**DEFINITIONS (Nov 2018)**

“Triad” means Triad National Security, LLC (Triad), a limited liability company, which manages and operates Los Alamos National Laboratory (LANL) pursuant to Contract No. 89233218CNA000001 between the U.S. Department of Energy (DOE) / National Nuclear Security Administration (NNSA) and Triad. Triad also means Contract Administrator, the individual authorized to act on behalf of Triad.

“Final Acceptance” means Triad’s acceptance of all of the Work as a whole following CONSULTANT completion.

“GOVERNMENT” means the United States of America and includes the DOE / NNSA.

“Laboratory*”* or *“*LANL*”* means the geographical location of Los Alamos National Laboratory, a Federally Funded Research and Development Center owned by the DOE / NNSA.

**INDEPENDENT CONTRACTOR (Nov 2018)**

CONSULTANT shall act as an independent contractor and not as the agent of Triad or GOVERNMENT in performing this Agreement.

**NEW MEXICO GROSS RECEIPTS TAX (Nov 2018)**

CONSULTANT is required to pay such New Mexico Gross Receipts Tax (NMGRT) as may be required by law. Triad will issue a New Mexico Nontaxable Transaction Certificate (NTTC) to CONSULTANT, on the condition that CONSULTANT only uses the NTTC as permitted by New Mexico law. In no event will the payment of NMGRT by CONSULTANT be considered an allowable cost under this Agreement if CONSULTANT is eligible for applicable deductions or exemptions from NMGRT under New Mexico law.

**NONDISCLOSURE, PUBLICITY AND ADVERTISING (Nov 2018)**

CONSULTANT’S disclosure to a third party of any information, reports, advice, opinions, alternatives, analyses, evaluations, recommendations, material, data, charts, graphs, or records obtained, developed or maintained under this Agreement is prohibited, except as approved in writing in advance by Triad. Furthermore, CONSULTANT shall not make any announcement, release any photographs, or release any information concerning this Agreement, or the Laboratory, or any part thereof to any member of the public, press, business entity, or any other third party unless prior written consent is obtained from Triad. All CONSULTANT requests for review and approval shall be addressed to Triad.

**CHOICE OF LAW AND DISPUTES PROCESS (Jan 2010)**

If the parties are unable to resolve a dispute, prior to proceeding to litigation both parties shall participate in good faith in mediation conducted by an independent mediator. The parties will agree on the format of the mediation and the mediator to conduct the mediation. The cost of the mediator and related expenses shall be shared equally by the parties. If the parties are unable to resolve the dispute through mediation, either party may bring an action in the New Mexico First Judicial District Court in Los Alamos County. The parties waive any right to trial by jury and further waive any claim for punitive damages. This Agreement shall be construed and interpreted according to the laws of the State of New Mexico.

**ASSIGNMENTS (Nov 2018)**

This Agreement may be assigned by Triad, in whole or in part, to GOVERNMENT or to others upon written notice to CONSULTANT.

**RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL (Jan 2010)**

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

**TREATMENT OF INTELLECTUAL PROPERTY (Nov 2018)**

While this Agreement does not envision the creation of Intellectual Property including any patentable product process or the like or any copyrightable material, if the work contemplated by this Agreement results in the creation of any Intellectual Property, CONSULTANT shall disclose such Intellectual Property to Triad and any ownership issues related to such Intellectual Property shall be resolved in accordance with Contract No. 89233218CNA000001 between the U.S. Department of Energy (DOE) / National Nuclear Security Administration (NNSA) and Triad.

**ENVIRONMENTAL, SAFETY, HEALTH AND SECURITY REQUIREMENTS (Feb 2020)**

CONSULTANT shall comply with all applicable Federal, State, DOE/NNSA environmental, safety, and health requirements as well as Laboratory environmental, safety, health and security requirements associated with the work under this Agreement.

CONSULTANT shall be escorted into any LANL limited area (i.e., security areas that have boundaries defined by physical barriers).

CONSULTANT shall sign a written acknowledgement provided by Triad that CONSULTANT has been briefed regarding the Laboratory specific environmental, safety, health and security requirements related to the work under this Agreement, prior to commencement of work; said acknowledgment shall become a part of this agreement and labeled Attachment A. Triad reserves the right to impose additional environmental, safety and health requirements on CONSULTANT as may be necessary and appropriate.

Notwithstanding the foregoing, CONSULTANT will comply with Triad’ security procedures, rules, regulations, policies, working hours and holiday schedules while visiting LANL’s premises. All foreign national CONSULTANTS are required to have approval from the LANL Foreign Visits and Assignments office prior to their arrival at LANL. They will be required to present a valid passport and visa documentation before approval will be granted.

**INSURANCE REQUIREMENTS (Jun 2017)**

(a) CONSULTANT shall, at its expense, maintain in effect at all times, during the performance of the Work, insurance coverage with limits not less than those set forth below and with insurers with an A.M. Best rating of not less than A-VII.

* Workers' Compensation with limits and coverage as required by any applicable State and Federal law or regulation.
* Automobile Liability coverage on any vehicles that CONSULTANT may use on Laboratory owned or leased property, with limits of liability for bodily injury or property damage of not less than that required by New Mexico law.
* Errors and Omissions covering CONSULTANT'S professional negligent acts, errors or omissions with a limit of not less than $1,000,000 per claim/annual aggregate.

