TC-00013 CONSULTANT Revision 8
Effective with solicitations issued on or after 10/12/2026 or as directed in PN 188.

GENERAL TERMS AND CONDITIONS FOR CORPORATE PROFESSIONAL AND CONSULTANT SERVICES (non-commercial) UNDER

NATIONAL NUCLEAR SECURITY ADMINISTRATION PRIME CONTRACT NO. DE-AC09-08SR22470
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
SAVANNAH RIVER SITE, AIKEN, SC 29808

TABLE OF CONTENTS

		Page No.
1.0	DEFINITIONS	2
2.0	ORDER OF PRECEDENCE	2
3.0	ASSIGNMENT FOR THE BENEFIT OF GOVERNMENT	3
4.0	ACCEPTANCE OF TERMS AND CONDITIONS	3
5.0	AUTHORIZED REPRESENTATIVES AND NOTICE	3
6.0	INDEPENDENT CONTRACTORS	3
7.0	LOWER-TIER SUBCONTRACTORS	4
8.0	CHANGES	4
9.0	SELECTION OF PERSONNEL	4
10.0	PERSONAL SERVICES	4
11.0	TECHNICAL DIRECTION	4
12.0	THIRD PARTIES	5
13.0	PUBLICITY	5
14.0	DISPUTES	5
15.0	TERMINATION FOR DEFAULT	5
16.0	TERMINATION AT COMPANY'S OPTION	7
17.0	EXCUSABLE DELAYS	7
18.0	PAYMENT BY ELECTRONIC FUNDS TRANSFER	7
19.0	PAYMENT	7
20.0	COMPLIANCE WITH LAWS	8
21.0	BANKRUPTCY	8
22.0	TAXES	8
23.0	WARRANTY	8
24.0	INSPECTION/ACCEPTANCE	9
25.0	WORK ON SRS, GOVERNMENT OR OTHER PREMISES/INSURANCE REQUIREMENTS	9
26.0	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)	11
27.0	INDEMNIFICATION AND LIABILITY	12
28.0	JOINT INTELLECTUAL PROPERTY RIGHTS	13
29.0	COPYRIGHTS FOR COMPANY DIRECTED TECHNICAL PERFORMANCE	13
30.0	REPORTING OF ROYALTIES	13
31.0	RIGHTS TO PROPOSAL DATA	13
32.0	SCIENTIFIC AND TECHNICAL INFORMATION	13
33.0	SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES	14
34.0	EXPORT CONTROL	14
35.0	TRAVEL (TO INCLUDE FOREIGN TRAVEL)	14
36.0	FOREIGN NATIONALS	15
37.0	COUNTERINTELLIGENCE	15
38.0	UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)	15
39.0	ES&H REQUIREMENTS	16
40.0	NON-ES&H REQUIREMENTS	16
41.0	COMPLIANCE WITH DIESEL EMISSION REDUCTION ACT (DERA)	16
42.0	INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES	17
43.0	CONTROLLED UNCLASSIFIED INFORMATION	17
44.0	SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE	18
45.0	FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE	18
46.0	FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT	20

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. "Government" 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. "DOE" shall mean the United States of America and includes the U.S. Government, 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 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 in FAR Subpart 42.12 when requesting Company 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 Contract with Government, or (2) because Government has accepted the project or task performed under Subcontract.

4.0 ACCEPTANCE OF TERMS AND CONDITIONS

A. Subcontractor, by signing Subcontract or delivering the items identified herein, agrees to comply with all the terms and conditions and all specifications and other documents Subcontract 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 Company and Subcontractor 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 it 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, the Subcontractor will be required to meet the "On-Site Requirements" listed on our website: SRS - SRNS General Provisions and Related Documents

5.0 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, facsimile, courier or express delivery, or certified mail to the facsimile number or address shown on the face of Subcontract or such address as directed by notice.

