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GENERAL TERMS AND CONDITIONS FOR FIXED-PRICE SUBCONTRACTS (non-commercial) UNDER NATIONAL NUCLEAR SECURITY ADMINISTRATION CONTRACT NO. DE-AC09-08SR22470 SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC SAVANNAH RIVER SITE, AIKEN, SC 29808

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1.0 DEFINITIONS

A. "Company" shall mean Savannah River Nuclear Solutions, LLC (SRNS), Management and Operating Contractor for the Savannah River Site (SRS) under Prime Contract DE-AC09-0SR22470 (Prime or Prime Contract).

B. "Contracting Officer" shall mean Government official executing Prime Contract between Company and Government. Contracting Officer is Government official who is authorized to execute, administer, and terminate the contract, and includes the authorized representatives thereof, when such individuals are acting within the limits of their authority as delegated by Contracting Officer.

C. "DEAR" shall mean Department of Energy Acquisition Regulation.

D. "DOE" shall mean the United States Department of Energy or any duly authorized representative thereof, including any successor or predecessor agency thereof, including Contracting Officer.

E. "FAR" shall mean Federal Acquisition Regulation.

F. "Government" shall mean the United States of America and includes the U.S. DOE, the National Nuclear Security Administration (NNSA), and/or any duly authorized representative thereof.

G. "Head of the Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.

H. "Lower-Tier Subcontract" shall mean a purchase order, subcontract, agreement, price agreement, basic ordering agreement, task order, or modification thereof between a Higher-Tiered Subcontractor and a Lower-Tiered Subcontractor.

I. "Lower-Tier Subcontractor" shall mean a Subcontractor to furnish Supplies or Services for performance to a prime contractor or a Subcontractor.

J. "NNSA" shall mean the United States National Nuclear Security Administration or any duly authorized representative thereof, including any successor or predecessor agency thereof, including Contracting Officer.

K. "Parties" shall mean Company and Subcontractor, together; individually to be referred to as "Party".

L. "Procurement Representative" shall mean applicable Company individual(s) authorized to execute and/or administer Subcontracts for Company.

M. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor under Subcontract.

N. "Subcontract" shall mean purchase order, order, subcontract, agreement, price agreement, basic ordering agreement, task order, or modification of any of the foregoing.

O. "Subcontract Data" shall mean all information, data, and documentation to be provided by Subcontractor and its Lower-Tier Subcontractor(s) of any tier under Subcontract.

P. "Subcontractor" shall also mean the person or organization entering Subcontract with Company.

Q. "Supplies" shall mean items, goods, equipment, components, parts, and materials to be provided by Subcontractor and its Lower-Tier Subcontract of any tier pursuant to Subcontract.

R. "Work" shall mean all the stated or implied activities to be performed by Subcontractor as required by Subcontract, including the furnishing and supervision of all technical personnel and labor, and the supply of equipment, items, materials, and Supplies necessary to perform Subcontract.

2.0 ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence:

(1) Negotiated Terms and Conditions

(2) Terms and Conditions
(3) Clauses Incorporated by Reference
(4) Statement of Work or other description of Services or Supplies

3.0 INDEPENDENT CONTRACTOR

A. Subcontractor shall act in performance of Subcontract as an independent contractor and not as an agent for Company or Government, maintaining complete control over its employees and all Lower-Tier Subcontractors. Nothing contained in Subcontract, or any Lower-Tier Subcontract(s), shall create any contractual relationship between any such Lower-Tier Subcontractor(s) and Government or Company. Subcontractor is solely responsible for actions of itself and its Lower-Tier Subcontractors, agents, and employees.

B. Subcontractor shall not utilize or propose individuals for Work previously terminated for cause from Company.

4.0 ACCEPTANCE OF TERMS AND CONDITIONS

A. Subcontractor, by signing Subcontract or delivering Supplies identified herein, agrees to comply with all terms and conditions and all specifications and other Subcontract documents incorporated by reference or attachment. Subcontractor shall be solely responsible for requesting instructions and interpretations and shall be solely liable for costs and expenses arising from Subcontractor's failure to do so. All rights and obligations shall survive final performance of Subcontract.

B. Subcontract sets forth the entire agreement between Parties concerning the subject matter of Subcontract. To avoid any doubt, Subcontract supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether oral or written, pertaining to the subject matter hereof, and supersedes and takes precedence over any conflicting or supplemental terms and conditions included in any Subcontractor proposal, quote, acknowledgement, or invoice, all of which are hereby objected to and expressly rejected.

C. If Subcontract requires on-site work, Subcontractor will be required to meet the "On-Site Requirements" listed on Company website: SRS - SRNS General Provisions and Related Documents

5.0 SUBCONTRACTING

A. Subcontractor is required to be registered in the System for Award Management (SAM) and maintain an active Unique Entity Identifier (UEI). Subcontractor shall maintain registration in SAM during Subcontract performance and through final payment of any subcontract, basic agreement, basic order agreement, or blanket purchasing agreement, in compliance with FAR 52.204-7 and FAR 42.12. In addition, Subcontractor Information Form (SIF) must be completed and submitted with Subcontractor's solicitation response.

B. Fees for Site required training classes will be absorbed by Company. Subcontractor's attendance time will be compensated for the initial attendance. If Subcontractor's employee does not successfully pass the course, Subcontractor's attendance time for a second pass and beyond will not be reimbursed; however, the class fees will continue to be absorbed by Company. The same scenario applies for substance abuse testing.

C. Subcontractor shall not subcontract all or substantially all Work without prior written electronic approval of Company. This provision shall not apply to purchases of standard commercial Supplies on which Subcontractor shall perform further work.

D. Subcontractor shall select Lower-Tier Subcontractor(s) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of Subcontract.

6.0 LOWER-TIER SUBCONTRACTORS

A. The requirements of this Article shall be flowed down to all Lower-Tier Subcontractors.

B. When the use of a Lower-Tiered Subcontractor is determined to be necessary, the Higher-Tiered Subcontractor shall flow down those terms and conditions applicable for the activities within Lower-Tiered Subcontractor's defined scope of work, in accordance with referenced codes, standards, material specifications, and any other requirements included within Subcontract.

C. Higher-Tiered Subcontractors shall flow down all commercial terms and conditions, including Articles incorporated by

reference, to Lower-Tiered Subcontractor(s), including verification Lower-Tiered Subcontractor(s) has been appropriately qualified to perform activities required to satisfy Subcontract. Higher-Tiered Subcontractor shall maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to Company upon request. This flow down is also required at all levels if Lower-Tiered Subcontractor(s) deems it necessary to subcontract further its parts of Subcontract.

7.0 AUTHORIZED REPRESENTATIVES AND NOTICE

Unless otherwise specified, all notices and communications in accordance with or related to Subcontract shall be between authorized representatives designated in writing by Parties. Notices shall be in writing and may be served either personally on the authorized representative of the receiving Party, by email, courier or express delivery, or certified mail to the address shown on the face of Subcontract or such address as directed by notice.

8.0 CHANGES

Company reserves the right to make changes within the general scope of Subcontract by issuance of a unilateral change order or by bilateral modification to Subcontract. Such changes may include, without limitation, changes in (1) description of Supplies; (2) quantities of Supplies ordered; (3) method of shipment or packaging, and (4) time or place of delivery, inspection, and/or acceptance. Subcontractor shall promptly comply with any such change made by Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of Subcontract shall be made by Parties in a bilateral modification to Subcontract. For any change, whether directed or constructive, Subcontractor must assert any request for equitable adjustment under this Article in writing, together with such supporting information as Company may require, electronically and within thirty days from the date of Subcontractor's first knowledge of the change, or Subcontractor's right to assert such request for equitable adjustment shall be waived.

9.0 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of Subcontract price adjustment pursuant to Changes article or any other provisions of Subcontract, such costs shall be in accordance with the contract cost principles and procedures in FAR 31 as supplemented or modified by DEAR 931, in effect on the date of Subcontract.

10.0 PUBLICITY

A. Subcontractor shall not publicly disclose information concerning any aspect of Supplies or Services relating to Subcontract without prior written electronic approval of Procurement Representative unless specifically required by law.

B. The interest of Company or Government in Subcontract may not be used in advertising or publicity without advance written approval of Procurement Representative.

C. Requirements of this article, including this paragraph, shall be flowed down to Lower-Tier Subcontract(s).

11.0 ASSIGNMENT FOR THE BENEFIT OF GOVERNMENT

A. Assignment by Company. Subcontract may be unilaterally assigned by Company to Government or Government's designee, with subsequent written electronic notice of such assignment to Subcontractor. Following such transfer and assignment, Company shall have no further responsibilities hereunder.

B. Assignment by Subcontractor. Unless permitted in paragraph C of this article, Subcontractor shall not assign Subcontract, including any rights or obligations thereunder, wholly or in part, voluntarily, by operational of law, or otherwise without the prior written electronic consent of Company. Any assignment of Subcontract in violation of the foregoing shall, at the unilateral option of Company, be void. Subcontractor shall submit the documentation prescribed in FAR 42.12 when requesting Company's acceptance of Subcontractor's successor in interest or to recognize Subcontractor's change of name.

C. Assignment of Rights to be Paid. Subcontractor may assign rights to be paid, amounts due, or to become due to a bank, trust company, or other financing institution, including a Federal lending agency, if Procurement Representative is promptly furnished written notice and a signed copy of such assignment, provided any assignment of monies shall be subject to (1) proper setoffs in favor of Company and (2) any deductions provided for in Subcontract.

D. Funding. Unless at the unilateral discretion of Company, Company shall make all payments under Subcontract from

Government funds advanced and agreed to be advanced by Government, and not from its own funds. In almost all circumstances, funds recovered by Company from Subcontractor are Government funds.

E. Right to Recovery. If Company seeks recovery from Subcontractor, Subcontractor agrees it shall not plead, assert, or raise, in any manner, a defense Company has no right to recover (1) because Company, itself, rather than Government, has suffered no damages on account of the cost-reimbursable nature of Company's Prime, or (2) because Government has accepted the project or task performed under Subcontract.

12.0 APPROVALS

Approval by Company of designs, work drawings, specifications, reports, or any other data submitted by Subcontractor hereunder shall not affect or relieve Subcontractor from any responsibility to furnish said Supplies in full conformance with requirements of Subcontract.

13.0 DISPUTES

A. Subcontractor and Company agree to make good-faith efforts to settle any dispute or Claim arising under Subcontract through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, Parties shall consider the use of Alternative Dispute Resolution (ADR). Whether meditation or binding arbitration is voluntarily agreed to, or court ordered, the site of the proceedings shall be Aiken, South Carolina; Parties shall share the cost of obtaining mediator or arbiter, and each Party shall bear its discretionary costs.

B. "Claim," as used in this Article, means a written demand or written assertion by one Party seeking, as a matter of right, payment of money in a sum certain, adjustment or interpretation of Subcontract terms, or other relief arising from or relating to Subcontract, or its breach. However, a written demand or written assertion by Subcontractor seeking the payment of money is not a Claim until certified if certification is required by paragraph (D) below. A request for payment (e.g., voucher, invoice, or other routine request for payment, a termination settlement proposal, or a request for adjustment or equitable adjustment) not in dispute when submitted is not a Claim. An initially undisputed request for payment may be converted to a Claim by Subcontractor by complying with the submission and applicable certification requirements in paragraphs (C) and (D) below.

C. A Claim by Subcontractor shall be made in writing, citing this Article, and submitted to Procurement Representative with a request for Final Decision.
   (1) Claim from Subcontractor shall be deemed denied if Procurement Representative does not issue a written Final Decision (i) by the date Final Decision would be issued as notified by Procurement Representative notified Subcontractor the decision would be issued, or (ii) within sixty (60) calendar days after receipt of Claim if Procurement Representative did not notify Subcontractor of a date by which the Final Decision would be issued. Procurement Representative may, but is not required to, issue a written Final Decision after Claim is deemed denied.
   (2) Procurement Representative's Final Decision on any Subcontractor Claim shall be final and conclusive between Parties with no right of judicial review, provided however, the Final Decision shall not be final and binding against either Party, and shall be given no evidentiary weight by the trier of fact, if Subcontractor files suit within ninety (90) calendar days of the written Final Decision in the appropriate court as provided for in paragraph (E) below.
   (3) Subcontractor shall have no right to file suit prior to the date of the written Final Decision or sixty (60) calendar days from Procurement Representative's receipt of Claim, whichever occurs earlier.

