

**GENERAL PROVISIONS FOR PROCUREMENT OF TECHNICAL SERVICES UNDER
U. S. DEPARTMENT OF ENERGY PRIME CONTRACT NO. 89303322DEM000068**

**SAVANNAH RIVER MISSION COMPLETION LLC SAVANNAH RIVER SITE
AIKEN, SC 29808**

** Incorporated by reference to appropriate FAR clause (see <https://www.acquisition.gov/>)
and DEAR clause (<http://www.acquisition.gov/dears>)*

TABLE OF CONTENTS

A.1 DEFINITIONS2

A.2 REPORTS2

A.3 INDEPENDENT CONTRACTOR2

A.4 CONFIDENTIALITY OF INFORMATION2

A.5 REPORTING OF ROYALTIES.....3

A.6 TAXES.....3

A.7 TERMINATION3

A.8 ASSIGNMENT3

A.9 DISPUTES4

A.10 INSURANCE4

A.11 RELEASE OF LIABILITY5

A.12 GENERAL5

A.13 TAX WITHHOLDING FOR NONRESIDENTS.....6

A.14 FITNESS FOR DUTY AND WORKPLACE SUBSTANCE ABUSE PROGRAM.....6

A.15 BADGING REQUIREMENTS7

A.16 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES...8

A.17 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS.....9

A.18 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI).....9

A.19 LIMITATION OF FUNDS10

A.20 RIGHT OF FIRST REFUSAL OF EMPLOYMENT11

A.21 COPYRIGHTS FOR SRMC DIRECTED TECHNICAL PERFORMANCE11

A.22 TRAVEL11

A.23 SUBCONTRACTOR’S LIABILITY FOR FINES AND PENALTIES11

A.24 FOREIGN NATIONALS11

A.25 PAYMENT BY ELECTRONIC FUNDS TRANSFER12

A.26 INTELLECTUAL PROPERTY RIGHTS12

A.27 SCIENTIFIC AND TECHNICAL INFORMATION13

A.28 COMPLIANCE13

A.29 ACCESS TO DOE-OWNED OR LEASED FACILITIES13

A.30 FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES14

A.31 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE14

*A.32 NUCLEAR HAZARDS INDEMNITY AGREEMENT (AUG 2016).....15

*A.33 RIGHTS IN DATA – GENERAL (MAY 2014)15

*A.34 RIGHTS IN DATA - ALTERNATE V(DEC 2007)15

*A.35 ADDITIONAL DATA REQUIREMENTS (JUN 1987).....15

*A.36 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (DEC 2000).....15

*A.37 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (FEB 2011)15

*A.38 CONVICT LABOR (JUN 2003).....15

*A.39 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003).....15

*A.40 PROTECTION OF GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH SUBCONTRACTORS
DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)15

*A.41 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020).....15

*A.43 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)15

*A.44 CLASSIFICATION/ DECLASSIFICATION (SEP 1997).....15

*A.45 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)15

*A.46 AUTHORIZATION AND CONSENT (JUN 2020).....15

*A.48 COMBATING TRAFFICKING IN PERSONS (JAN 2019)16

*A.49 SECURITY (MAY 2002).....	16
*A.50 PREFERENCE FOR PRIVATELY- OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006).....	16
*A.51 AUDIT AND RECORDS - NEGOTIATIONS (JUN 2020)	16
*A.52 SERVICE CONTRACT LABOR STANDARDS (AUG 2018).....	16
*A.53 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)	16
*A.54 DISPLAY OF HOTLINE POSTER(S) (JUN 2020).....	16
*A. 55. EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015).....	16
*A.56 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011).....	16
*A.57 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020).....	16
*A.58 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017).....	16
*A.59 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)	16
*A.60 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)	16
*A.61 RIGHTS IN DATA - ALTERNATE III (DEC 2000)	16

A.1 DEFINITIONS

Whenever used in this document with initial capitalization, the following definitions shall be applicable unless the context indicates otherwise:

- A. "Services" shall mean labor, direction of labor, production of technical information, consulting services, technical services or any other services furnished by Subcontractor and its subcontractors and Subcontractors under this Order.
- B. "SRMC" shall mean Savannah River Mission Completion LLC.
- C. "Subcontractor" shall mean the person or organization entering into this Order with SRMC.
- D. "Subcontract" shall mean any Purchase Order entered into by Subcontractor or lower tier subcontractor calling for services required for performance, order modification, or subcontract.
- E. "Lower tier subcontractor" shall mean any subcontractor or Subcontractor of any (lower) tier who supplies goods and/or services to Subcontractor in connection with Subcontractor’s obligations under this Order.
- F. "Vendor Data" shall mean any and all information, data and documentation to be provided by Subcontractor and its lower tier subcontractors under this Order.
- G. "Work" shall mean Services and Vendor Data provided by Subcontractor and its lower tier subcontractors and all work performed with respect thereto, pursuant to this Order.
- H. "SRMC Procurement Representative" shall mean a person with the authority to execute, administer, and terminate the contract, and make related determinations and findings. The term includes certain authorized representatives of the SRMC Procurement Representative acting within the limits of their authority as delegated by the SRMC Procurement Representative.

A.2 REPORTS

As a part of the work and services to be performed, the Subcontractor will furnish intermediate reports to SRMC from time to time, when requested, in such form and number as may be required by SRMC, and will make such final reports as may be required by SRMC concerning the work and services performed under the Subcontract.

A.3 INDEPENDENT CONTRACTOR

In the performance of the work and services under the terms of the Subcontract, the Subcontractor will act solely as an independent contractor, and nothing contained herein or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between SRMC and Subcontractor. The manner and method of implementing and completing any work to be performed under the terms of the Subcontract will be left to Subcontractor's control and professional judgment. It is understood that SRMC has no obligation under local, state, or federal laws regarding the Subcontractor or any employees, agents, Subcontractors, or subcontractors employed by the Subcontractor and that the total commitment and liability of SRMC in regard to any arrangement or work performed under the Subcontract is to pay the fees and expenses pursuant to the provisions hereof.

A.4 CONFIDENTIALITY OF INFORMATION

- A. To the extent that the work under the Subcontract requires that the Subcontractor be given access to confidential or proprietary business, technical or financial information belonging to the Government, SRMC or other companies, the Subcontractor 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 SRMC in writing. The foregoing obligations, however, shall not apply to:
 - Information which, at the time of receipt by the Subcontractor, is in public domain;

- Information which is published after receipt thereof by the Subcontractor or otherwise becomes part of the public domain through no fault of the Subcontractor;
 - Information which the Subcontractor 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;
 - Information which the Subcontractor can demonstrate was received by it from a third party that did not require the Subcontractor to hold it in confidence.
- B. The Subcontractor shall obtain the written agreement, in a form satisfactory to SRMC, of each employee permitted access, whereby the employee agrees not to discuss, divulge or disclose any such information or data to any person or entity except those persons within the Subcontractor's organization directly concerned with the performance of the contract.
- C. The Subcontractor agrees, if requested by the SRMC or the Government, to sign an agreement identical, in all material respects, to the provisions of this article, with each company supplying information to the Subcontractor under the Subcontract, and to supply a copy of such agreement to SRMC. From time to time upon request of SRMC, the Subcontractor shall supply SRMC with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subcontractor received such information.
- D. (1) The Subcontractor agrees that upon request by DOE or SRMC, it will execute a DOE- approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or SRMC such an agreement shall also be signed by Subcontractor's personnel.
- (2) Subcontractor will indemnify and hold SRMC harmless from any and all liabilities, claims, demands, actions, costs, damages and any expenses relating thereto (including but not limited to reasonable attorney's fees) arising from any nonauthorized disclosure of information, protected by Paragraph 7 above, by Subcontractor or any of its directors, officers, employees, agents, Subcontractors, subcontractors or permitted assigns.

A.5 REPORTING OF ROYALTIES

(Note: This Article applies if the Subcontract is in excess of \$25,000)

If any royalty payments are directly involved in the Subcontract or are reflected in the Agreement price, the Subcontractor agrees to report in writing to SRMC during the performance of the 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 the 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 DOE or SRMC of any individual payments or royalties shall not stop the Government or SRMC at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

A.6 TAXES

- A. All taxes applicable to any amounts paid by SRMC to the Subcontractor under the Subcontract will be the Subcontractor's liability and SRMC shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation. Upon request by SRMC, the Subcontractor will provide documentation evidencing compliance with all applicable federal, state and municipal income tax and/or self-employment tax laws regarding amounts received under the Subcontract.
- B. In accordance with current law, SRMC shall annually file with the Internal Revenue Service a Form 1099-MSIC., U.S. Information Return for Recipients of Miscellaneous Income, reflecting the gross annual payments by SRMC to the Subcontractor, net of any reimbursed expenses incurred by the Subcontractor on behalf of SRMC, pursuant to the Subcontract. The Subcontractor hereby acknowledges personal income tax liability for the self-employment tax imposed by Section 1401 of the Internal Code, and the payment when applicable, or estimated quarterly Internal Revenue Service Forms 1040-ES, declaration of estimated tax by individuals.