6.0 INDEPENDENT CONTRACTORS

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

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

7.0 LOWER-TIER SUBCONTRACTORS

The requirements of this Article shall be flowed down to all Lower-Tier Subcontractors. When the use of a Lower-Tier Subcontractor is determined to be necessary, the Higher-Tiered Subcontractor shall flow down those terms and conditions applicable for the activities within its defined Scope of Work, in accordance with referenced Codes/Standards/Material Specifications and any other requirements included within Subcontract. The Higher-Tiered Subcontractor shall flow down all commercial Terms and Conditions, including Articles incorporated by reference, to all Lower-Tiered Subcontractors, which includes verification the Lower-Tiered Subcontractor has been appropriately qualified to perform the activities required to satisfy this procurement. The 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 the Lower-Tiered Subcontractor to the Higher-Tiered Subcontractor deems it necessary to Subcontract further its parts of this Contract.

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 a bilateral modification to Subcontract. Such changes may include, without limitation, changes in (1) the description of the items; (2) the quantities of items ordered; (3) the method of shipment or packaging, and (4) the 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 Articles 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 SELECTION OF PERSONNEL

A. When personnel categories or classifications are listed, Subcontractor shall provide resumes of individuals proposed to be furnished and obtain the written electronic approval of Procurement Representative prior to furnishing or utilizing such personnel under Subcontract. In addition, at the option of Company, personal interviews may be required prior to utilizing any individual under Subcontract. Company shall not be obligated to reimburse Subcontractor for the Services of any individual utilized without complying with this requirement.

B. When individuals are listed by name, no substitution will be acceptable without a fully executed modification to Subcontract.

C. Consistent with section 3161 of the National Defense Authorization Act (PL 102-484), if the Consultant needs to hire additional employees beyond those already part of its existing Work force as of the date of Subcontract in order to satisfy the performance requirements set forth by the Scope of Work in Subcontract, the Consultant 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 the employment need. At the time of award of Subcontract, Procurement Representative shall make available to the Consultant 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.

10.0 PERSONAL SERVICES

A. It is the intent of Parties of Subcontract the Work and Services provided for herein shall be performed personally by Subcontractor personnel who are assigned by Subcontractor except those incidental Services such as secretarial and clerical assistance may be performed by others when requested by Subcontractor. Except for such incidental assistance, any Services provided for herein may not be performed by persons other than a Subcontractor unless written electronic approval for such performance is given by Company.

B. It is understood Company shall not be liable for any claims for Work performed under or in connection with Subcontract by persons other than Subcontractor.

11.0 TECHNICAL DIRECTION

A. The Performance of Work required under Subcontract shall be subject to the technical direction and surveillance of the STR/End User of Company.

B. As used herein "technical direction" is direction to Subcontractor which provides the details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish Subcontract Statement of Work. The technical direction to be valid:
(1) Must be issued in writing consistent with the general Scope of the Work set forth in Subcontract.

(2) May not constitute a new assignment of Work or change to the expressed terms, conditions or specifications incorporated into Subcontract or Subcontractor's rights.
(3) Shall not constitute a basis for any increase in Subcontract price or extension to Subcontract delivery schedule.

C. Nothing contained in this Article authorizes Subcontractor to incur costs more than the funded value of Subcontract or other limitation on funds set forth in Subcontract.

12.0 THIRD PARTIES

Nothing in Subcontract, or its amendments, shall be construed to grant, vest or allow any right to be given to any employee or other third party, excluding the Government, or to the legal representative, heirs, assigns, or successors of any of them, as a third-party beneficiary. This Article is not intended to limit or impair the rights which any person may otherwise have under applicable Federal statutes, or which are granted or reserved to the Government in Subcontract.

13.0 PUBLICITY

A. Subcontractor shall not publicly disclose information concerning any aspect of Supplies or Services relating to Subcontract without the 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 paragraph (c), shall be flowed down to all Lower-Tier Subcontracts.

14.0 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.