(b) When requested by Triad, CONSULTANT shall deliver to Triad certificates of insurance evidencing that such coverage and limits of insurance are in full force and effect.

**TRAVEL COSTS AND REIMBURSEMENT (Jan 2010)**

(a) Costs for transportation, lodging, meals, and incidental expenses incurred by CONSULTANT for travel relating to the performance of, and chargeable to this Agreement are subject to the provisions and limitations of FAR 31.205-46. In addition to the foregoing, the following limitations apply to reimbursement for costs for lodging, meals, and incidental expenses incurred by CONSULTANT:

(1) CONSULTANT will not be entitled to reimbursement for travel, lodging, meals or incidental expenses while working at Los Alamos National Laboratory, if CONSULTANT resides within a 100 mile radius of Los Alamos.

(2) Lodging reimbursement shall not exceed actual lodging costs and shall in no case exceed on a daily basis the maximum rates in effect at the time as set forth in the Federal Travel Regulation (FTR), prescribed by the General Services Administration for the location in which work under this Agreement is performed. Domestic per diem rates may be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

(3) Cost for transportation based on mileage rates may not exceed the standard mileage reimbursement rate for a privately owned automobile established by the Internal Revenue Service (IRS). Privately Owned Vehicle (POV) Mileage Reimbursement Rates may be found at [www.gsa.gov/mileage](http://www.gsa.gov/mileage).

(4) Receipts supporting all reimbursements for travel costs over $75, other than M&IE and transportation based on mileage rates, shall be submitted to support invoices that include such costs.

# PROCEDURES FOR OFFICIAL FOREIGN TRAVEL (Feb 2020) This clause is applicable only if foreign travel is required.

(a) “Official foreign travel” is defined in DOE O 551.1D as approved travel (whether wholly or partly on official business) from the United States (including Alaska, Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States) to a foreign country and return or travel between foreign countries by persons, including foreign nationals, whose salaries or travel expenses or both will ultimately be funded in whole or in part by DOE from its appropriations. Official foreign travel also includes travel funded by non-DOE [sources] (work for others) where the traveler represents the Department or conducts business on behalf of the U.S. Government.:

(b) Official foreign travel by SUBCONTRACTOR personnel, or lower tier subcontractor personnel, shall be approved in advance for each separate trip regardless of whether funds for such travel are contained in an approved budget. CONTRACTOR must enter all official foreign travel requests in the Foreign Travel Management System (FTMS) at least 30 calendar days before the proposed departure date, unless exigent circumstances exist. Consequently, all SUBONTRACTOR requests for approval of foreign travel shall be submitted to CONTRACTOR at least 35 calendar days prior to the planned departure date on LANL Form 1512, *Foreign Travel - Request for Approval Worksheet*. Substantial changes listed below will require reapproval of foreign travel:

(1) addition of one or more countries in the trip request, and

(2) change in trip sensitivity from nonsensitive to sensitive.

(c) SUBCONTRACTOR must use airline carriers that are licensed by a foreign country with a Category 1 rating as determined by the Federal Aviation Administration (FAA) International Aviation Safety Assessment (IASA) Program, or, countries that have achieved effective implementation of the International Civil Aviation Organization (ICAO) Safety Standards unless an exemption is granted by the Responsible Program Secretarial Officer. A list of countries that meet ICAO Category 1 standards may be found at <https://www.faa.gov/about/initiatives/iasa/media/IASAWS.xlsx>.

(d) For each trip and prior to such trip, SUBCONTRACTOR must provide CONTRACTOR estimated travel costs, including but not limited to lodging and meal costs, so that CONTRACTOR may enter that information into FTMS.

(e) To be an allowable cost under this subcontract, official foreign travel must be approved in the FTMS prior to departure. Reimbursement for travel costs while on foreign travel are subject to the United States Department of State Standardized Regulations, Section 925, related to per diem for foreign areas. Foreign per diem rates may be found at <https://aoprals.state.gov/content.asp?content_id=184&&menu_id=75&menu_id=75>.

**ORGANIZATIONAL AND PERSONAL CONFLICT OF INTEREST AVOIDANCE (Nov 2018)**

(a) CONSULTANT affirms that CONSULTANT (1) is not biased because of CONSULTANT'S financial, contractual, organizational, or other interests that relate to the work under this Agreement, and (2) will not use this Agreement to obtain any unfair competitive advantage over other parties for any related work.

(b) CONSULTANT shall notify Triad of any professional or personal relationship CONSULTANT has with Triad, Battelle Memorial Institute, The Texas A&M University System, and The Regents of the University of California, or an employee of any of the named entities.

(c) CONSULTANT certifies that no funds have been paid or will be paid by the CONSULTANT or on CONSULTANT’s behalf to any person for the purpose influencing or attempting to influence an officer or employee of any Executive Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on CONSULTANT'S behalf in connection with the awarding of this Agreement.

(d) CONSULTANT will notify Triad of any past, present, or currently planned interests or activities, whether financial, contractual, organizational, or otherwise, which relate to the proposed work that create or give the appearance of a possible conflict of interest with respect to being able to render impartial, technically sound, and/or objective assistance or advice.