D. Subcontractor and any Lower-Tier Subcontractor(s) whose portion of Claim exceeds $50,000 shall certify its portion of the Claim; provided however, if Subcontractor cannot certify Lower-Tier Subcontractor's portion of Subcontractor's Claim, Subcontractor shall explain in writing why it cannot certify Lower-Tier Subcontractor's portion.
   (1) Company shall not be liable for, and shall not pay, any Claim originated by Subcontractor if a Claim exceeds $50,000 unless Subcontractor's Claim is accompanied by the certification below from Subcontractor.
   (2) Company shall not be liable for, and shall not pay, any Claim of a Lower-Tier Subcontractor to Subcontractor if Lower-Tier Subcontractor Claim, without mark-ups by a Higher-Tier Subcontractor or Subcontractor, exceeds $50,000 unless a Claim is accompanied by the below certification from Lower-Tier Subcontractor originating the Claim.
   (3) The aggregate amount of both increased and decreased costs shall be used to determine when the dollar threshold requiring certification is met.

CERTIFICATION
I certify under penalty of law: this Claim is made in good faith; the supporting data is accurate and complete to the best of my knowledge and belief; the amount requested accurately reflects the Subcontract adjustment for which Subcontractor believes Company is liable; and I am duly authorized to certify the claim on behalf of [[Subcontractor or Lower-Tier Subcontractor, as

appropriate]].

I further acknowledge Company is a prime contractor to Government, and this Claim, if accepted by Company, will be paid for with Government funds and therefore be paid by Government through a letter of credit arrangement with Company, and a false or fraudulent claim may subject me and/or Subcontractor to penalties, including, but not limited to, those under the False Claims Act, 31 U.S.C. 3729-3733.

E.

(1) State Agency. Where Subcontractor is a State agency, such as an Educational Institution, the applicable constitutional provisions or statutes governing sovereign immunity shall dictate the appropriate forum and law governing substantive issues.

(2) Seller not a State Agency.

a. Any litigation shall be brought and prosecuted exclusively in Federal District Court, with venue in the United States Court for the District of South Carolina, Aiken Division.

b. In the event requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in either Aiken, Barnwell, or Allendale County, South Carolina.

(3) Parties agree to trial by judge alone and hereby waive any right to demand a trial by jury.

(4) If a court awards interest of any kind, interest shall be simple interest at the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563). If a court awards prejudgment interest, interest shall accrue from no earlier than the date a Claim is received by Procurement Representative.

F. Subject to (E)(1), the resolution of all issues arising from or relating to Subcontract shall be governed to the maximum extent practicable by the common law of federal contracts; provided, however, (i) the "Christian Doctrine" shall not apply, meaning Government procurement clauses (e.g., FAR and DEAR) or portions thereof not appearing in Subcontract shall not be read into Subcontract, and (ii) where the language of any Article, provision or term herein differs from the language of a Government procurement clause, provision or term, the differing language of Subcontract shall control. Where the common law of federal contracts does not apply, then subject to (E)(1), resolution shall be governed by the laws of the State of South Carolina, without regard to its Conflicts of Laws rules.

G. There shall be no interruption in the performance of Work, and Subcontractor shall proceed diligently with the performance of Subcontract pending final resolution of any dispute arising under or related to Subcontract between Parties or between Subcontractor and its Lower-Tier Subcontractor(s).

H. Contractual remedies in this Article shall not be deemed to waive, postpone the running of, extend, or otherwise affect any statute of limitation applicable to any request for payment or Claim.

14.0 TERMINATION AT COMPANY'S OPTION

A. Company shall have the right at any time, with or without cause, to terminate further performance of Work, by written notice to Subcontractor, specifying date of termination. On the date of such termination stated in said notice, Subcontractor shall discontinue performance of Work, and shall preserve Work in progress and completed work, pending Company's instructions, and shall turn over such Work in accordance with Company's instructions.

B. If Subcontractor has fully and completely performed all obligations under Subcontract up to the date of termination, Subcontractor shall recover from Company as complete and full settlement for such termination: (a) for Work to be performed for a lump sum contract price under Subcontract, the actual costs of all such Work satisfactorily executed to the date of termination, plus overhead and profit on such costs based on the percentage agreed to in the original schedule of values. (b) actual cost incurred by Subcontractor to return Subcontractor's field tools and equipment, if any, to its or its Lower-Tier Subcontractors' premises and to turn over Work in progress and completed Work in accordance with Company's instructions; plus, (c) actual substantiated cost necessarily incurred in effecting termination; less, (d) all amounts previously paid to Subcontractor for Work. This is more fully delineated in FAR 31.205-42, set forth in its entirety in Part 4.

C. All claims under any of the foregoing provisions of this Article shall be supported by Subcontractor's accounting records or other such documentation satisfactory in form and content to Company and verified by Company. In no event shall Subcontractor be entitled to any consequential damages, including but not limited to prospective profits, loss of future business, loss of production and impairment of credit, and any other such perspective damages because of the termination. All payments made pursuant to Termination at Company's Option will be subject to audit. If Company elects to audit Subcontractor's claims for termination for convenience costs, no payments will be made to Subcontractor, including any outstanding pre-termination costs, until the audit has been completed. The warranty obligations in Subcontract will survive the termination.

15.0 EXCUSABLE DELAYS

A. Subcontractor shall not be liable to Company if its nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. However, if Subcontractor's failure to perform Work is caused by the failure of its Lower-Tier Subcontractor(s) to perform or make progress, and if the cause of such failure was beyond the reasonable control of both Subcontractor and Lower-Tier Subcontractor(s) and without the fault or negligence of either, then Subcontractor shall not be deemed to be in default, unless the Supplies or Services were timely obtainable from other sources. Subcontractor shall notify Procurement Representative in writing as soon as possible after any excusable delay period begins and ends.

B. Company shall not be liable to Subcontractor if Company's nonperformance is caused by an occurrence beyond the reasonable control of Company and without its fault or negligence, such as acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Subcontractor's sole remedy shall be a schedule extension to Subcontract if the facts support the extension requested by Subcontractor. Procurement Representative shall notify Subcontractor in writing as soon as reasonably possible after an excusable delay period begins and ends.

16.0 DELIVERY AND PAYMENT

A. Subcontractor shall work such hours, as may be necessary to meet Subcontract delivery dates, or any duly authorized extensions thereof, at no increase in price of Subcontract.

B. Unless otherwise provided, terms of payment shall be Net-30 days from delivery of Supplies or completion of Services and shall be payable by Company upon receipt and acceptance of Supplies or completion of Services and receipt, by Company, of correct invoices.

Subcontractor shall electronically issue all invoices directly to Accounts Payable via SRNS-ACCTSPAY@srs.gov email account. Subcontractor shall include banking information on each invoice submitted to facilitate proper Electronic Funds Transfer (EFT). Subcontractor invoices shall include Subcontractor name; invoice date; Subcontract number; Subcontractor invoice number, account number, and/or any other identifying number agreed to by Subcontract; description (including, for example, Subcontract line/subline number); unit price and quantity of Supplies, Services rendered per specific line item and line item sub-total cost; subcontract name (where practicable), title and telephone number; other substantiating documentation or information required by Subcontract.

C. Dates of payment shall, subject to contrary terms on the face hereof, be computed from Company's receipt of acceptable invoices. Drafts will not be honored. If there are invoice discrepancies, Company will reject invoices and relay to Subcontractor invoice deficiencies within ten (10) days of receipt of invoices. Such invoices will not be acted upon. Receipt of corrected invoices will re-initiate aging of invoices for payment purposes.

D. Any offered discount shall be taken if payment is made within the discount period Subcontractor's invoice indicates. Credit and discount periods shall be computed from dates such invoices are payable to dates Company's check is mailed or, for EFT, specified payment dates. Unless freight and other charges are itemized, discounts will be taken on full invoice amounts.

E. Unless otherwise provided in Subcontract, delivery shall not be made more than fifteen (15) days prior to delivery dates specified herein and Company may return earlier deliveries at Subcontractor's risk and expense. Subcontractor shall comply with delivery schedule provided in Subcontract.

F. Unless otherwise specified in Subcontract, separate invoices shall be issued upon each delivery of Supplies or completion of Services and shall be payable by Company upon receipt and acceptance of Supplies or completion of Services and receipt, by Company, of correct invoices. Credit and discount periods shall be computed from dates such invoices are payable to dates Company's check is mailed or, for EFT, specified payment dates. Unless freight and other charges are itemized, discounts will be taken on full invoice amounts.

G. Payment Withheld - Subcontractor Data. If Subcontract requires submittal of Subcontractor Data, and if such Subcontractor Data, or any part thereof, is not delivered within time specified by Subcontract, or is deficient upon delivery, Company may, until such Subcontractor Data is delivered, or deficiencies are corrected, without limiting any of its other rights or remedies,

withhold payments not to exceed twenty percent (20%) of Subcontract's price to Subcontractor.

H. Notwithstanding anything herein, Company shall be entitled, at any and all times, to set off against any amounts payable, at any time, by Company hereunder any amount owing from Subcontractor to Company under Subcontract or other subcontracts with Subcontractor.

I. For Supplies subject to inspection or testing as condition of acceptance, Company may, at its sole discretion, pay invoices prior to acceptance subject to repayment if Supplies are not accepted. Payment for Supplies, either wholly or in part, shall not be deemed or construed as acceptance.

J. If Subcontractor becomes aware of duplicate invoice payments or Company has otherwise overpaid on invoice payments, Subcontractor shall immediately notify Company and request instructions for disposition of overpayments.

17.0 PROGRESS PAYMENTS

A. If applied, this Article consists of additional paragraphs to Delivery and Payment Article. In the event of an inconsistency between these additional paragraphs and Delivery and Payment Article, additional paragraphs B-F below take precedence.

B. Notwithstanding any provision of Subcontract, progress payments shall not exceed eighty percent (80%) on Work accomplished on Subcontract actions not definitized. Subcontract actions are any action resulting in a subcontract, as defined as "Contract" in FAR 2.1, including subcontract modifications for additional Supplies or Services, but not including subcontract modifications within the scope and under terms of Subcontract, such as Subcontract modifications issued pursuant to the Changes Article, or funding and other administrative changes.

C. As Work proceeds, Company shall make progress payments monthly, or at more frequent intervals as determined by Company, on estimates of Work accomplished under Subcontract, as approved by Company. If requested by Company, Subcontractor shall furnish breakdown of the total Subcontract price demonstrating the amount included therein for each principal category of Work, in such detail as requested, to provide basis for Company determining progress payments.

D. In preparation of estimates, Company may authorize Supplies delivered to the site and preparatory work done to be taken into consideration. Supplies delivered to Subcontractor at locations other than SRS may also be taken into consideration if (1) Consideration is specifically authorized by Subcontract; and (2) Subcontractor furnished satisfactory evidence of ownership to such Supplies, and such Supplies will be used to perform Subcontract.

E. Upon completion and acceptance of all Work and receipt of a properly executed invoice, Company shall make final payment of amount due to Subcontractor under Subcontract. If requested, Subcontractor shall release all claims against Company arising under Subcontract, other than claims Subcontractor specifically excepts, in stated amounts, from operation of the release.

F. Supplies and Work covered by progress payments shall, at time of payment, become the sole property of Government, but this shall not be construed as (1) Relieving Subcontractor from its sole responsibility for all Supplies and Work upon which payments have been made or restoration of any damaged Work; or (2) Waiving rights to Company to require fulfillment of all terms of Subcontract.

18.0 PERFORMANCE-BASED (MILESTONE) PAYMENTS

A. Number of and Limitations on Performance-Based Payments. Subject to such other limitations and conditions as are specified in Subcontract and this article, the number of payments and limitations on payments shall be specified in Subcontract's description of the basis for payments.

B. Subcontractor Request for Performance-Based Payments. Subcontractor may submit applications for payment (OSR 1-166) of performance-based payments not more frequently than monthly, in a form and manner acceptable to Company. Unless otherwise authorized by Company, performance-based payments, for any application for payment is being requested, shall be included in a single application, appropriately itemized and totaled. Subcontractor's application shall contain information in paragraph (L) and certifies, by submission of application, information detailed in paragraph (M) of this Article.

C. Approval and Payment of Requests. Subcontractor shall not be entitled to approval of OSR 1-166 and/or payment for performance-based payment prior to successful accomplishment of event or performance criterion for which payment is requested. Company subcontract technical representatives (STR) or end users shall determine successful accomplishment of

event or performance criterion in accordance with the terms of Subcontract to approve OSR 1-166. Company may, at any time, require Subcontractor to substantiate successful performance of any event or performance criterion which has been or is represented as being payable. Approvals by Company of OSR 1-166 for performance-based payment do not constitute acceptance by Company and do not excuse Subcontractor from performance of obligations under Subcontract.

D. Liquidation of Performance-Based Payments. Performance-based payments paid prior to payment for delivery of Supplies shall be liquidated by deducting a percentage or designated dollar amount from delivery payments. If performance-based payments are on delivery Supplies basis, liquidation amounts for each line item shall be the percent of delivery item price previously paid under performance-based payments or the designated dollar amount. If performance-based payments are on a whole Subcontract basis, liquidations shall be by either predesignated liquidation amounts or liquidation percentage.