15.0 TERMINATION FOR DEFAULT

A. Company may terminate Subcontract, in whole or in part, if Subcontractor: (1) fails to supply enough properly skilled workers or proper materials or equipment so as to endanger performance of Subcontract; (2) fails to make payment to Lower-Tier Subcontractors for materials or labor in accordance with the respective Subcontracts between Subcontractor and the Lower-Tier Subcontractors; (3) disregards applicable laws, ordinances, rules, regulations, directives, or orders, or instructions of Company; (4) fails to adhere to the time specified in Subcontract for performance of Services or delivery of Supplies or Services.; or (5) otherwise fails to comply with any material terms of Subcontract. Company's right to terminate Subcontract may be exercised if Subcontractor does not cure such failure within ten (10) days after receipt of notice from Company specifying the failure.

B. Company may take possession and use any materials, tools, equipment, and the construction facilities and premises and finish the Work by whatever method Company deems expedient at Subcontractor's expense which includes any increased cost incurred exceeds Subcontractor price.

C. Subcontractor will not be deemed to be in default for failure to perform caused by the failure of a Lower-Tier Subcontractor if the failure was beyond the control of both Subcontractor and Lower-Tier Subcontractor and without the fault or negligence of either.

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

16.0 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 the 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 suppliers' 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 the termination; less, (d) all amounts previously paid to Subcontractor for the Work. This is more fully delineated in FAR 31.205-42, which is set forth in its entirety in Part 4.

C. All claims under any of the foregoing Articles of this Section 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.

17.0 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 the 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 is caused by the failure of its Lower-Tier Subcontractor to perform or make progress, and if the cause of such failure was beyond the reasonable control of both Subcontractor and the 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.

18.0 PAYMENT BY ELECTRONIC FUNDS TRANSFER

Methods of Payment:

(1) All payments by Company under Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in Paragraph A.2 of this Article.
(2) In the event Company is unable to release one or more payments by EFT, Subcontractor agrees to either:
(3) Accept payment by check or some other mutually agreeable method of payment; or
(4) Request Company extend payment due dates until such time as Company can make payment by EFT.

19.0 PAYMENT

A. Unless otherwise provided, terms of payment shall be Net-30 days from the latter of (1) receipt of Subcontractor proper invoice for Services, if required, or (2) delivery and acceptance of products. Any offered discount shall be taken if payment is made within the discount period Subcontractor's invoice indicates. If there are invoice discrepancies, Company will reject the invoice and relay to Subcontractor the deficiencies in their invoice within ten (10) business days of receipt of the invoice. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

B. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

C. For items subject to inspection or testing as a condition of acceptance, Company may in its sole discretion pay invoices prior to acceptance subject to repayment if the items are not accepted. The payment for items, either wholly or in part, shall not be deemed or construed as acceptance.

20.0 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. The requirements of this Article, including paragraph (b), shall be flowed down to all Lower-Tier Subcontractors

21.0 BANKRUPTCY

If Subcontractor enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to Procurement Representative within five (5) days of initiating 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's Subcontract Numbers for which final payment has not been made.

22.0 TAXES

To the extent possible, Subcontractor will use its best efforts to obtain Services, materials and Supplies furnished under Subcontract are tax exempt by sharing the exemption certificate. Subcontractor shall determine at the time of providing bids for Subcontract and all subsequent modifications to Subcontract if it is able to procure Services, materials and Supplies are tax exempt. If the exemption certificate is not accepted, then Subcontract price shall include all applicable Federal, State, and local taxes and duties.

23.0 WARRANTY

A. Subcontractor warrants it will perform the Work in a professional and workmanlike manner and all Work shall be free of material errors and defects. If Company identifies a non-conformity, Company shall notify Subcontractor of the same and Subcontractor shall promptly correct such error or defect at no additional cost to Company.

B. Further, Subcontractor warrants the Work provided hereunder shall not infringe any other party's intellectual property rights or interests.

C. Subcontractor warrants any and all Work performed shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time and including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local Government agency having jurisdiction in the location to which items are to be shipped or Work is to be performed pursuant to Subcontract.

D. Subcontractor warrants every chemical substance delivered under Subcontract shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the Toxic Substances Control Act (Public Law 94-469).

E. Subcontractor warrants any and all Work performed shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time and including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local Government agency having jurisdiction in the location to which items are to be shipped or Work is to be performed pursuant to Subcontract.

