **F.7 Price-Share Information**

Each invoice shall also include the following:

- 1) Amount invoiced for payment
- 2) Amount of the Seller's price-share associated with the individual payment being billed
- 3) A running cumulative total amount of the billings and the price-share
- 4) Seller will include a breakdown of the project costs by milestone that were given to the Company during the proposal phase. Notwithstanding, Seller is not required to give any actual costs or hours.

## **F.8 Milestone Payment Schedule**

The Milestone Payment Schedule is in Attachment \_\_\_\_\_.

### **SECTION G – 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, <http://www.ornl.gov/adm/contracts/documents.shtml>.

#### **NOTICE:**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) [41 CFR 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.

General Terms and Conditions - Fixed Price (08/29/2023)

#### **DO NOT INCLUDE SALES OR USE TAXES**

See Blanket Certificate of Resale at <http://www.ornl.gov/adm/contracts/documents.shtml>.

### **SECTION H – Special 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, <http://www.ornl.gov/adm/contracts/documents.shtml>.

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.

## **H.1 Technical Direction**

The clause, Technical Direction (Jan 2006), 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):"

The TPO for the entire subcontract and specifically NRE is \_\_\_\_\_.

TPO Name:

TPO Telephone No:

TPO Email Address.:

## **H.2 Key Personnel**

The following personnel are considered to be essential to the work being performed hereunder:

- 1.
- 2.
- 3.

The Seller must notify the Company before diverting any listed person(s) to another program, providing justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without the consent of the Company; provided, that the Company may ratify a diversion in writing and the ratification shall constitute consent. The list of key personnel may be revised by mutual agreement during the period of this Agreement.

## **H.3 Key Subcontractor**

For purposes of this clause a Key Subcontractor is a Subcontractor performing a significant portion of the work under this Agreement, relative to cost or technical function. The Key Subcontractor's performance is critical to the successful completion of the Seller's work requirements. As a Key Subcontractor the Company may be interested in performing on-site Quality surveys in order to assess the capability and progress of their portion of the work. The Key Subcontractor(s) specified below:

- 1.
- 2.
- 3.

are considered to be essential to the work being performed hereunder. The subcontract award to the Seller is based on use of the Key Subcontractor(s) for the work specified above. Prior to diverting any of the specified work to another Subcontractor, the Seller shall notify the Company reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without the consent of the Company required by this clause.

## **H.4 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.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

**H.5 Milestone Payment Clause (May 2010)**

**H.6 Exhibit 9, Technical Data (June 2011)**

**H.7 Patent Waiver**

RESERVED

**H.8 Center of Excellence**

RESERVED

**H.9 Small Business Subcontracting Plan**

The Seller's commercial Small Business Subcontracting Plan approved \_\_\_\_\_ is incorporated into this Agreement, see Attachment \_\_\_\_\_.

**H.10 Data Rights and Assertions**

RESERVED

**H.11 Software Assurance Requirements**

RESERVED

## **SECTION I – List of Attachments**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.