If at any time the number of payments under Subcontract exceeds any limitation in Subcontract, Subcontractor shall repay Company the excess. Unless otherwise determined by Company, such excess shall be credited as a reduction in unliquidated performance-based payment balances after adjustment of invoice payments and balances for retroactive price adjustments.

E. Reduction or Suspension of Performance-Based Payments. Company may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under Subcontract, or take a combination of these actions after finding, upon substantial evidence, any of the following conditions:
(1) Subcontractor failed to comply with any material requirement of Subcontract (including paragraphs (H) and (I) of this Article).
(2) Performance of Subcontract is endangered by Subcontractor's
(a) Failure to make progress; or
(b) Unsatisfactory financial condition.
(3) Subcontractor is delinquent in payment of any Lower-Tier Subcontractor(s) or other subcontractors under Subcontract in the ordinary course of business.

F. Title
(1) Title to property described in this paragraph shall vest in Government. Vestiture shall be immediately, upon date of the first performance-based payment under Subcontract, for Property acquired or produced before such date. Otherwise, vestiture shall occur when Property is or should have been allocable or properly chargeable to Subcontract.
(2) "Property," as used in this Article, includes all the following described Supplies acquired or produced by Subcontractor allocable or properly chargeable, or should be, to Subcontract under sound and generally accepted accounting principles and practices:
(a) Parts, materials, inventories, and Work in process.
(b) Special tooling and special test equipment to which Government is to acquire title under any other Article of Subcontract.
(c) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (F)(2)(b) of this Article; and
(d) Drawings and technical data, to the extent Subcontractor is required to deliver to Company by other Articles of Subcontract.
(3) Although title to Property is in Government under this Article, other applicable Articles of Subcontract (e.g., termination or special tooling Articles) shall determine handling and disposition of Property.
(4) Subcontractor may sell any scrap resulting from production under Subcontract, without requesting Company's approval, provided any significant reduction in values of Property, to which Government has title under this Article, is reported in writing to Company.
(5) To acquire for Subcontractor's own use or dispose of Property with title is vested in Government under this Article, Subcontractor shall obtain Company's advance approval of actions and terms. If approved, basis for payments (events or performance criteria) related to Property shall be determined not to be in compliance with terms of Subcontract and not payable (if Property is part of or needed for performance), and Subcontractor shall refund related performance-based payments in accordance with paragraph (D) of this Article.
(6) When Subcontractor completes all obligations under Subcontract, including liquidation of all performance-based payments, title shall vest in Subcontractor for all Property (or the proceeds thereof) not
(a) Delivered to and accepted by Company under Subcontract; or
(b) Incorporated in Supplies delivered to and accepted by Company under Subcontract and to which title is vested in Government under this Article.
(7) Terms of Subcontract concerning liability for government-furnished property shall not apply to Property Government acquired title solely under this Article.

G. Risk of Loss. Before delivery to and acceptance by Company, Subcontractor shall bear the risk of loss for Property, title to

which vests in Government under this Article, except to the extent Company expressly assumes the risk. If any Property is damaged, lost, stolen, or destroyed, the basis of payment (events or performance criteria) to which Property is related shall be determined not to be in compliance with terms of Subcontract and not payable (if Property is part of or needed for performance), and Subcontractor shall refund related performance-based payments in accordance with paragraph (D) of this Article.

H. Records and Controls. Subcontractor shall maintain records and controls adequate for administration of this Article. Subcontractor shall have no entitlement to performance-based payments during any time Subcontractor's records or controls are determined by Company to be inadequate for administration of this Article.

I. Reports and Company Access. Subcontractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by Company for administration of this Article and to determine events or other criterion prompting performance-based payments have been successfully accomplished. Subcontractor shall give Company reasonable opportunity to examine and verify Subcontractor's records and to examine and verify Subcontractor's performance of Subcontract for administration of this Article.

J. Special Terms Regarding Termination for Default. If Subcontract is terminated under the Termination for Default Article,
(1) Subcontractor shall, on demand, repay Company amounts of unliquidated performance-based payments, and
(2) Title shall vest in Subcontractor, on full liquidation of all performance-based payments, for all Property Company elects not to require delivery under the Termination for Default Article of Subcontract. Company shall not be liable for payment except as provided by Termination for Default Article.

K. Reservation of Rights
(1) No payment or vesting of title under this Article shall
  (a) Excuse Subcontractor from performance of obligations under Subcontract; or
  (b) Constitute waivers of any of rights or remedies of Parties under Subcontract.
(2) Company's rights and remedies under this Article
  (a) Shall not be exclusive, but shall be in addition to any other rights and remedies provided by law or Subcontract; and
  (b) Shall not be affected by delayed, partial, or omitted exercises of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this article or the exercise of any other right, power, or privilege of Company.

L. Content of Subcontractor's Application for Performance-Based Payments. Subcontractor's application for performance-based payments (OSR 1-166) shall contain the following:
(1) Name and address of Subcontractor,
(2) Date of request for performance-based payment,
(3) Subcontract number and/or other identifier(s) of Subcontract under which the request is made,
(4) Information and documentation as required by Subcontract's description for the basis for payment, and
(5) Certification by Subcontractor official authorized to bind Subcontractor as specified in paragraph (M) of this Article.

M. Subcontractor's Certification. As required in paragraph (L) (5) of this Article, Subcontractor certifies, to the best of its knowledge and belief, by submission of application for performance-based payments (OSR 1-166):
(1) Applications for performance-based payments are true and correct; such applications (and attachments) have been prepared from Subcontractor's books and records and are in accordance with Subcontract and instructions of Company.
(2) All payments to Lower-Tier Subcontractors under Subcontract have been paid, or will be paid, currently, when due in the ordinary course of business, except as previously reported in writing (provide proof of reporting).
(3) There are no encumbrances, except as previously reported in writing (provide proof of reporting if applicable), against Property acquired or produced for, and allocated or properly chargeable to, Subcontract affecting or impairing Government's title.
(4) There has been no materially adverse change in the financial condition of Subcontractor since submission by Subcontractor to Company of the most recent written electronic information, and
(5) The total amount of all performance-based payments will not exceed ninety percent (90%) of the total awarded amount of Subcontract or any limitation in Subcontract, and the number of performance-based payments under Subcontract will not exceed any limitation in Subcontract.

19.0 PAYMENT BY ELECTRONIC FUNDS TRANSFER

A. Methods of Payment
   (1) Payments by Company under Subcontract shall be made by EFT except as provided in paragraph A(2) of this Article. As used in this Article, the term "EFT" refers to funds transfer and may also include payment information transfer.
   (2) In the event Company is unable to release one or more payments by EFT, Subcontractor agrees to either:
      (a) Accept payments by check or some other mutually agreeable method of payment; or
      (b) Request Company to extend payment due dates until such time as Company makes payment by EFT.

20.0 RESERVED

21.0 PASSAGE OF TITLE AND LIENS

A. Title to Supplies shall be passed to Government at the place of delivery to Company. If purchased F.O.B. shipping point, delivery to the carrier shall be considered delivery to Company.

B. Subcontractor agrees to furnish Work free and clear of all liens, claims, and encumbrances. In the event a lien of any nature, at any time, be filed against Work or Subcontractor or a Subcontractor's facility by any person, firm, or corporation which has supplied equipment, supplies, Services or data, Subcontractor agrees promptly, on demand of Company and at Subcontractor's expense, to take any and all action necessary to cause any such lien to be released or discharged there from. Subcontractor agrees to hold Company harmless from all liens, claims, or demands in connection with Work.

C. Except as otherwise provided in Subcontract,
   (1) Subcontractor shall be responsible for the loss or destruction of, or damage to, Supplies until delivered at the designated delivery point, regardless of the point of inspection.
   (2) After delivery to Company at the designated point and prior to acceptance or rejection by Company, Subcontractor shall be responsible for the loss or destruction of or damage to Supplies unless such loss, destruction, or damage results from negligence of the officers, agents, or employees of Company or Government acting within the scope of their employment; and
   (3) Subcontractor shall bear all risks as to the rejected Supplies after rejection.

22.0 INSPECTION/ACCEPTANCE

A. Unless otherwise specified in Subcontract, Subcontractor shall be responsible for all quality assurance measures necessary to ensure only Supplies and Services conforming to requirements of Subcontract are tendered to Company for acceptance. This shall include such testing, in process inspections and other verification measures as are customary in the industry to ensure parts, components, and materials furnished by Lower-Tier Subcontractors of Subcontractor and incorporated into end Supplies furnished to Company are not counterfeit or of suspect quality.

B. Notwithstanding Subcontractor's responsibility for all quality assurance measures as described in above paragraph, Company has the right to conduct process inspections if Subcontract is for Services. If conducted, such inspections shall be performed in a manner not unduly delaying Work, and Subcontractor shall provide all reasonable facilities and assistance for the safe and convenient performance of such inspections without additional charges.

C. Company reserves the right to inspect and test all Supplies and Services having been tendered for acceptance. Company has the right to reject nonconforming Supplies and Services with or without disposition instructions from Subcontractor; the right to require their correction, replacement, reperformance; the right to accept nonconforming Supplies or Services and reduce Subcontract amount to reflect the reduced value of the nonconformance(s); or the right to terminate Subcontract.

D. Company exercises its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the conditions of Supplies or Services, unless the change is due to the defect in Supplies or Services.

E. Company shall not be obligated to inspect Supplies or Services, and neither the inspection nor the lack of inspection by Company shall relieve Subcontractor of its responsibility for providing Supplies or Services in accordance with terms of Subcontract. The inspection or use of or payment for Supplies under Subcontract, either wholly or in part, shall not be construed as acceptance.

23.0 SUSPECT/COUNTERFEIT PARTS

A. Subcontractor warrants all Supplies provided to Company are genuine and meet requirements of 18 U.S.C. 2320 Trafficking in counterfeit goods or services, as more fully described Statement of Work or Supplies descriptions. Subcontractor's warranty also extends to labels and or trademark logos affixed or designed to be affixed to Supplies delivered to Company. In addition, falsification of information or documentation may constitute criminal conduct; Company may reject or retain such information at no cost, and identify, segregate, and report such information to Government officials.

B. Subcontractor shall compensate Company, its agent and third Parties, specifically including Government, for any financial loss, injury, or property damage resulting directly or indirectly from suspect or counterfeit materials, materials which have been provided under false pretenses and material or Supplies altered, deteriorated or the use of which results in failure of other components.

C. Types of Supplies known to have been misrepresented, include, but are not limited to, fasteners, hoisting rigging, and lifting equipment, cranes, valves, pipe fittings, electrical components, and structural Supplies.

24.0 DEFECT IDENTIFICATION AND REPORTING

A. In the event Subcontractor becomes aware of any latent defect(s) in any Supplies furnished under Subcontract, Subcontractor shall promptly notify Procurement Representative. Such notice shall provide, at a minimum, the following information:
   (1) Name and address of the person making the notification,
   (2) Nature of defect(s) and any substantial safety hazard possibly resulting, if known,
   (3) Full description of Supplies,
   (4) Manufacturer, model and/or part number,
   (5) Complete description of latent defect(s),
   (6) Impact of defect(s) on the operation of Supplies,
   (7) Action(s) to be taken by Company relative to return, re-fit, repair, etc.,
   (8) Date of purchase by Company, and
   (9) Applicable Subcontract number.
   (10) Actions taken or are being planned to correct the defective Supplies or Services, including designation of the organization responsible for implementing the corrective actions and schedule for completion.
   (11) Additional pertinent information

B. In the event the report submitted is only preliminary, a written follow-up report shall be made every forty-eight (48) hours thereafter until a final written report can be made. The final written report shall be submitted to Company as soon as possible, considering magnitude of defect(s), but in no event shall final written report be provided later than thirty (30) days following discovery of defect(s). The final written report should be comprehensive in terms of addressing defect(s) and any remedial actions required to overcome the fact defective Supplies and/or Service(s) were provided.

C. The responsibility for identifying and reporting defective Supplies or Services shall extend to all levels and individuals of Subcontractor. Subcontractor shall include this Article in all Lower-Tier Subcontracts entered into under Subcontract.

25.0 WARRANTY

A. Subcontractor warrants Supplies shall be free from defects in material and workmanship, of the most suitable grade of their respective kinds for the purpose, and comply with requirements set forth in Subcontract, until one year after first placed into service by Company, or three years after acceptance, whichever occurs first. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by Company, by promptly: (i) repairing or replacing the nonconforming Supplies specified (and correcting any plans, specifications, or drawings affected); (ii) furnishing Company any materials, parts, and instructions necessary to correct or have corrected the nonconformity, or (iii) paying Company a portion of Subcontract price as is equitable under circumstances.

B. Subcontractor warrants Services shall reflect industry standards of professional knowledge and judgment, shall be free from defects in workmanship, and shall be in compliance with all requirements of Subcontract, until one (1) year from the completion of Services. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by Company, by promptly (i) re-performing the nonconforming Services or (ii) paying Company a portion of Subcontract price as is equitable under the circumstances.