F. Subcontractor warrants all Services provided to Company are genuine and meet the requirements of 18 U.S.C. 2320 Trafficking in counterfeit Services, as more fully described the Statement of Work. Subcontractor's warranty also extends to labels and or trademark logos affixed or designed to be affixed to items supplied or 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.

24.0 INSPECTION/ACCEPTANCE

A. Unless otherwise specified in Subcontract, Subcontractor shall be responsible for all quality assurance measures necessary to ensure only items and Services conforming to the 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 the parts, components, and materials furnished by suppliers of Subcontractor and incorporated into end items furnished to Company are not counterfeit or of suspect quality.

B. Notwithstanding Subcontractor's responsibility for all quality assurance measures as described in paragraph (a) above, Company has the right to conduct process inspections if Subcontract is for Services. If conducted, such inspections shall be performed in a manner which will not unduly delay the 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 items and Services which have been tendered for acceptance. Company has the right to reject nonconforming items and Services with or without disposition instructions from Subcontractor; the right to require their correction, replacement, reperformance; the right to accept nonconforming items or Services and reduce Subcontract amount to reflect the reduced value of the nonconformance(s); or the right to terminate Subcontract. 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 the item or Services, unless the change is due to the defect in the item or Service.

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

25.0 WORK ON SRS, GOVERNMENT OR OTHER PREMISES/INSURANCE REQUIREMENTS

A. As to Work to be done or performed by Subcontractor on premises owned or controlled by SRS, the Government, or the 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 the negligent acts or omissions of Subcontractor or its Subcontractor's, agents, or employees. Subcontractor shall indemnify and hold harmless the 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 Subcontractor's, 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 the 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 the Government. Nothing in the foregoing shall be construed to require Subcontractor to indemnify and save harmless the 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 any and all immunity provided by any industrial insurance or Workers/Workmen's Compensation Act or statute.

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

C. All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

(1) Subcontractor shall procure and thereafter maintain at its own expense, the following insurance:

- Workers' Compensation and Employer's Liability.
- Limits of Liability: Worker's Compensation: Statutory limits in the jurisdiction wherein the Work is to be performed.
- Employer's Liability: A minimum of $1,000,000.
  a. Comprehensive general liability including Bodily Injury and Property Damage.
     - Limits of Liability: A minimum of $1,000,000 Combined Single Limit.
     - Endorsements: Company and the Government to be endorsed as Additional Insured.
     - Contractual Liability including all coverage endorsed on the basic policy.

b. Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired.
   - Limits of Liability: $1,000,000 Combined Single Limit

c. For Subcontracts involving blasting or other hazardous operations, Subcontractor's insurance shall specifically state all blasting or such other hazardous operations are fully covered.

(2) Certificates of insurance evidencing the requirements of this Article have been met shall be furnished to Company before Work is commenced under Subcontract, (Ref. OSR 1-183). In addition, a copy of the policy endorsement for Comprehensive General Liability insurance (Ref. paragraph C. (1)(ii) above), naming Company and the Government as "Additional Insured", shall be submitted with the certificate of insurance. Provisions shall be made for thirty days' advance notice by mail to Company's Procurement Representative of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers satisfactory to Company.

(3) In the event Subcontractor fails to furnish such Certifications of Insurance, as required in Paragraph 2 herein above, prior to commencement of Work or to continue to maintain such insurance during the performance of Subcontract, Company shall have the right to stop Work and/or to withhold any payments or partial payments required to be made under Subcontract; and shall have the right to continue withholding any or all of said payments so long as Subcontractor has not complied with the requirements of this Article.

D. 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 the Government against, and to save and hold harmless Company and the Government from, any and all liability and expense with respect to claims against Company or the Government which may result from the failure or alleged failure of Subcontractor or of any of its Subcontractors to comply there with.