A.7 TERMINATION

SRMC has the right to terminate the Subcontract or any work being performed under any schedule executed pursuant thereto at any time by a written notice to the Subcontractor. In such event, notwithstanding any other provisions of the Subcontract, all work and services being performed under the Subcontract or any schedule being terminated will automatically and instantly terminate and SRMC will have no liability or obligation for any performance by Subcontractor after the Subcontractor received or should have received such notice.

A.8 ASSIGNMENT

The Subcontractor may not assign the Subcontract, or any schedule executed pursuant thereto, nor may the Subcontractor delegate or subcontract the performance and obligations imposed hereunder without the consent of

SRMC.

A.9 DISPUTES

- A. Subcontractor shall not be entitled to and neither SRMC nor the Government shall be liable to the Subcontractor or its lower tier subcontractors (includes Subcontractors) for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.
- C. While a dispute is pending, the Subcontractor shall proceed diligently with performance of all terms of this Order. The Subcontractor's consent to so proceed shall not restrict or otherwise affect the Contractor's right to contest any claim.

A.10 INSURANCE

When Subcontractor performs any part of the Work on the premises of SRMC or the Government during the performance of this Order, the Subcontractor shall have in force and effect policies of insurance conforming to the terms set forth in Paragraph C of this Article. All other insurance provisions shall apply for any of the work performed regardless of the venue.

A. Professional Liability:

The Subcontractor shall, when directed by SRMC, maintain professional liability insurance insuring against acts of omission and commission by the Subcontractor in amounts satisfactory to SRMC and issued by insurance carriers approved by SRMC. Upon request, the Subcontractor shall provide a certificate of insurance to SRMC meeting the requirements of this article. Provisions also shall be made for thirty (30) days advance notice by mail to SRMC of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers or brokers satisfactory to SRMC.

B. Automobile Liability Insurance:

In the event that the Subcontractor is required to perform work or services on SRMC owned or controlled premises, including but not limited to the Savannah River Site, and in the performance thereof the Subcontractor uses a Subcontractor owned, leased or rented automobile, the Subcontractor shall provide a certificate of insurance to SRMC upon request for automobile liability insurance including bodily injury and property damage with limits of at least \$500,000 per person and \$1,000,000 per accident issued by an insurance carrier satisfactory to SRMC. Provisions also shall be made for thirty (30) days advance notice by mail to SRMC of change in or cancellation of such insurance. Certificates shall be issued by insurance carriers or brokers satisfactory to SRMC. Nothing in this article, however, shall be construed as requiring the Subcontractor to provide insurance coverage in excess of the statutory minimum amounts stipulated by the State in which a non-owned vehicle is registered and insured, when the use of the vehicle is solely for transportation to and from the SRMC owned or controlled premises by Subcontractor's employees and said vehicle is a personal vehicle not used in Subcontractor's business.

Note: 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.

C. The Subcontractor shall procure and thereafter maintain at its own expense, the following insurance:

(1) Workers' Compensation and Employer's Liability:

Limits of Liability: Workers' Compensation: Statutory limits in the jurisdiction in which Subcontractor is located.

Employer's Liability: A minimum of \$1,000,000.

(Note: Workers' Compensation and Employer's Liability may be waived under state law if Subcontractor is an owner or the number of Subcontractor's employees is less than the statutory state requirement to obtain Workers' Compensation.)

(2) Comprehensive General Liability: Including Bodily Injury and Property Damage

Limits of Liability: A minimum of \$1,000,000 Combined Single Limit.

Endorsements: SRMC and the Government to be endorsed as Additional Insured.

Contractual Liability: Shall include all coverage endorsed on the basic policy.