C. If Subcontractor fails to perform its obligations promptly under this Article, Company may perform, or have performed, such obligations; and Subcontractor shall pay Company all charges occasioned thereby.

D. The warranty, with respect to corrected Supplies or Services, shall be subject to the same terms as the warranty provided for in paragraphs A and B of this Article. The warranty for other than corrected or replaced Supplies or Services shall continue until the expiration of such period and a period equal to the time elapsed between the discovery of the nonconformity and its correction.

E. Unless installation is an element of Work, Subcontractor shall not be obligated under this Article for costs of removal or reinstallation of any Supplies furnished or items Serviced hereunder from the location of their installation, or for costs of removal or reinstallation of structural parts or Supplies not furnished by Subcontractor hereunder. Subcontractor shall in any event bear all packing, packaging, and shipping costs from the place of delivery to Subcontractor's plant and return to the place of delivery and shall bear all risk of loss or damage for the Supplies upon which Services have been performed or Supplies while in transit.

F. Unless decontamination is an element of Work, in the event Subcontractor's costs in correcting any nonconformity under this Article are increased solely because Supplies furnished or items Serviced hereunder must be decontaminated to the level specified in the definition of "radiation area" in 10 CFR 20.202, Subcontract price shall be equitably adjusted to reflect such additional costs after prompt written electronic notification thereof by Subcontractor to Company.

G. The provision of this Article shall apply notwithstanding inspection, acceptance, or any other Article or Clause of Subcontract and shall not limit any other rights and remedies of Company.

H. Latent Defects. In the event Subcontractor becomes aware of any latent defect(s) in any Supplies furnished under Subcontract, Subcontractor shall promptly notify Procurement Representative. This notice shall provide at a minimum the following information:
   (1) Full description of Supplies,
   (2) Manufacturer, model, and/or part number,
   (3) Complete description of latent defect(s),
   (4) Impact of defect(s) on the operation of Supplies,
   (5) Action(s) to be taken by Company relative to return, re-fit, repair, etc.,
   (6) Date of purchase by Company, and
   (7) Applicable Subcontract number.

26.0 SUBCONTRACTOR'S INSPECTION REQUIREMENTS

Subcontractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate Supplies or Services furnished under Subcontract conform to Subcontract requirements, including any applicable technical requirements for specified manufacturers' parts. This Article takes precedence over any Company inspection and testing required in the specifications, except for specialized inspections or tests specified to be performed solely by Company.

27.0 INSPECTION OF SUPPLIES AND SERVICES

A. Definitions
   (1) "Services" as used in this Article includes Services performed, workmanship, and Supplies furnished or utilized in the performance of Services.
   (2) "Supplies" as used in this Article, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

B. Subcontractor shall provide and maintain an inspection system acceptable to Company covering Services and/or Supplies and shall tender to Company for acceptance only Supplies having been inspected in accordance with accepted inspection system and have been found by Subcontractor to be in conformity with Subcontract requirements. As part of the inspection system, Subcontractor shall prepare records evidencing all inspections made under the inspection system and inspection outcome(s). These records shall be kept complete and made available to Company and Government during Subcontract performance and for as long afterwards as Subcontract requires. Company and Government may perform reviews and evaluations necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner not unduly delaying Work. The right of review, whether exercised or not, does not relieve Subcontractor of its obligations under Subcontract.

C. Company and Government have the right to inspect and test all Supplies and Services called for by Subcontract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Company and

Government shall perform inspections and tests in a manner not unduly delaying Work. Company and Government assume no contractual obligation to perform any inspection and test for the benefit of Subcontractor, unless specifically set forth elsewhere in Subcontract.

D. If Company or Government performs an inspection or test on the premises, or remotely/virtually, of Subcontractor, Subcontractor shall furnish, and shall require Subcontractor to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in Subcontract, Company shall bear the expense of Company and Government inspections or tests made at other than Subcontractor's premises; provided, in case of rejection, Company and Government shall not be liable for any reduction in the value of inspection or test samples.

E. When Supplies or Services are not ready at the time specified by Subcontractor for inspection or test, Company may charge Subcontractor additional cost to Company related to the inspection or test. Company may also charge Subcontractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

F. Company has the right to reject or to require correction of nonconforming Supplies. Supplies are nonconforming when defective in material, workmanship, or are otherwise not in conformity with Subcontract requirements. Company may reject nonconforming Supplies with or without disposition instructions.

G. Subcontractor shall remove Supplies rejected or requiring correction. However, Company may require correction in place, promptly after notice, by and at the expense of Subcontractor. Subcontractor shall not tender for acceptance corrected or rejected Supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose corrective action(s) taken.

H. If any Services do not conform to Subcontract requirements, Company may require Subcontractor to perform Services again in conformity with Subcontract requirements, at no increase in Subcontract amount. When defects in Services cannot be corrected by re-performance, Company may:
(1) Require Subcontractor to take necessary action to ensure future performance conforms to Subcontract requirements and
(2) Reduce Subcontract price to reflect reduced value of Services performed.

I. If Subcontractor fails to remove, replace, or correct rejected Supplies required to be removed or to be replaced or corrected promptly; to re-perform nonconforming Services promptly in conformance with Subcontract requirements; or to take necessary action(s) to ensure future performance of Services in conformity with Subcontract requirements, Company may:
(1) By Subcontract or otherwise, remove, replace, or correct Supplies and perform Services and charge cost to Subcontractor;
(2) Terminate Subcontract for default; or
(3) Require delivery and make an equitable price reduction.

J.
(1) If Subcontract provides for the performance of quality assurance at source, whether performed on Subcontractor's premises or remote/virtually, and if requested by Company, Subcontractor shall furnish advance notification of time and date when:
(a) Subcontractor inspection or tests will be performed in accordance with the terms and conditions of Subcontract and
(b) Supplies will be ready for Company inspection.
(2) Company requests shall specify the period and method of the advance notification and Company representative to whom it shall be furnished. Requests shall not require more than two (2) workdays of advance notification if Company representative is in residence in Subcontractor's plant, nor more than seven (7) workdays in other instances.

K. Company shall accept or reject Supplies as promptly as practicable after delivery, unless otherwise provided in Subcontract. Company's failure to inspect and accept or reject Supplies shall not relieve Subcontractor from responsibility, nor impose liability on Company, for nonconforming Supplies.

L. Inspections and tests by Company and Government do not relieve Subcontractor of responsibility for defects or other failures to meet Subcontract requirements. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in Subcontract.

M. If acceptance is not conclusive for any reason, Company, in addition to any other rights and remedies provided by law, or

under other provisions of Subcontract, shall have the right to require Subcontractor to

(1) At no increase in Subcontract price, correct or replace the defective or nonconforming Supplies at the original point of delivery or at Subcontractor's plant, at Company's election, and in accordance with a reasonable delivery schedule as may be agreed upon between Parties; provided Company may require a reduction in Subcontract price if Subcontractor fails to meet such delivery schedule, or
(2) Within a reasonable time after receipt by Subcontractor of notice of defects or nonconformance, repay such portion of Subcontract as is equitable under circumstances if Company elects not to require correction or replacement. When Supplies are returned to Subcontractor, Subcontractor shall bear transportation cost from the original point of delivery to Subcontractor's plant and return to the original point when original point is not Subcontractor's plant.

If Subcontractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of ten (10) days (or such longer period as Company may authorize electronically) after receipt of notice from Company specifying such failure, Company shall have the right by subcontract or other-wise to replace or correct such Supplies and charge to Subcontractor the cost occasioned thereby.

28.0 PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches, advertising, announcements, denial, or confirmation of same, or items of a similar nature, relating to Subcontract, which Subcontractor desires to release or publish, shall be submitted to Company for approval eight (8) weeks prior to the desired release date. As part of the approval request, Subcontractor shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases by Subcontractors shall have the prior approval of Company. Subcontractor shall include all provisions of this Article including this sentence in all Subcontracts under Subcontract. Company's approval shall not be unreasonably withheld.

29.0 TAXES

Subcontract price includes all applicable federal, state, and local taxes. Company holds a limited sales and use tax exemption from South Carolina, pursuant to S.C. Code Section 12-36-2120(29), which Company will make available to Subcontractor for inspection. Company will not execute form Section B, Agents of the Contractor.

30.0 COMPLIANCE WITH LAWS

A. Subcontractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations unless relief has been granted in writing by the appropriate regulatory agency. Except as otherwise directed by Company, Subcontractor shall procure, without additional expense to Company, all necessary permits and/or licenses.

B. Requirements of this Article, including paragraph (B), shall be flowed down to all Lower-Tier Subcontractors.

31.0 RIGHTS TO PROPOSAL DATA (TECHNICAL)

Except for the technical data contained on those pages of Subcontractor's proposal which are specifically identified in Subcontract, with specific reference to this Article and asserted by Subcontractor as being proprietary data, it is agreed, as a condition of the award of Subcontract and notwithstanding the provisions of any notice appearing on the proposal or elsewhere, Company and Government shall have the right to use, duplicate, disclose, and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which Subcontract is based.

32.0 COMPANY POLICY ON OPPORTUNITY

All Subcontractors are notified; it is the policy of Company to provide equal employment opportunity and to adhere to federal, state, and local laws pertaining thereto. Appropriate action will be taken on the part of all Company Subcontractors to ensure adherence to such laws.

33.0 DEFAULT

A.
(1) Company may, subject to paragraphs C and D below, by written (electronically) notice of default to Subcontractor, terminate Subcontract in whole or in part if Subcontractor fails to:
(a) Deliver Supplies or perform Services within time specified in Subcontract or any extension,
(b) Make progress endangering performance of Subcontract (but see subparagraph A(2)); or
(c) Perform any other provision of Subcontract (but see subparagraph A(2)).
(2) Company's right to terminate Subcontract, under subdivisions (1)(b) and (1)(c), may be exercised if Subcontractor does not cure such failure within ten (10) days, or more if authorized in writing (electronically), by Company after receipt of the notice from Company specifying the failure.

B. If Company terminates Subcontract, in whole or in part, it may acquire, under terms and in the manner Company considers appropriate, Supplies or Services similar to those terminated, and Subcontractor will be liable to Company for any excess costs for those Supplies or Services. However, Subcontractor shall continue Work not terminated.

C. Except for defaults of Subcontractor's, at any tier, Subcontractor shall not be liable for any excess costs if the failure to perform Subcontract arises from causes beyond the control and without the fault or negligence of Subcontractor. Examples of such causes include:
(1) Acts of God or of the public enemy,
(2) Acts of Government in either its sovereign or contractual capacity,
(3) Fires,
(4) Floods,
(5) Epidemics,
(6) Quarantine restrictions
(7) Strikes,
(8) Freight embargoes, and
(9) Unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Subcontractor.

D. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both Subcontractor and Subcontractor and without the fault or negligence of either, Subcontractor shall not be liable for any excess costs for failure to perform, unless subcontracted Supplies or Services were obtainable from other sources in sufficient time for Subcontractor to meet the required delivery schedule.

E. If Subcontract is terminated for default, Company may require Subcontractor to transfer title to Government and deliver to Company, as directed by Company, any (1) completed Supplies, and (2) partially completed Supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "Manufacturing Materials" in this Article) Subcontractor has specifically produced or acquired for the terminated portion of Subcontract. Upon direction of Company, Subcontractor shall also protect and preserve property in its possession in which Company or Government has an interest.

F. Company shall pay Subcontract price for completed Supplies delivered and accepted. Parties shall agree on the amount of payment for Manufacturing Materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Article. Company may withhold from these amounts any sum it determines to be necessary to protect itself against loss because of outstanding liens or claims of former lien holders.

G. If, after termination, it is determined Subcontractor was not in default, or the default was excusable, the rights and obligations of Parties shall be the same as if the termination had been issued for the convenience of Company.

H. The rights and remedies of Company in this Article are in addition to any other rights and remedies provided by law or under Subcontract.

34.0 PATENTS AND COPYRIGHTS

A. Subcontractor shall, at its own expense, defend any suit or proceeding brought against Company and/or its Subcontractors, mediate and immediate, so far as based on any allegation in which any goods, material, equipment, device, item, method, or article (hereinafter referred to as "Product") or any part thereof furnished hereunder constitutes an infringement of any claim of any patent or violation of any copyright.

B. If Product, or any part thereof, furnished hereunder is held, in any suit or proceeding so defended to constitute infringement and Product's use is enjoined, Subcontractor shall, at its option and its own expense, in a timely manner, either (i) procure for Company and its Subcontractors, mediate and immediate, the right to continue using Product or part thereof, or (ii) replace it with a substantially equivalent non-infringing Product, or (iii) modify Product so it becomes non-infringing but is substantially functionally equivalent.