E. Additional requirements for insurance specific to Work or other special regulations are, but may not be limited to: Subcontracts with Work involving high or medium hazard activities (identified on a OSR 1-183, Subcontract Safety Checklist) shall require a letter from each Subcontractor's workers compensation insurance carrier certifying the Experience Modification Rate provided on a Subcontractor's Environmental, Safety, and Health Evaluation Worksheet is accurate Subcontracts with Work involving the protection of air, water, land, and other natural and cultural resources may require additional insurance requirements contingent upon guidance obtained from the Environmental Permitting and Compliance Organization. At the approval of the Director of SCM and DOE, Procurement Representatives shall require Subcontractors to carry insurance ranging from $2 to $5 million.

This insurance Article shall be added to these specific subcontracts as direct, "In addition to the coverage required by the terms and conditions, Subcontractor shall procure and maintain, at its expense, Contractors' Pollution Liability Insurance or Environmental Impairment Insurance in limits not less than [[INSERT: $2-5 million]] for each claim."
Subcontracts with Work for medical Services shall include the requirement for valid and current medical malpractice insurance in the amount of $1 million per occurrence and shall require a copy of certificates of insurance to be submitted to Procurement Representatives prior to the commencement of Work, as well as a copy of the written policy endorsement naming Company and the Government as additionally insured under the policy.

F. Medical results will be provided to Subcontractor personnel. Company will provide on-site Medical Surveillance program or 3rd party designee, based on the Work scope hazards. Subcontractor's corporate occupational medicine program must be compliant with all other 10 CFR 851 requirements.

G. Company will be responsible for an exit medical evaluation, when required, for Subcontractor personnel with known occupational illnesses, injuries, and/or documented or presumed exposure and when required by OSHA regulations. All diagnostic/monitoring exams and return to Work (after an absence of 24 Work hours) exams are to be provided through Subcontractor.

H. Site Reporting Requirements: Subcontractor personnel shall immediately notify Procurement Representative of any event or condition may require reporting to Government. Subcontractor shall cooperate with any Company or Government critique, analysis, or investigation and complete necessary reports for such events and/or conditions. Events and/or conditions requiring reporting to Government are defined in DOE Manual 231.1-2 and can include, but not limited to:

(1) Operational emergencies,

(2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,

(3) Any on–the-job injury where Subcontractor personnel is taken offsite for something other than observation. The notification requirement applies to any Subcontractor personnel going offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent; any offsite transfers must be reported immediately,

(4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of an injury occurrence,

(5) Fires/explosions,
(6) Hazardous energy control failures
(7) Operations shutdown directed by management for safety reasons,
(8) Environmental release of radioactive materials,
(9) hazardous substances, regulated pollutants, oil spills, etc.,
(10) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
(11) Loss damage, theft, or destruction to Government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
(12) Spread of radioactive contamination or loss of control of radioactive materials,
(13) Personnel radioactive contaminations or exposures, and
(14) Violations of procedures.

I. Immediate notification is required of such events to ensure Company meets its commitment for thirty (30) minute notification to appropriate Government authorities. Subcontractor personnel shall preserve conditions surrounding or associated with events or conditions for continued investigation unless such actions interfere with establishing a safe condition. Subcontractor personnel shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety, and health requirements of Subcontract.

J. Subcontractor shall perform any part of the Work on the premises of Company or other premises owned and/or operated by the 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.

K. Subcontractor shall obtain the approval of Company, in writing, electronically, prior to any visit to a Government or Company facility by any Foreign National or Dual Citizen in connection with Work being performed under Subcontract. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, Subcontract service Work, including delivery of materials, or for courtesy purposes. The term "access" also includes officially sponsored attendance at a Government or Company event off-site from Government/Company facility but does not include off-site events and activities open to the general public. Subcontractors should be aware required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to Procurement Representative at least four (4) to six (6) weeks prior to the visit. Forms can be obtained from Procurement Representative.

L. 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, to include any Lower-Tier Subcontract, at off-site locations.

26.0 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

This Article is applicable to all affiliate acquisitions, all service subcontracts above the micro-purchase threshold (see FAR 2.101) (Company level), agreements (Company level), all Subcontractor personnel working under a service Subcontract (individual level) where individual's Work includes advisory and assistance Services as defined in FAR 2.101, or at the request of Procurement Representative.