- D. Certificates of insurance evidencing that the requirements of this article, Section C above have been met shall be furnished to SRMC before work is commenced at SRS with respect to performance under this Order. In addition, a copy of the policy endorsement for Comprehensive General Liability insurance (Ref. paragraph C.(1)(ii) above), naming SRMC and the Government as "Additional Insured", shall be submitted with the certificate of insurance. (A "blanket" endorsement naming contracting parties as an "Additional Insured" is acceptable.) Provisions shall be made for thirty days (30) advance notice by mail to SRMC of changes in or cancellation of such insurance. Certificates shall be issued by insurance carriers or brokers satisfactory to SRMC. In the event the Subcontractor fails to furnish such certificates of insurance, as required in this paragraph D prior to commencement of work or to continue to maintain such insurance during the performance of the Order, SRMC shall have the right to stop work and/or to withhold any payments or partial payments required to be made under this Order; and shall have the right to continue withholding any or all of said payments so long as the Subcontractor has not complied with the requirements of this Article.
- E. 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 SRMC and the Government against, and to save and hold harmless SRMC and the Government from, any and all liability and expense with respect to claims against SRMC or the Government which may result from the failure or alleged failure of Subcontractor or of any of its Subcontractors to comply therewith.

A.11 RELEASE OF LIABILITY

The Subcontractor hereby releases SRMC from any and all liability for damage to property or loss thereof, personal injury or death during the term of the Subcontract (and any extensions thereof) or thereafter, sustained by the Subcontractor, and any employee, agent, Subcontractor, or subcontractor employed by the Subcontractor as a result of performing the services under the Subcontract or arising out of the performance of such services, and the Subcontractor will indemnify and save SRMC harmless from any and all claims arising from or by reason of such property damage or loss, personal injury or death, except where such damage, loss, injury or death is caused by or results from the sole negligence of SRMC, its agents or employees.

A.12 GENERAL

- A. The Subcontractor has no authority whatever, expressed or implied, by virtue of the Subcontract to commit SRMC in any way to perform in any manner or to pay money for services or material.
- B. The Subcontract will be void and without any binding effect on SRMC if the Subcontractor or any Subcontractor employee utilized in the performance of the Subcontract is a candidate for federal, state or local political office or holds any such office, unless and until it has been approved by the General Counsel of SRMC or his/her designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant thereto (which are hereby incorporated and made a part of the Subcontract as executed) and the parties are not bound by any agreements, understanding or conditions otherwise than as expressly set forth therein or in any schedule incorporated into the Subcontract.
- D. The terms of the Subcontract and of any of the schedule executed pursuant hereto and incorporated herein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent there is such conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated therein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors and permitted assigns.
- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors and permitted assigns.
- G. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:
- (1) Purchase order.;
 - (2) These General Provisions.
 - (3) Statement of work.
 - (4) Other provisions of this Order, whether incorporated by reference or otherwise.
- H. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.

A.13 TAX WITHHOLDING FOR NONRESIDENTS

- A. Withholdings required by section 12-8-550 do not apply to payments on orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Subcontractor that is a nonresidents of the State of South Carolina and is conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where an order or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) SRMC will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to Subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. SRMC will withhold as required by law.
- D. The above withholdings will not be made provided the Subcontractor presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

A.14 FITNESS FOR DUTY AND WORKPLACE SUBSTANCE ABUSE PROGRAM

SRMC expects that Subcontractor and lower tier subcontractor employees who will perform work on- site will be physically and mentally fit to meet the requirements of the job descriptions for labor under this Purchase Order/Agreement. SRMC has absolute authority to reject said employees who are not fit for duty or manifest their unfitness after performing work, and Subcontractor and lower tier subcontractors will immediately replace said employees as a condition of this Purchase Order/Agreement.

A. Fitness for Duty:

- (1) (i) The Subcontractor shall advise employees and the employees of his lower tier subcontractors and agents that it is the policy of SRMC to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any offsite facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Subcontractor employee, including Subcontractor, who is found in violation of the policy may be removed or barred from the site.
- (ii) The Subcontractor agrees to advise its employees and the employees of lower tier Subcontracts of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.
- (2) SRMC will collect urine specimens when Subcontractor employees are processed for badging. SRMC will send these specimens to a subcontractor for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site and return the badge to the SRMC Badge Office.
- (3) The Subcontractor agrees to secure the written consent of employees, and to provide consent to release results of urine tests to the designated SRMC representative. SRMC agrees to use such results solely in connection with its decision as to whether to permit a Subcontractor or Subcontractor's employee, lower tier subcontractor employee or agent to access Savannah River Site property.
- (4) SRMC will also conduct for-cause and random drug and alcohol testing on all employees badged by SRMC. The Subcontractor agrees to comply with and secure the compliance of employees and employees of lower tier subcontractors with this testing. In the event of "positive" findings, the Subcontractor agrees to promptly remove such individual employee(s) from the Savannah River Site and return his or her badge to the SRMC Badging Office.
- (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Subcontractor's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by an SRMC Subcontractor Representative.