35.0 JOINT INTELLECTUAL PROPERTY RIGHTS

A. "Joint Intellectual Property Rights" shall mean any Work under Subcontract:
   (1) Resulting from the involvement of at least one employee/participant from each Party; and
   (2) The subject matter of which is capable of protection under domestic or foreign law, including but not limited to, patents, copyrights, trademarks, or mask works.

B. As to Joint Intellectual Property Rights in which Company has a joint ownership interest, Subcontractor agrees to negotiate in good faith with Company a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

36.0 COMPLIANCE WITH EMPLOYEE CONCERNS

A. Subcontractors shall ensure Subcontractor's employees are aware of SRS and Company's Employee Concerns Programs (ECP) and how to use the program by performing the following:
   (1) Ensure employees are provided with information on SRS and Company's ECP during initial orientation and annual training.
   (2) Ensure posters identifying SRS and Company's ECP telephone "hotline" numbers are displayed in conspicuous locations throughout the worksite. Company will provide posters, as necessary.
   (3) Inform Subcontractor employees of the availability of SRS and Company's ECP in case of dissatisfaction or lack of confidence with other reporting systems.
   (4) Ensure managers and supervisors are aware of the prohibition of any reprisal against employees who have or are believed to have raised or reported concerns.

B. Subcontractors must immediately notify the STR/End User or Procurement Representative of any employee concern involving:
   (1) A condition which constitutes an imminent threat to the health and safety of site personnel or to the general public.
   (2) Circumstances which would cause adverse public reaction or receive local media attention.
   (3) Allegations of reprisal.

C. Subcontractors shall investigate any employee concern referred by the STR and inform the STR/End User of investigation results within 7 days of receipt of concern. Inform the STR in writing (electronically) if an extension to this 7-day timeframe is required, along with status of investigation to date and actions pending to closure. The investigation shall be conducted to the satisfaction of Procurement Representative.

37.0 OZONE DEPLETING SUBSTANCE

Without limiting any of the other Articles herein, Subcontractor warrants all of the Supplies furnished under Subcontract have been completely and accurately labeled pursuant to the requirements of 40 CFR Part 82, "Protection of Stratospheric Ozone" or those Supplies do not require such labeling.

38.0 REPORTING OF ROYALTIES

If any royalty payments are directly involved in Subcontract or are reflected in Subcontract price, Subcontractor agrees to report in writing (electronically) to Company during the performance of Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of Government or Company of any individual payments or royalties shall not preclude Government or Company at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payment is made. The provision of this Article shall be included in all Subcontracts expected to exceed $25,000.

39.0 SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES

A. Subcontractor is liable to Company for fines and penalties assessed by any governmental entity against Company or Government as a result of Subcontractor's failure to perform its work under Subcontract in compliance with the requirements of Subcontract.

B. Subcontractor shall indemnify, defend, and hold harmless Company and Government from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against Company or Government.

40.0 INDEMNIFICATION AND LIABILITY

A. Subcontractor shall indemnify, defend and hold Company and its customer harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, result, in whole or in part, from Subcontractors, or any of their Lower-Tier Subcontractors, employees, agents or representatives: (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, (iii) products or Services including, without limitation, any claims such products or Services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party, (iv) unauthorized disclosure of information, by any of its directors, officers, employees, agents, Subcontractors, Lower-Tier Subcontractors or permitted assigns, or (v) any Subcontractor or Lower-Tier subcontractor employee, agent, or representative is alleged or found to be co-employed by Company.

B. Subcontractor is solely responsible for compliance with prescribed clause on PF-312 provided in solicitation and agrees to indemnify and hold harmless Company from all direct, indirect, or consequential expenses or other damages relating to or arising out of the failure of Subcontractor or its Lower-Tier Subcontractors to comply with prescribed Buy American Supplies or Trade Agreement clause(s).

C. Subcontractor shall indemnify, defend and hold harmless Company and Government and their respective officers, employees, and agents against liability, including all damages and costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of Subcontract, provided Subcontractor is reasonably notified of such claims and proceedings by Company and/or Government.

D. Subcontractor is liable to Company for all fines and penalties assessed by any governmental entity against Company or Government resulting from Subcontractor's failure to perform its Work under Subcontract in compliance with the requirements of Subcontract.

41.0 FOREIGN NATIONAL

The term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law. As used in this Article, the term "Dual Citizen" is defined as an individual who is a citizen of more than one country.

In addition, Subcontractor shall obtain the approval of Procurement Representative, in writing, electronically, prior to the employment of, or participation by, any Foreign National or Dual Citizen in the performance of work under Subcontract or any Lower-Tier Subcontract at off-site locations.

42.0 WORK ON SRS, GOVERNMENT OR OTHER PREMISES

A. As to Work to be performed by Subcontractor on premises owned or controlled by SRS, Government, or premises of other SRS subcontractors, Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury, including death or damage to property, sustained in connection with or to have arisen out of negligent acts or omissions of Subcontractor or its Lower-Tier subcontractors, agents, or employees. Subcontractor shall indemnify and hold harmless Government and Company from and against any and all claims, demands, actions, causes of action including those brought by an employee of Subcontractor or a State Industrial Insurance Subcontractor under a Workers/Workmen's Compensation Act or statute, suits, damages, expenses including attorney fees and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property attributable directly or indirectly to the negligent acts or omissions of Subcontractor or its Subcontractors, agents, or employees arising out of, or in any way connected with the performance of Subcontract, whether or not caused in any way by some act or omission, negligence or otherwise, of Company or

Government; provided however, Subcontractor's duty to indemnify shall not arise if such injury, death, destruction or loss is caused by the negligence of Company or Government. Nothing in the foregoing shall be construed to require Subcontractor to indemnify and save harmless Government and Company from any liability arising out of or resulting from a nuclear incident. To the extent necessary to execute the foregoing indemnification and as permitted by law, Subcontractor specifically waives all immunity provided by any industrial insurance or Workers/Workmen's Compensation Act or statute.

B. When Subcontractor shall perform any part of Work on the premises of SRS or Government during the performance of Subcontract, Subcontractor shall have in force and effect, policies of insurance conforming to the terms set forth in Paragraph C of this Article.

C. Subcontractor agrees to comply with and require its Subcontractors to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal and state income taxes. Subcontractor further agrees to indemnify Company and Government against, and to save and hold harmless Company and Government from, any and all liability and expense with respect to claims against Company or Government which may result from the failure or alleged failure of Subcontractor or of any of its Subcontractors to comply therewith.

D. When Subcontractor shall perform any part of Work on premises of SRS or other premises owned and/or operated by Government during the performance of Subcontract, Subcontractor shall demonstrate a culture of respect, including having a written policy on respect in the workplace; and shall be made available upon request.

43.0 BANKRUPTCY

If Subcontractor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to Procurement Representative responsible for administering Subcontract within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing of Company Subcontract numbers for which final payment has not been made.

44.0 ES&H REQUIREMENTS

DOE O 442 Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns (10/4/2016 Chg. 1)

DOE O 221.1B Reporting Fraud, Waste, and Abuse to the Office of Inspector General (9/27/2016) (applies to subcontracts with a value of $5.5 million or more and with a period of performance of 120 days or longer)

45.0 NON-ES&H REQUIREMENTS

DOE O 221.2A Cooperation with the Office of Inspector General (2/25/2008)

DOE O 486.1A Foreign Government Sponsored or Affiliated Activities (9/4/2020) (applies to Research & Development or Demonstration subcontracts, at any tier, to the extent necessary to ensure Subcontractor's or Lower-Tier subcontractors' compliance with the requirements, where Subcontractor's or Lower-Tier Subcontractors' work within the scope of Subcontract is performed on or at a Government site/facility, including Government leased space)

DOE O 544.1B Priorities and Allocations Program

46.0 GENERAL CONDITIONS OF EQUIPMENT RENTAL

A. Rental Payments. Upon the submission of proper invoices or vouchers, Company shall pay, as full compensation for use of the Equipment, rent at rates set forth in Subcontract to which these General Conditions are attached. Payments will be made at the end of each month or at the end of the rental, whichever occurs first, for rental accrued during the previous rental period.

B. Rental Rates

(1) The actual length of the rental period will establish the Base Rental rate (for example, if the Lessor's proposal included a daily, weekly, and monthly rate, and the actual rental period was three days - the daily rate would apply; if the actual rental period was ten days - the weekly rate would apply; and if the actual rental period was 40 days - the monthly rate would apply). The Base Rental Period shall be as in column 1 below. For portions of a rental period beyond one or more

full Base Periods, rental shall be calculated by the fractional period multiplied by the Base Rental rate. The Fractional Periods are specified in Column 2 below. Base Rental rates contemplate the following maximum use: Day - 8 hrs. (or as stipulated at time of rental); Week - 40 hrs.; and Month - 176 hrs. For each hour equipment is in use in excess of the applicable contemplated operation, there shall be paid as rental a sum equal to the Base Rental rate multiplied by the overtime rate in Column 3 below.

(2) Should the total rental calculated on the applicable Base Rental rate, exclusive of overtime, exceed the proposed rate for the next longer rental term the lesser rental shall be paid.

	Column 1	Column 2	Column 3
Rental Term	Base Rent Period	Fractional Period	Overtime Rate
monthly	1 cal mth	.0455xmnthy = rt/day	.0057x mnthy = rt/hr
Wkly	7 cons days	.20 x wkly = rt/day	.025 x wkly = rt/hr
Daily	24 cons hrs	.125 x dly = rt/hr	.125 x dly = rt/hr
Hourly	1 oper hr	1 hour	1 hour

C. Condition of Equipment

(1) When delivered to job site, the Equipment shall be in condition to render efficient, economical, and continuous service and its condition shall comply fully with all applicable Federal and State statutes and any regulations issued there under. Each item of Equipment shall be inspected, tested, and inventoried by Lessor and Company at job site upon arrival and immediately prior to return shipment. A joint electronically written report shall be made, and copies filed with each of Parties. Lessor shall accept Company's report in the event the Lessor fails to participate in such inspections. Such inspections and reports shall fix and determine the rights and obligations of Parties with reference to the condition of the Equipment.

(2) If Company determines any equipment furnished does not comply with Subcontract, Company shall promptly inform the Lessor in writing. If the Lessor fails to replace the equipment or correct the defects as required by Company, Company may

(a) By contract or otherwise, correct the defect or arrange for the lease of similar equipment and shall charge or set off against the Lessor any excess costs occasioned thereby, or

(b) Terminate Subcontract under the Default Article of Subcontract.

(3) Company shall make repairs or, as its option, shall reimburse Lessor for repairs due to damage caused by exceeding manufacturer's rated capacities. All other repairs attributable to equipment failure shall be Lessor's responsibility. Should Equipment become inoperative because of necessary repairs which are the Lessor's responsibility, rental period will discontinue upon Company's notification to the Lessor of such conditions, and rental period will resume only when Equipment is placed in a condition as required under this Section 3. Company will notify Lessor prior to making repairs for the account of the Lessor. Unless otherwise specified in Subcontract, Company will furnish all fuel and lubricants and all operators and mechanics for necessary operation, use, and servicing of the Equipment.

(4) Equipment, when returned to Lessor, shall be in as good condition as when delivered at job site, usual and ordinary wear and tear accepted.

D. Rental Period

(1) The period for which rental is payable for an item of Equipment shall begin on the date Equipment is delivered to the job site, except if Company gives a definite required delivery date to the Lessor prior to shipment, the Rental Period shall not start until such date. However, rent shall accrue only for the period the equipment is in the possession of Company. The Rental Period shall end when the equipment is delivered for shipment to the point of origin or such other return point as may be designated by Lessor, such delivery to be evidenced by a Bill of Lading or other similar evidence covering shipment. If Lessor fails to notify Company of destination prior to time Equipment is ready for return shipment, no rental time shall accrue until such notification is given to Company and Equipment is loaded for Shipment.

(2) If Equipment is not in required condition, as determined by Company, when it arrives at the job site, the Rental Period shall not begin until it shall, at the expense of Lessor, have been placed in proper condition.

(3) If the inspection report made immediately prior to return shipment establishes the Equipment is not in condition required of Company under the fourth paragraph of Section C of these conditions, Company shall do all things necessary to place it in such condition and the Rental Period shall not terminate prior to placing the Equipment is such condition.

(4) Unless otherwise stated in Subcontract, Company makes no representation or guarantee as to the length of the Rental Period or the amount of rental, which will accrue, for any Equipment, it being the intent the Equipment may be rented for

as long as Company requires. The rental of any Equipment which does not perform to Company's satisfaction may be terminated upon notice by Company to Lessor.

E. Transportation Costs. If stated in Subcontract, transportation will be paid by Company F.O.B. original point of shipment and return transportation F.O.B. to original point of shipment or equivalent mileage. Transportation of Equipment shall be accomplished by the most economical means and there shall be paid the actual cost of such transportation. No transportation charges will be paid by Company for any Equipment which Company determines is not in the condition required by Section C.