A. Purpose. The purpose of this Article is to ensure Subcontractor;
(1) Is not biased because of its financial, contractual, organizational, or other interests which relate to the Work under Subcontract, and/or
(2) Does not obtain any unfair competitive advantage over other Parties by virtue of its performance of Subcontract.

B. Scope. The restrictions described herein shall apply to performance or participation by Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as ''Subcontractors') in the activities covered by this Article as a prime contractor, Subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this Article, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
(1) Use of Subcontractor's Work product.
(a) Subcontractor shall be ineligible to participate in any capacity in subcontracts, or proposals (solicited and unsolicited) resulting from Subcontractor's performance of Work under Subcontract for a period of three (3) years after the completion of Subcontract (reference DEAR 909.507–2). Furthermore, unless so directed in writing by Procurement Representative, Subcontractor shall not perform any advisory and assistance Services, or all other Services and materials, Work under Subcontract on any of its products or Services or the products or Services of another firm if Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude Subcontractor from competing for follow-on subcontracts for advisory and assistance Services or all other Services and materials.

(b) If, under Subcontract, Subcontractor prepares a complete or essentially complete statement of Work or specifications to be used in competitive acquisitions, Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort based on such statement of Work or specifications. Subcontractor shall not incorporate its products or Services in such statement of Work or specifications unless so directed in writing by Procurement Representative in which case the restriction in this subparagraph shall not apply.

(c) Nothing in this paragraph shall preclude Subcontractor from offering or selling its standard and commercial items to Company.

(2) Access to and use of information.

(a) If Subcontractor, in the performance of Subcontract, obtains access to information, such as Company plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, Subcontractor agrees, without prior written approval of Procurement Representative, Subcontractor shall not:

(i) use such information for any private purpose unless the information has been released or otherwise made available to the public,

(ii) compete for Work against Company based on such information for a period of six (6) months after either the completion of Subcontract or until such information is released or otherwise made available to the public, whichever is first,

(iii) submit an unsolicited proposal to Company based on such information until one (1) year after such information is released or otherwise made available to the public, and

(iv) release such information unless such information has previously been released or otherwise made available to the public by Company.

(b) In addition, Subcontractor agrees, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under Subcontract, Subcontractor shall treat such information in accordance with any restrictions imposed on such information.

(c) Subcontractor may use technical data it first produces under Subcontract for its private purposes consistent with paragraphs(B)(2)(i) (a) and (d) of this Article and the patent, rights in data, and security Articles of Subcontract.

C. Disclosure. Prior to award of applicable acquisition, Procurement Representative shall obtain from apparent Subcontractor a disclosure required by DEAR 909.507–1 and shall determine, in writing, whether interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant-potential organizational conflict of interests is identified, apparent Subcontractor shall take actions to avoid, neutralize, or mitigate organizational conflicts of interest to the satisfaction of Company. If conflicts of interests cannot be avoided or neutralized, Procurement Representative shall obtain Government Contracting Officer consent prior to awarding Subcontract.

D. Disclosure after award.

(1) Subcontractor agrees, if changes, including additions, to the facts disclosed by Subcontractor prior to award of Subcontract, occur during the performance of performance of Subcontract, Subcontractor shall make an immediate and full disclosure of such changes in writing to Procurement Representative. Such disclosure may include a description of any action which Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Company may, however, terminate Subcontract for convenience if Company deems such termination to be in its best interest.

(2) In the event Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to Procurement Representative, Company may terminate Subcontract for default.

E. Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Procurement Representative may terminate Subcontract for default, disqualify Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or Subcontract.

F. Waiver. Requests for a waiver under this Article shall be directed in writing to Procurement Representative and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of Company, Company may grant such a waiver in writing.

27.0 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.

28.0 JOINT INTELLECTUAL PROPERTY RIGHTS

A. "Joint Intellectual Property Rights" shall mean any Work under subcontract, which:
   (1) Results from the involvement of at least one employee/participant from each of Company and Subcontractor; 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.