B. Suitability for Employment:

- (1) Subcontractor or Subcontractor's employees, including employees of lower tier subcontractors, who are to be badged to permit Savannah River Site access, must successfully complete Suitability for Employment process. As part of this process, the Subcontractor agrees to advise its employees and employees of lower tier subcontractors that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process. Subcontractor will also be required these forms.
- (2) Subcontractor and Subcontractor's employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor and Subcontractor's employee subsequently fails to successfully complete the background investigation, the Subcontractor agrees to promptly remove himself or such individual employee(s) from the site and to return the badge to the SRMC Badging Office.

- (3) Subcontractor agrees to advise employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advise has been given.
- (4) Subcontractor also shall advise its employees and lower tier subcontractors whose employees are performing work at SRS that they shall inform Subcontractor of any arrest or indictment by any law enforcement agency as soon as practicable; and Subcontractor shall inform SRMC, within 24 hours in writing (Email is acceptable) of its or its lower tier subcontractor's employee's name and the alleged facts of the arrest or indictment. SRMC shall make a determination of the employee's continued suitability for employment at SRS.

A.15 BADGING REQUIREMENTS

A. Photo Badge:

- (1) Employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor employees and any lower tier subcontractor employees must be processed through SRMC's Subcontractor Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.
- (2) Subcontractor employees and any lower tier subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards. If a long-term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, "Questionnaire for Non-Sensitive Positions", and form OF 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRMC Internet Home Page at <http://www.srsimcc.com/>
- (3) Subcontractor will observe the following badging procedure for processing employees through employment and security orientation:
 - (i) A minimum of two working days prior to the start of the badging and orientation process, Subcontractor shall transmit the following information to the STR (or the End User if an STR is not appointed for this order):
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (ii) Subcontractor employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled "Workplace Substance Abuse Programs.")
 - (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.
 - (iv) The orientation and badging process will take approximately four (4) hours.
- (4) The maximum duration that Subcontractor employees will be issued a site access badge is one (1) year. Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.
- (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.

B. Temporary Badge: (Typically for visitors and short-term personnel.)

- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
- (2) Two working days prior to the need date, Subcontractor shall transmit the following information to the STR/End User:
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
- (3) The Assigned Competent Person (ACP) (Subcontractor or SRMC employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the Subcontractor's accepted Worker Protection Plan or SRMC's Focused Observation Database if a WPP is not required by the terms of this order.
- (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
- (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.

- (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.
- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

C. Identity Verification:

- (1) In order to receive a photo or temporary badge for entry to SRS, Subcontractor or lower tier subcontractor employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" Department of Homeland Security Form I- 9, copy available on the SRMC Internet Home Page at <http://www.srsimcc.com/>. At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.

- (2) Vendor Delivery Personnel:

Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278 and will be escorted at all times to the delivery location and back to the entrance barricade by Site Security Contractor assigned escorts, or by Assigned Competent Persons (SRMC or Subcontractor).

- D. If the Subcontractor or any lower tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

A.16 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

(The following terms are applicable if performance of this Order will require the Subcontractor's employee(s) to perform work on SRS premises for more than ten (10) working days.)

A. General Employee Training (GET):

- (1) The Subcontractor shall inform his employees and the employees of his lower tier subcontractors and agents that it is the policy of Savannah River Mission Completion to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.

- (2) Successful Completion Required:

Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.

- (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
- (ii) Category 2 consists of viewing a video and a written examination and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRMC.
- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security-controlled areas and additional training is required, as determined by SRMC.

- (3) Successful Completion Defined:

Successful completion occurs when the individual

- (i) Is scheduled for GET,
- (ii) Attends the GET session,
- (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
- (iv) Properly completes all documents (rosters, exam answer sheet, etc.).

- (4) Unsuccessful Completion Defined:

If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.

- (5) Scheduling for GET:

The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is

scheduled subject to demand.

(6) Records:

GET records will be maintained by SRMC.