F. Loading, Unloading & Transport of Self-Propelled Medium or Heavy Construction Equipment. Lessor shall ensure any activity involving the loading, unloading, and transport of self-propelled medium or heavy construction equipment on the SRS (i.e. upon delivery and pickup by the Lessor) is performed in a manner providing for the safety of all personnel involved in the process. Prior to performing any such activities, the Lessor shall read and complete Company "Self-Propelled Equipment Loading, Unloading and Transport Safety Review Checklist", and provide a copy to Company Portable Equipment Commodity Management Center (PECMC) representative on delivery of the equipment to SRS and also before equipment is loaded for return to the Lessor. A Copy of the checklist can be found on the SRS Home Page or can be provided by Procurement Representative on request.

G. Liability Provisions. By acceptance of Subcontract to which these Conditions apply, Lessor agrees
(1) Lessor assumes and hereby relieves Company of any and all liability for any loss or damage to the Equipment rented to Company occurring during the period from the date of shipment to Company to the date of return to Lessor as the result of any cause other than the sole fault or negligence of Company.
(2) Company's liability under this provision shall be limited to the fair market value of the Equipment taking into consideration its age and condition immediately prior to said loss or damage.

H. Recapture Provisions. Optional and in effect only if stated in the terms and conditions of Subcontract.
(1) If this provision is applicable,
(a) A recapture valuation mutually agreeable to Company and Lessor shall be established and stated in Subcontract
(b) Lessor certifies there are no encumbrances of any nature, legal or equitable, held by any person against the Equipment rented hereunder, unless so stated in Subcontract.
(2) At any time during or at the end of the rental period of the Equipment, Company may purchase the Equipment by paying to Lessor the difference between such valuation and total rental paid, plus a charge to cover interest at a rate specified in Subcontract for the unpaid balance of the equipment valuation for each month or fraction thereof such Equipment has been under rental to Company. Title to such Equipment shall then vest in Company and Lessor shall deliver to Company such instruments of title as Company may require, free of any and all liens and encumbrances.

I. Equipment Operated and Maintained. The following provisions shall be applicable if Equipment is rented on the basis of operation and maintenance by the Lessor:
(1) All rental rates stipulated in Subcontract include all charges for operation and maintenance of the Equipment by Lessor.
(2) Lessor has qualified or will promptly qualify and will make all payments under the terms of the unemployment compensation laws of the state in which the Equipment will be operated. In addition, Lessor will, at Lessor's expense, carry insurance in minimum limits as specified in the Article titled "Work on Company, Government or other Premises", included in these General Provisions.
(3) Lessor shall obtain Company's prior approval before employing any Subcontractors. Each Subcontractor must also carry insurance as specified in subparagraph (2), supra. Lessor shall carry Contractor's Protective Public Liability, Bodily Injury, and Protective Property Damage insurance of the same minimum limits.
(4) Lessor shall be responsible for all persons engaged to operate or maintain the Equipment or to perform any other work Lessor is obligated to perform under Subcontract. None of said persons shall constitute employees of Company.
(5) In the operation of the Equipment, Lessor shall comply with all Federal, State, and local regulations and with all safety regulations in effect on the SRS. In addition, Lessor shall
(a) Comply with recognized safety practices for the type of work being performed including the furnishing of necessary safety equipment
(b) Conduct and protect operations in such a manner as to avoid exposing others to injury.
(6) Lesser shall ensure all equipment operators have appropriate qualifications and experience for operating the specified equipment, to include any applicable State, Federal or local licenses or certifications.

J. Notices. Any notice to be given hereunder shall be mailed to the party to be notified, at the address set forth in Subcontract, by registered mail, and shall be considered to be given when so mailed.

47.0 REPORTING FRAUD, WASTE AND ABUSE TO THE OFFICE INSPECTOR GENERAL

DOE 221.1B Reporting Fraud, Waste and Abuse (9/27/2016)

48.0 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

A. Subcontractors shall ensure access to Unclassified Controlled Nuclear Information (UCNI) is provided to only those individuals authorized for routing or special access (see DOE Order 471.1B). Subcontractor may provide access to material or data containing UCNI utilized in the performance of Subcontractor only to Subcontractor employees who are citizens of the United States and possess a need-to-know UCNI to perform official duties or other Government authorized activities.

B. Subcontractor shall ensure matters identified as UCNI is protected in accordance with the instructions contained in DOE Order 471.1B. Any material or data containing UCNI, which is stored on computer systems, must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by Company Computer Security organization. Adherence to the Plan is required during the performance of Subcontract.

   Subcontractor shall implement all recommended requirements contained in latest NIST SP 800-171. If Subcontractor is not NIST SP 800-171 compliant prior to Subcontract award, Subcontractor shall provide an NIST SP 800-171 Implementation Plan, complete with milestones, to ensure full compliance is achieved within 180 days.

C. Material or data containing UCNI shall be disposed of in a manner as described DOE Order 471.1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders resulting in Articles of no more than ¼-inch-wide and 2- inch-long strips. Documents containing UCNI may also be disposed of in the same manner authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to Subcontractor, Subcontractor may return the UCNI matter to the STR for disposition, with the prior approval of the STR.

D. Subcontractor shall report to Company Security Office and Procurement Representative any incidents involving the unauthorized disclosure of UCNI.

E. If Work under Subcontract results in the generation of unclassified documents containing UCNI, Subcontractor shall have enough trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. Subcontractor Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter containing UCNI, in accordance with the instructions contained in DOE Manual 471.1-1, Chapter I Part C.

F. If Subcontractor has a formally designated Classification Officer, the Classification Officer: (1) Serves as a Reviewing Official for information under their cognizance; (2) Trains and designates other Reviewing Officials in their organization, subordinate organizations, and Lower-Tier Subcontractors and maintains a current list of all Reviewing Officials; and (3) may overrule UCNI determinations made by Reviewing Officials under their cognizance.

G. If Subcontractor has no formally designated Classification Officer, Subcontractor shall submit a request for the designation of Reviewing Officials to the local Government Classification Officer in accordance with the instructions contained in DOE Manual 471.1-1, Chapter I, and Part B. C.

49.0 COUNTERINTELLIGENCE

A. Subcontractor shall take all reasonable precautions in Work under Subcontract to protect Company/Government programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 475- 1, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.

B. Subcontractor shall comply with requirements established by the DOE-SR Counterintelligence Officer. The DOE-SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Subcontractor employees traveling to foreign countries or interacting with foreign nationals. Subcontractor shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Subcontractor employees who have traveled to foreign countries or interacted with foreign nationals. Subcontractor shall coordinate Counterintelligence Awareness training activities with Procurement Representative. Subcontractor shall immediately report targeting, suspicious activity and other Counterintelligence concerns to Procurement Representative; and helps other elements of the U.S.

Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

50.0 LIMITATION OF FUNDS

This is applicable only if Subcontract is partially funded.

A. Of the total price of Subcontract, the sum of $_____ is presently available for payment and allotted to Subcontract. It is anticipated additional funds will be allocated to Subcontract in accordance with the following schedule until the total price of Subcontract is funded:

B. Subcontractor agrees to perform or have performed work on Subcontract up to the point at which, if Subcontract is terminated pursuant to the Termination For Convenience of Company Article of Subcontract, the total amount payable by Company (including amounts payable for Subcontracts and settlement costs) pursuant to the Termination For Convenience of Company Article would, in the exercise of reasonable judgment by Subcontractor, approximate the total amount at the time allotted to Subcontract. Subcontractor is not obligated to continue performance of Work beyond such point. Company is not obligated in any event to pay or reimburse Subcontractor more than the amount from time to time allotted to Subcontract, anything to the contrary in the Termination for Convenience of Company Article notwithstanding.

C.

(1) It is contemplated funds presently allotted to Subcontract will cover Work to be performed until .

(2) If funds allotted are considered by Subcontractor to be inadequate to cover Work to be performed until date, or an agreed date substituted for it, Subcontractor shall notify Company in writing when within the next 60 days Work will reach a point at which, if Subcontract is terminated pursuant to the Termination For Convenience of Company Article of Subcontract, the total amount payable by Company (including amounts payable for Subcontracts and settlement costs) pursuant to the Termination For Convenience of Company Article will approximate 75 percent of the total amount then allotted to Subcontract.

(3)

(a) The notice shall state the estimated date when the point referred to in subparagraph C 2 of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (C)(1) of this clause, or an agreed date substituted for it.

(b) Subcontractor shall, sixty days in advance of the date specified in subparagraph C 1 of this clause, or an agreed date substituted for it, advise Company in writing as to the estimated amount of additional funds required for the timely performance of Subcontract for a further period as may be specified in Subcontract or otherwise agreed to by Parties.

(4) If, after the notification referred to in paragraph C(3)(b) of this Article, additional funds are not allotted by the date specified in subparagraph C(1) of this Article, or an agreed date substituted for it, Company shall, upon Subcontractor's electronic request, terminate Subcontract on the specified date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of Company Article.

D. When additional funds are allotted from time to time for continued performance of Work under Subcontract, Parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and Subcontract shall be modified accordingly.

E. If, solely by reason of Company's failure to allot additional funds in amounts sufficient for the timely performance of Subcontract, Subcontractor incurs additional costs or is delayed in the performance of Work under Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of Work to be performed.

F. Company may at any time before termination, and, with the consent of Subcontractor, after notice of termination, allot additional funds for Subcontract.

G. The provisions of this clause with respect to termination shall in no way be determined to limit the rights of Company under the default Article of Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of Work under Subcontract except for rights and obligations then existing under this clause.

H. Nothing in this clause shall affect the right of Company to terminate Subcontract pursuant to the Termination for Convenience of Company Article of Subcontract.

51.0 VARIATION IN ESTIMATED QUANTITY

If invoked in Subcontract, applies to Services only. If the quantity of a unit-priced item in Subcontract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen percent above or below the estimated quantity, an equitable adjustment in Subcontract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, Subcontractor may request, in writing, an extension of time, to be received by Company within 10 days from the beginning of the delay, or within such further period as may be granted by Company before the date of final settlement of Subcontract. Upon the receipt of a written electronic request for an extension, Company shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of Company, is justified.

52.0 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

The scope of work described herein as currently being performed by Company employees and award of a Subcontract may displace these workers. Consistent with section 3161 of the National Defense Authorization Act (PL 102-484), if the Seller needs to hire additional employees beyond those already part of its existing work force as of the date of this solicitation in order to satisfy the performance requirements set forth by the scope of work in this solicitation, the Seller must first consider the employment of qualified displaced Government contractor employees who meet the 3161 Job Attachment Test prior to using other avenues to fill employment need. At the time of award of Subcontract, Procurement Representative shall make available to the Seller a list of displaced employees with sufficient information to allow for contact. This requirement shall be included in the resultant Subcontract and be in effect from the date of award of Subcontract.

53.0 COPYRIGHTS FOR COMPANY DIRECTED TECHNICAL PERFORMANCE

Subcontractor shall cause its employee(s) to assign to Company all rights under the copyright in all works of authorship prepared at the direction of Company during the term of Subcontract. Subcontractor shall include terms in its arrangements with its employee(s) to require such assignments to Company. To the extent such works of authorship are considered to be works made for hire for Subcontractor, Subcontractor agrees to assign and does hereby assign all of its rights under the copyrights in such works to Company or the U. S. Government.

54.0 EXPORT CONTROL

A. Export-controlled Supplies, technical data, software, or services furnished by Company in connection with Subcontract is supplied for use in the United State (U.S.), only. Subcontractor shall comply and is solely responsible for its compliance, with all U.S. export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, and Atomic Energy Act of 1954 (Public Law 83-703), Nuclear Regulatory Commission 10 CFR Part 110, and Department of Energy 10 CFR Part 810, in the performance of Subcontract.

B. In the absence of available export license exemptions or exceptions, Subcontractor shall obtain appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Subcontractor shall obtain export licenses, if required, before using foreign persons in the performance of Subcontract, where the foreign person will have access to export-controlled technical data or software.

C. Subcontractor is solely responsible for all regulatory record-keeping requirements associated with the use of export licenses and export license exemptions and exceptions.

D. Subcontractor shall provide immediate written notification to Procurement Representative if:
   (1) Subcontractor is, or becomes, listed in any Denied Parties List (e.g., Denied Persons List, Entity List, Unverified List, Military End User List, AECA Debarred List, Consolidated Screening List, etc.) or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole, or in part, by any U.S. Government entity or agency; or
   (2) Subcontractor transfers any export-controlled Supplies, technical data, software, or services under Subcontract to a foreign person and/or to a foreign nation without an export license, if required.

E. Subcontractor shall include this clause, including this paragraph (e), in all Lower-Tier Subcontracts hereunder.

55.0 PACKAGING AND SHIPPING INSTRUCTIONS – IDENTIFICATION REQUIREMENTS

The following requirements apply to all Company Subcontracts. Read and implement these instructions before shipment. Failure to do so may result in payment delays or return of Supplies.