29.0 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.

30.0 REPORTING OF ROYALTIES

If any royalty payments are directly involved in Subcontract or are reflected in the process or charges under Subcontract, Contractor agrees to report in writing 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 the 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.

31.0 RIGHTS TO PROPOSAL DATA

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 Articles of any notice appearing on the proposal or elsewhere, Company and the 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 SCIENTIFIC AND TECHNICAL INFORMATION

Electronic submissions of technical reports will consist of two virus-free copies are readable in the following formats:
   (1) Text will be submitted in native software (compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).
   (2) Embedded objects and files are linked to a document must be supplied as well, as follows:

(a) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution>100 dpi.
(b) Vector art (for example, line art) will be submitted as EPS images.
(c) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

33.0 SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES

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.

34.0 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 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.

35.0 TRAVEL (TO INCLUDE FOREIGN TRAVEL)

A. Allowable costs for air travel will be limited to the lowest available airfare. To the extent reasonable, the Consultant will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. First class air travel will only be used when other, less expensive, accommodations are not reasonable available to meet the necessary duty requirements. Such accommodations are considered "not reasonably available" when they would:
(1) Require circuitous routing.
(2) Require travel during unreasonable hours.
(3) Greatly increase the duration of the flight.
(4) Result in additional costs which would offset the transportation saving.
(5) Offer accommodations not reasonably adequate for the medical needs of the traveler.

B.
(1) The allowance for the use of personal automobile on official business shall not be higher than the rate authorized in FPMR 101.7.1. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.
(2) Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toil bridge charges. In the event two or more persons travel in one automobile, only one mileage allowance will be paid.
(3) The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement for living allowance will be limited to the time required as if the employee had used air transportation.

C. Promotional Materials (Received in Conjunction with Official Travel From Common Carriers, Rental Car Companies or Other Commercial Sources). All promotional materials (e.g., bonus flights, reduced-fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs, etc.) received by Consultants in conjunction with official travel or applicable to the purchase of travel tickets or other Services such as car rental, are due the Consultant and may not be retained by the Consultants(s). If a Consultant(s) receives such promotional materials from any commercial source incident to official travel, the Consultant(s) shall accept the material on behalf of the Federal Government and relinquish it to Company.

D.

(1) Foreign travel, when charged directly, shall be subject to the prior written approval of Company's Procurement Representative for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
(2) Request for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable include a notification of proposed sensitive foreign nation travel.
(3) Subcontractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any official version of Subcontract in effect at the time of award.

36.0 FOREIGN NATIONALS

As used in this Article, 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.

A. In addition, Subcontractor shall obtain the approval of Company's 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.

B. In the performance of off-site Work, Foreign Nationals only incidentally involved with a Company Subcontract, and who have no knowledge their activities are associated with Company's Subcontract Work, are exempt from the above.

C. If the Statement of Work is accompanied by an approved Exception from Foreign National Information Requirements form, Subcontract does not require Subcontractor to provide foreign national information would otherwise be required.

D. In the Performance of Work, Country of Risk foreign nationals/dual citizens may be restricted from accessing technology, information, or certain areas.

37.0 COUNTERINTELLIGENCE

A. If Subcontractor has access to classified data, the Contractor shall take all reasonable precautions in the 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 5670.3, 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 Company's Procurement Representative. Subcontractor shall immediately report targeting, suspicious activity and other Counterintelligence concerns to Company's Procurement Representative; and provide assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the Government Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

38.0 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

A. Subcontractor 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 matter 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's Computer Security organization. Adherence to the Plan is required during the performance of Subcontract.

C. 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.

D. 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 particles 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 Company's Subcontract Technical Representative VE (STR) for disposition, with the prior approval of the STR.