A. Supplies should be packaged in sturdy containers to prevent damage during shipment, and to withstand multiple handling.

B. Seller shall limit the amount of packaging materials needed for reasonable protection of Supplies during shipment. Seller shall utilize environmentally favorable (i.e., biodegradable, recyclable, etc.) materials whenever and wherever practical.

C. Supplies which can be palletized should be shipped on sturdy 4' x 4' wooden pallets which are not broken or missing boards and must be of appropriate strength and construction for the material it bears. Pallets must include at least 3 wooden 2" x 4" support runners. Material must not be stacked over 48" high. Palletized material on broken or weak pallets may be rejected.

D. Seller must clearly show Subcontract and line-item number(s) on the outside of every box. Failure to list the purchase order number and all necessary information on the outside of the package or container may result in the material being returned to the seller. Radiological and nuclear subcontract numbers will begin with "RAD" and "NUC" respectively all shipments to Company having a Subcontract number containing a "RAD" or "NUC" prefix must be shipped segregated from non-RAD/NUC materials. At no time should they be shipped palletized with non-RAD/NUC Supplies. If Subcontract is for radiological or nuclear material, confirm with Procurement Representative an understanding of the above requirements before shipment.

E. A packing list identifying each item in the box must be accessible on the outside of packages.

F. The Packing list must describe quantities and material exactly as they are described on Subcontract. (i.e., do not describe the material using a part number when Subcontract describes the material by description.) The part number on the packing list must match the part number on Subcontract and the material in the box. Also, list the same number of units on the packing slip as listed on Subcontract.

G. Seller must not over ship. Overages will be returned at Seller's expense.

H. Seller must package and group together materials with the same Subcontract number. Packing lists must not include multiple Subcontract numbers for material shipped.

56.0 RECEIVING INSTRUCTIONS

A. Unless stated differently in Subcontract, Company Receiving address is:

The Government
c/o Savannah River Nuclear Solutions, LLC
Building 731-1N
Att. Receiving Operations PO#_____
Aiken, SC 29808

B. Normal receiving hours for Company delivery warehouse (Building 731-1N) are Monday through Thursday, 9AM- 3PM, SRS local time. Delivery vehicles attempting to deliver Company procured material or equipment outside of the normal receiving hours will be delayed or turned away unless prior arrangements have been made. No Friday deliveries will be accepted at the 731-1N receiving location.

C. Safety and production related materials may require receipt inspection as specified in Subcontract prior to receipt and acceptance. Failure to pass receipt inspection may result in Supplies being returned to Subcontractor.

D. Documentation submittals as specified in Subcontract must be submitted in PDF format to QA_ReceiptInspection@srs.gov.

57.0 TRACEABILITY AND SHELF LIFE

Certain Supplies may require certifications necessary to satisfy traceability requirements as stated in Subcontract. Failure to supply the required certifications may result in material being returned to the Seller. If shelf life is a performance criterion for any specific item, the Seller must provide documentation of compliance with the shelf-life requirement in the Order and ship with the

Supplies.

58.0 SECURITY & ACCESS REQUIREMENTS

A. All delivery personnel must be United States Citizens to gain access to the Savannah River Site SRS. Delays and/or costs associated with the use of non-U.S. citizen drivers will be borne by the Subcontractor.

B. All delivery vehicles shall access SRS at the Aiken Barricade located on South Carolina State Highway 19, located approximately one mile south of SC Highway 278. Delivery vehicles must be at the Aiken Barricade for site access during the receiving hours unless prior arrangements have been made. Allowance must be made for badging of unbadged drivers as set forth in paragraph below.

C. Unbadged delivery personnel. Unbadged drivers shall report to Company Badging Office located in Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC, to obtain a temporary badge (Ref. General Provisions/Terms and Conditions Article titled "Badging Requirements"). Events and point of entry (POE) process for access to SRS:
   (1) Bill of Lading (including Subcontract number) shall be validated by Company Representative at the Badging Office.
   (2) Company Representative provides "Visitor/Subcontractor Safety Briefing."
   (3) Company issues temporary badges (OSR 142).
   (4) After obtaining temporary badge (OSR 142) driver can proceed to the Aiken Barricade for site access.
   (5) Centerra Group, LLC (Centerra) perimeter guard performs security inspection. Delivery personnel must have access to all compartments of the delivery vehicle and allow security personnel to search the vehicle. Delivery personnel must maintain a valid driver's license, current registration, and proof of insurance at all times while on site at SRS and must be able to produce the aforementioned documentation upon request by Centerra.
   (6) Centerra calls for Area Escort (Company Assigned Competent Person (ACP)) or provides escort to the delivery location.
   (7) ACP briefs driver on any applicable focused observation checklist(s) and obtains signature.
   (8) After delivery is completed, the assigned escort will escort Seller back to Aiken Barricade

D. Photo Badged delivery personnel. If delivery personnel have a current SRS photo badge:
   (1) Delivery vehicles can go directly to the Aiken Barricade for site access.
   (2) Centerra perimeter guard performs security inspection. Delivery personnel must have access to all compartments of the delivery vehicle and allow security personnel to search the vehicle. Delivery personnel must maintain a valid driver's license, current registration, and proof of insurance at all times while on site at SRS and must be able to produce the aforementioned documentation upon request by Centerra.
   (3) After clearance by Centerra, driver can proceed directly to delivery location. If escort is required, Centerra calls for Area Escort (Company Assigned Competent Person (ACP)) or provides escort to the delivery location.
   (4) Subcontractor shall ensure any/all SRS-issued site security badges are returned to the Badge Office (703-46A) within 10 calendar days after badge expiration date (or subcontract/subcontractor employee termination date, whichever occurs first). Failure to do so may result in withholding of invoice payments until such time badge(s) is returned.

59.0 SPECIAL INSTRUCTIONS WHICH APPLY TO DELIVERY OF SELF-PROPELLED MEDIUM OR HEAVY CONSTRUCTION EQUIPMENT

Prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy construction equipment on the Savannah River Site, the Seller shall read and complete the "Self-Propelled Equipment Loading, Unloading and Transport Safety Review Checklist", and provide a copy of the completed checklist to the Portable Equipment Commodity Management Center (PECMC) Representative on delivery of the equipment to SRS. A copy of the checklist can be found on Company Internet Home Page at ***http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm***, or a copy can be provided by Procurement Representative on request.

60.0 DELIVERY OF BULK MATERIALS (SAFETY REQUIREMENTS)

A. Sellers making material deliveries using their own vehicles/trucks to areas on site other than Central Receiving (731-1N), involving the performance of manual work by the Seller's delivery personnel, shall submit to Procurement Representative their latest revision of the Seller's WPP – Worker's Protection Plan and a Certificate of Insurance which also includes an Endorsement Page. At a minimum the Seller shall address in their WPP or on their Letterhead the following safety elements listed below. The Safety documents submitted by the Seller shall be reviewed and accepted by Company's Health and Safety Programs before deliveries can be made to SRS. In addition, the Certificate of Insurance and the Endorsement page shall be

on file before deliveries can be made to SRS.

Safety Elements

(1) Acknowledgement all drivers have been informed of the safety requirements to include expectations and controls to ensure compliance when working at Company.
(2) Unloading Procedures which address specific precautions and personal protective equipment to include eye, foot, head, hand, face, and hearing protection.
(3) Fitness for Duty addresses driver's health, substance abuse and the ability to perform assigned tasks free of impairments.
(4) Fall protection, prevention and precautions while climbing/working from a ladder or on elevated surfaces.
(5) Proper lifting techniques which address how to lift safely to avoid injuries.
(6) Heat stress which address signs/symptoms and prevention.
(7) Incident/injury protocol address reporting to Company Subcontract Technical Representative (STR)/End User, preserving the scene, follow-up, and medical treatment when appropriate and participating in the investigation when requested.
(8) Authority for driver/employees to call a "Time O–t - Stop Work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.
(9) Hazardous communications to include Safety Data Sheets (SDS) on each chemical, methods and training used to inform employees of the hazards and the precautionary methods.
(10) Motor vehicle/related equipment (i.e., forklift) safety to include vehicle maintenance, before use inspections, safe operation and the use of safety devices such as mirrors, flagman and signals.
(11) Focused Observation Safety Checklists - Identify, complete, sign and submit Focus Observation Checklist(s) applicable to Work which will be performed during the unloading operations. Focused Observation Checklists are available for review by downloading from Company Internet Homepage at http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm
(12) Statement of Injuries/Incidents - Include a summary of all injuries/incidents involving similar delivery tasks over the last three years to include brief description and corrective action plan to prevent reoccurrence.
(13) Point of Contact - Include a name of a point of contact (POC) - An individual who will be responsible for addressing injuries/incidents or safety issues which may arise.

B. Third Party Carrier: Third party carrier is defined as a vehicle not owned by the Seller and is subcontracted by the Seller to another entity for the delivery of the Seller's product. If the Seller intends to utilize a third-party carrier for the delivery of their material to SRS, to a location other than 731-1N and the delivery has been determined to be manual by SRS safety, the Seller shall:

(1) Confirm in writing flow down of the Seller's safety requirements and SRS requirements as defined in Article 8A of this document to the third-party carrier. The Seller will also confirm in writing the third-party carrier meets or exceeds the safety performance of the Department of Transportation/Federal Motor Carrier Safety Association (DOT/FMCSA). The seller shall confirm in writing the seller is satisfied with the third-party carrier safety performance. The Seller may use the following template to provide the required information:
   (a) Template Example: Seller Company letter to Procurement Representative:
      (i) We (Seller) understand driver safety, employee safety and the use of safe equipment remains top priority at the Savannah River Site (SRS). As such, any carrier(s) the Seller uses must share the same management values.
      (ii) We confirm the flow down of safety requirements identified in Article 9A of the Packaging, Shipping, and Receiving Instructions have been communicated and implemented by the selected carrier. A review of (third party carrier's name) safety performance indicates (has or has not had a serious/non-compliance/incident cited by the DOT/FMCSA in the past three years based on the local or regional performance. As a result of this review, we are satisfied with (third party's name) safety performance.
   (b) Some examples of serious/non-compliance are:
      (i) Fatalities
      (ii) Crashes – where driver and/or company are cited
      (iii) Faulty equipment such as leaks or poor vehicle maintenance.

(2) Attach a copy of the third-party carrier's unloading plan/procedure which identifies the hazards, precautions and required personal protective equipment. This document shall be reviewed and accepted by SRS's Health and Safety Program's representative before delivery can be authorized. Once this document has been accepted, Procurement Representative shall submit to the STR/End User; and have the responsibility to have informed the third-party carrier(s) of the associated hazards involving the materials the carrier is delivering to SRS. The driver of the third-party carrier shall instruct the STR/End User of any potential hazards to site personnel near or in close proximity involving their Loading/unloading activities before work begins and the driver shall ensure appropriate controls and safeguards (within the driver's control) will be implemented to reduce the potential for injury.

61.0 CONTROLLED UNCLASSIFIED INFORMATION

The following provisions shall be applicable if Subcontract scope includes, exhibits, necessitates, or requires the transmission of documentation with a Controlled Unclassified Information (CUI) marking:

A. Subcontractors shall ensure access to CUI is provided to only those individuals who are authorized for handling, routing, or special access. All authorized individuals shall take DOE mandatory CUI Training CUI-100DE. Subcontractor may provide access to material or data containing CUI utilized in the performance of Subcontract only to Subcontractor employees who are citizens of the United States and possess a need-to-know CUI to perform official duties or other Government authorized activities. Such access shall be in accordance with applicable laws, regulations, or government-wide policies (LRGWP) pursuant to Executive Order 13556, 32 CFR Part 2002, the CUI Registry, and DOE O 471.7.

B. Subcontractor shall ensure matters identified as CUI is protected in accordance with the instructions contained in DOE Order 471.7. Any material or data containing CUI, which is stored on computer systems, must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by Company Computer Security organization. Adherence to the Plan is required during the performance of Subcontract.

   Subcontractor shall implement all recommended requirements contained in latest NIST SP 800-171. If Subcontractor is not NIST SP 800-171 compliant prior to Subcontract award, Subcontractor shall provide an NIST SP 800-171 Implementation Plan, complete with milestones, to ensure full compliance is achieved within 180 days.

C. Material or data containing CUI shall be disposed of in a manner as described in DOE Order 471.7. At a minimum, destruction of CUI, including paper copy or stored in any electronic form/ format (e.g., removable media, backup systems, cloud), must be accomplished according to a National Archives and Records Administration (NARA) approved records schedule, and if determined to be a temporary record, should be disposed of in a manner that makes it unreadable, indecipherable, and irrecoverable. When CUI Specified information is to be destroyed and the applicable LRGWP specifies destruction requirements, the LRGWP must be followed.
   (1) Electronic media must be destroyed in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations, or successor standard and NIST SP 800-88, or successor standard. It may also be destroyed through any method of destruction approved for Classified National Security Information (32 CFR 2001.47 or any implementing or successor guidance).
   (2) For paper destruction, one of two methods must be used: single-step paper destruction or multi-step paper destruction methods.
   (3) Documents containing CUI may also be disposed of in the same manner authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to Subcontractor, Subcontractor may return the CUI matter to the STR for disposition, with the prior approval of the STR.

D. Misuse or mishandling of CUI is subject to penalties established in applicable LRGWP. Subcontractor shall report any non-compliance with handling requirements to the disseminating office using methods approved by the Senior Agency Official (SAO) for CUI.

   If Subcontract requires Subcontractor to receive or otherwise transmit CUI, Subcontractor will be required to meet the "Subcontractor CUI Requirements" listed on Company website: SRS - SRNS General Provisions and Related Documents.

E. If Work under Subcontract results in the generation of unclassified documents containing CUI, Subcontractor shall have enough trained CUI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain CUI. Subcontractor Reviewing Officials shall apply or authorize the application of CUI markings to any unclassified matter containing CUI, in accordance with the instructions contained in DOE Manual 471.7, the CUI Registry, and other applicable LRWGP.

F. Requirements of this article, including this paragraph, shall be flowed down to Lower-Tier Subcontract(s).

62.0 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

A. "Contract" means Subcontract (except in instances when it is not applicable or appropriate) and includes changes and modifications to Subcontract.

B. "Contractor" means the party to whom Subcontract is awarded (except in instances when it is not applicable or appropriate).

C. “Government” means Company (except in instances when it is not applicable or appropriate).

D. “Contracting Officer” means Procurement Representative of Company.

E. “Lower-Tier Subcontractor” means any party entering into an agreement with Subcontractor or any Lower-Tier Subcontractor for the furnishing of Supplies or Services required for performance of Subcontract.

63.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

Subcontract incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. These clauses apply as if they were incorporated in their entirety.

Clauses incorporated regardless of Subcontract Price:

FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
FAR 52.208-8	Required Sources for Helium and Helium Usage Data (APR 2002)
FAR 52.209-4	First Article Approval – Testing (SEP 1989)
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (Mar 2009)
FAR 52.214-26	Audit and Records— Sealed Bidding (Alt I) (Mar 2009)
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)
FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
FAR 52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
FAR 52.222-1	Notice of Labor Disputes (FEB 1997)
FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.222-26	Equal Opportunity (APR 2002)
FAR 52.222-41	Service Contract Acy of 1965 as Amended (NOV 2007)
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989)
FAR 52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple year and option contracts) (NOV 2006)
FAR 52.222-44	Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products
FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
FAR 52.224-1	Privacy Act (APR 1984)
FAR 52.224-2	Privacy Act (APR 1984)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
FAR 52.227-10	Filing of Patent Applications - Classified Subject Matter (APR 1984)
FAR 52.227-14	Rights in Data - General (JUN 1987) (as modified pursuant to DEAR 927.409(a)(1))
FAR 52.227-14	Rights in Data – Alternate II (JUN 1987) (as modified pursuant to DEAR 927.409(a)(1))
FAR 52.227-14	Rights in Data – Alternate III (JUN 1987) (as modified pursuant to DEAR 927.409(a)(1))
FAR 52.227-16	Additional Data Requirements (JUN 1987)
FAR 52.232-17	Interest (JUN 1996) (with the addition of a paragraph (d) to read as follows: “(d) No interest is payable to the Subcontractor for any claim or voucher the Subcontractor may submit for payment except as specifically imposed by a Court on any judgment obtained by the Subcontractor or as otherwise provided herein.”)
FAR 52.236-2	Differing Site Conditions (APR 1984)
FAR 52.242-14	Suspension of Work (APR 1984)
FAR 52.242-15	Stop Work Order (AUG 1989)

FAR 52.244-6	Subcontracts for Commercial Items (FEB 2006)
FAR 52.245-1	Government Property (SEP 2021)
FAR 52.247-63	Preference for U.S.0-flag Air Carriers (JUN 2003)
DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)
DEAR 952.204-2	Security Requirements (JUN 2009)
DEAR 952.204-70	Classification/Declassification (SEP 1997)
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)
DEAR 952.209-72	Organizational Conflicts of Interest (Alt I) (JUN 1997)
DEAR 952.217-70	Acquisition of Real Property (APR 1984)
DEAR 952.227-11	Patent Rights – Retention by the Contractor (Short Form) (FEB 1995)
DEAR 952.227-13	Patent Rights – Acquisition by the Government (SEP 1997)
DEAR 952.247-70	Foreign Travel (DEC 2000)
DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (OCT 2005)
DEAR 970.5204-3	Access to and Ownership of Records (OCT 2014)
DEAR 970.5208-1	Printing (DEC 2000)
DEAR 970.5223-1	Integration of environment, safety, and health into work planning and execution
DEAR 970-5227-1	Rights in Data – Facilities
DEAR 970.5223-1	Integration of Environment, Safety and Health Into Work Planning and Execution
DEAR 970.5232-3	Accounts, Records and Inspections (DEC 2000) Deviation Acquisition Letter 2005-04, 11/02/2004 (Paragraphs (a) through (h) only)
DEAR 970.5245-1	Property (DEC 2000)

FAR Clause applicable as prescribed on PF-312 in Solicitation:

52.225-1	Buy American- Supplies (FEB 2021)
52.225-5	Trade Agreements (OCT 2019)
52.225-9	Buy American – Construction Materials (NOV 2021)
52.225-11	Buy American – Construction Materials Under Trade Agreements (NOV 2021)

Clauses incorporated if the price of Subcontract exceeds $2,500:

FAR 52.222-54	Employment Eligibility Verification

Clauses incorporated if the price of Subcontract exceeds $10,000:

FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
FAR 52.227-2	Patent Indemnity (APR 1984) (If this Article is applicable, Article 29.0 Patents and Copyright is deleted)

Clauses incorporated if the price of Subcontract exceeds $25,000:

FAR 52.209-6	Protecting Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)

Clauses incorporated if the price of Subcontract exceeds $100,000:

FAR 52.203-6	Restrictions on Contractor Sales to Government (JUL 1995)
FAR 52.203-7	Anti-kickback Procedures (JUL 1995)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
FAR 52.215-14	Integrity of Unit Prices (OCT 1997)
FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)
FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.227-1	Authorization and Consent (JUL 1995)
FAR 52.247-64	Preference for Privately-Owned U.S.-Flag Commercial Vessels (FEB 2006)
DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010)
DEAR 970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010)
DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)

Clauses incorporated if the price of Subcontract exceeds $500,000:

FAR 52.219-9	Small Business Subcontracting Plan (JUL 2005)
FAR 52.219-9	Small Business Subcontracting Plan Alt III (JAN 2017)
FAR 52.219-9	Small Business Subcontracting Plan Alt IV (JAN 2019) (DEVIATION 2-19-O0005) (JAN 2019)
DEAR 952.226.74	Displaced Employee Hiring Preference (JUN 1997)
DEAR 970.5226.2	Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)

64.0 FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Alt I) (JUL 1995) (JAN 1997)

A. Subcontractor agrees to submit a Safety Data Sheet (for all hazardous materials/chemicals to Procurement Representative or STR/End User for approval before chemicals are brought onto SRS. This obligation applies to all supplies delivered under Subcontract which will involve exposure to hazardous materials/chemicals or items containing these materials/chemicals.

B. All chemical containers shall be clearly labeled per OSHA standards. Chemicals not in the original container shall also be properly labeled with the product name and hazard markings per the Safety Data Sheet on file. Immediate use containers such as painter's pail, etc., are exempt from labeling requirements.

C. Neither the requirements of this Article nor any act or failure to act by Company or Government shall relieve Subcontractor of any responsibility or liability for the safety of Company, Government, Subcontractor, or Subcontractor personnel or property.

D. Subcontractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the acquisition of licenses and permits) in connection with hazardous materials/chemicals.

E. Government's and Company's rights in data furnished under Subcontract with respect to hazardous materials/chemicals are as follows:
   (1) To use, duplicate, and disclose any data to which this Article is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials/chemicals; (ii) obtain medical treatment for those affected by the material/chemical; and (iii) have others use, duplicate, and disclose the data for Company and Government for these purposes.
   (2) To use, duplicate, and disclose data furnished under this Article, in accordance with subparagraph E (1) above, in precedence over any other Article of Subcontract providing for rights in data.
   (3) Company and Government are not precluded from using similar or identical data acquired from other sources.
   (4) The data shall not be duplicated, disclosed, or released outside of Company or Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this Article applies: "This is furnished under United States Government Contract No. DE-AC09-08SR22470 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of Company. This legend shall be marked on any reproduction of this data."
   (5) Subcontractor shall not place the legend or any other restrictive legend on any data
      (a) Subcontractor previously delivered to Company or Government without limitations or
      (b) Should otherwise be delivered without limitations.

F. Subcontractor shall insert this Article, including this paragraph F, with appropriate changes in the designation of Parties, in Subcontracts at any tier (including Purchase designations under Subcontract involving hazardous materials/chemicals.

FAR 52.225-8 Duty Free Entry (FEB 2000)

Applicable to Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or other foreign supplies in excess of $10,000 may be imported into the customs territory of the United States.

A. *Definition*. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

B. Except as otherwise approved by Company, Subcontractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

C. Except as provided in paragraph (D) of this clause or elsewhere in Subcontract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) Subcontractor shall notify Procurement Representative in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $10,000 which are to be imported into the customs territory of the United States for delivery to Company under this contract, either as end products or for incorporation into end products. Subcontractor shall furnish the notice to Procurement Representative at least 30 calendar days before the importation. The notice shall identify the:
   (a) Foreign supplies;
   (b) Estimated amount of duty; and
   (c) Country of origin.
(2) Procurement Representative will determine whether any of these supplies should be accorded duty-free entry and will notify Subcontractor within 10 calendar days after receipt of Subcontractor's notification.
(3) Except as otherwise approved by Procurement Representative, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty in which would be payable if the supplies were not entered duty-free.

D. Subcontractor is not required to provide the notification under paragraph (C) of this clause for purchases of foreign supplies if:
(1) The supplies are identical in nature to items purchased by Subcontractor or any Lower-Tier Subcontractor in connection with its commercial business; and
(2) Segregation of these supplies to ensure use only on Company subcontracts containing duty-free entry provisions is not economical or feasible.

E. Subcontractor shall claim duty-free entry only for supplies to be delivered to Company under Subcontract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the PR, diverted to nongovernmental use.

F. Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist Parties in obtaining duty-free entry for these supplies.

G. Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to Company in care of Subcontractor and shall include the:
(1) Delivery address of Subcontractor (or prime contracting agency, if appropriate);
(2) Company Subcontract number and Company Prime Contract number;
(3) Identification of carrier;
(4) Notation "UNITED STATES GOVERNMENT, _____ [*DOE or NNSA*] _____, Duty-free entry to be claimed pursuant to Item No(s) _____ [*from Tariff Schedules*] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Company for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
(6) Estimated value in United States dollars.

H. Subcontractor shall instruct the foreign Subcontractor to:
(1) Consign the shipment as specified in paragraph (G) of this clause;
(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and Savannah River Nuclear Solutions, LLC; and
(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

I. Subcontractor shall provide written notice to the cognizant contract administration office immediately after notification by the Procurement Representative which duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in Subcontract, upon award by Subcontractor to the overseas Subcontractor. The notice shall identify the:
(1) Foreign Supplies;
(2) Country of origin;
(3) Company Subcontract number and Company Prime Contract Number; and
(4) Scheduled delivery date(s).

J. Subcontractor shall include and flow down the substance of this clause to their Lower-Tier Subcontractors.

H-7 CONFIDENTIALITY OF INFORMATION

A. To the extent Work under this Contract requires the Contractor to be given access to confidential or proprietary business, technical, or financial information belonging to Government or other companies, the Contractor shall, after receipt

thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third Parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in public domain;
(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
(3) Information which the Contractor can demonstrate was in its possession at the
(4) time of receipt thereof and was not acquired directly or indirectly from Government or other companies; or
(5) Information which the Contractor can demonstrate was received by it from a third party which did not require the Contractor to hold it in confidence.

B. The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees he will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.

C. The Contractor agrees, if requested by Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the CO.

D. The Contractor agrees upon request by Government, it will execute a Government-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by Government, such an agreement shall also be signed by Contractor personnel.

E. This clause shall flow down to all subcontracts.

F. Technical data is addressed in Section I, DEAR 970.5227-2 – Rights in Data- Technology Transfer (DEC 2000) (DEVIATION).

I.68 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Deviation Jan 2026) Alternate I-Deviation (Deviation JAN 2026)

A. Unless an exception under FAR 15.403-2 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408-2, Table 15-1 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price) before awarding any subcontract expected to exceed $2 million under any prime contract awarded before July 1, 2018.

B. The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

C. In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-3(a), the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.