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

F. 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 Government Manual 471.1-1, Chapter I Part C.

G. 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.

H. 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 Government Manual 471.1-1, Chapter I, and Part B. C.

39.0 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)

40.0 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 the Subcontract is performed on or at a Government site/facility, including Government contractor leased space)

DOE O 544.1B Priorities and Allocations Program

41.0 COMPLIANCE WITH DIESEL EMISSION REDUCTION ACT (DERA)

A. All diesel-powered equipment bought on-site for ARRA Work is required to burn ultra-low sulfur diesel fuel (≤< 15 ppm). Fuel certification will be available for inspection upon request.

B. All pre-1996 model year non-road diesel engine equipment brought on-site for ARRA Work shall be retrofitted with EPA verified control equipment. Equipment certification will be submitted prior to commencement of Work.

C. SRS is implementing South Carolina State Transport Police (SCSTP) maximum idling regulation SCCL§56-35-10. All "self-propelled diesel motor vehicles licensed for use on a public roadway to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating of ten thousand and one pounds or more" shall be shut down if the idling period will exceed 10 consecutive minutes. Additional guidance on maximum idling time can be obtained at www.scstp.org.

42.0 INSPECTION EXCEPTION FOR THORIATED TUNGSTEN ELECTRODES

SRS has determined thoriated tungsten electrodes will no longer be used in the manual Gas Tungsten Arc Welding (GTAW) process at SRS. This applies to the manual GTAW process only. For automatic GTAW the use of thoriated tungsten is allowed due to the dedicated grinding area and control of the process.

43.0 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).

44.0 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.

45.0 FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

Subcontract incorporates the FAR and DEAR 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 Clauses

52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2011
53.215-11	Price Reduction for Defective Cost or Pricing Data- Modifications (JUN 2020)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.222-1	Notice of Labor Disputes (FEB 1997)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contractor Work Hours and Safety Standards Act – Overtime Compensation (MAY 2018)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEP 2016)
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products (OCT 2015)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights In Data-General (MAY 2014)
52.227-14	Rights in Data - Alternate II (DEC 2007)
52.227-16	Additional Data Requirements (JUN 1987)
52.232-17	Interest (MAY 2014)
52.242-15	Stop Work (AUG 1989)
52.245-1	Government Property (SEP 2021)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)

DEAR Clauses

952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)
952.204-2	Security Requirements (AUG 2016)
952.204-70	Classification/Declassification (SEP 1997)
952.204-71	Sensitive Foreign Nation Controls (MAR 2011)
952.227-11	Patent Rights-Retention by The Contractor (Short Form) (MAR 1995)
952.227-13	Patent Rights-Acquisition by The Government (SEP 1997)
952.250-70	Nuclear Hazards Indemnity Agreement (OCT 2005)
970.5204-3	Access and Ownership of Records (OCT 2014)
970-5208-1	Printing (DEC 2000)
970.5223-1	Integration of Environment, Safety and Health into Work Planning and Execution
970-5227-1	Rights in Data-Facilities (DEC 2000)
970-5232-3	Accounts, Records, and Inspections (DEC 2010) Deviation Letter 2005-04 (11/02/2004)
970.5245-1	Property (DEC 2000)

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

52.222-54	Employment Eligibility Verification (MAY 2022)

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

52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)

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

52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JAN 2005)
52.222-35	Equal Opportunity for Veterans (DEC 2001)
52.222-37	Employment Reports on Veterans (DEC 2001)

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

52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2005)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.222-4	Contractor Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.227-1	Authorization and Consent (JUL 1995)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
952.223-78	Sustainable Acquisition Program (Oct 2010)
970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2000)

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

52.219-9	Small Business Subcontracting Plan (JUL 2005)
52.219-9	Small Business Subcontracting Plan – Alt II (OCT 2001)
52.219-9	Small Business Subcontracting Plan – Alt IV (JAN 2019)

952.226-74 Displaced Employee Hiring Preference (JUN 1997)

970.5226-2 Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)

46.0 FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT

CONFIDENTIALITY OF INFORMATION

A. To the extent the Work under this Contract requires the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the 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 time of receipt thereof and was not acquired directly or indirectly from the Government or other companies; or
   (4) Information which the Contractor can demonstrate was received by it from a third party 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 the Government, to sign an agreement identical, in all material respects, to the terms and conditions 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.