B. Annual Refresher Training:

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The Subcontractor is responsible for scheduling its employees for this training. The STR may be contacted for assistance.

- C. Upon providing proof of successful completion of GET either at another DOE facility, or while employed by a firm other than the Subcontractor under this Order, the employee will not be required to repeat this training.

A.17 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS

(The following items are applicable if performance of the Subcontract will require the Subcontractor/ subcontractor's employee(s) to receive a security badge.)

A. Subcontractor Security Education Coordinator:

1. If this Order will require a force of more than thirty (30) subcontract employees receive a badge, then the Subcontractor shall provide to the SRMC Security Education Office, the name of representative appointed to administer Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).
2. If the Subcontract will require that less than thirty (30) subcontract employees receive a badge, then the SRMC Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.

B. Company Roster:

The SSEC will be responsible for providing the STR with a roster of all Subcontractor personnel receiving a badge. At a minimum the data shall include name, social security number, work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty (60) days.

C. Initial Briefing:

The SSEC will ensure that all Subcontractor's personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing is shown during General Employee Training. This briefing consists of a videotape shown during GET, or at the time of badging for those individuals not required to attend GET.

D. Comprehensive Briefing:

If Subcontractor's personnel have a clearance at the inception of this Order or receive a clearance at any time during the Order, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from SRMC.

E. Annual Refresher Briefing:

The SSEC/STR shall ensure that all subcontract employees receive, at least once in a twelve (12) month period, an Annual Security Refresher briefing from SRMC. This briefing is provided during GET Refresher Training.

F. Foreign Travel Briefing:

If a subcontract employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRMC before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination:

The Subcontractor is responsible for ensuring that badges are returned or accounted for when a subcontract employee terminates employment or when an Order is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the SRMC STR.

H. Termination Briefing:

When a subcontract employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by SRMC is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRMC.

A.18 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this order, the Subcontractor is responsible for complying with the following requirements and for flowing down all requirements to lower tier subcontractors.

- A. The Subcontractor ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE M 471.1-1, Chapter II). Subcontractor may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.

- B. The Subcontractor ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE M 471.1-1, Chapter II. 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 the SRMC Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE M 471.1-1, Chapter II. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Subcontractor disposition of other classified material or data. If the above disposal methods are not available to the Subcontractor, the Subcontractor may return the UCNI matter to the STR for disposition, with the prior approval of the STR.
- D. The Subcontractor shall report to the SRMC Security Office or the SRMC Procurement Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that contain UCNI, the Subcontractor shall have a sufficient number of 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. The Subcontractor's Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the Subcontractor has a formally designated Classification Officer, the Classification Officer-
 - (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her 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 his/her cognizance.
- G. If the Subcontractor has no formally designated Classification Officer, the Subcontractor submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

A.19 LIMITATION OF FUNDS

(This article is applicable only if the Subcontract is partially funded.)

- A. Of the total price of the Subcontract, the sum of \$_____ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Agreement in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Subcontractor agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRMC article of the Subcontract, the total amount payable by SRMC (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRMC article would, in the exercise of reasonable judgment by the Subcontractor, approximate the total amount at the time allotted to the Subcontract. The Subcontractor is not obligated to continue performance of the work beyond that point. SRMC is not obligated in any event to pay or reimburse the Subcontractor more than the amount from time to time allotted to the Agreement, anything to the contrary in the Termination for Convenience of SRMC article notwithstanding.
- C.
 - (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until.
 - (2) If funds allotted are considered by the Subcontractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Subcontractor shall notify SRMC in writing when within the next 60 days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRMC article of the Subcontract, the total amount payable by SRMC (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRMC article will approximate 75 percent of the total amount _____ then allotted to the Subcontract.
 - (3)
 - (i) 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.
 - (ii) The 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 SRMC in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRMC shall, upon the Subcontractor's written request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRMC article.

- D. When additional funds are allotted from time to time for continued performance of the work under the Subcontract, the 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 the Subcontract shall be modified accordingly.
- E. If, solely by reason of SRMC's failure to allot additional funds in amounts sufficient for the timely performance of the Subcontract, the Subcontractor incurs additional costs or is delayed in the performance of the work under the 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 the work to be performed.
- F. SRMC may at any time before termination, and, with the consent of the Subcontractor, after notice of termination, allot additional funds for the Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRMC under the default article of the Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under the Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRMC to terminate the Subcontract pursuant to the Termination for Convenience of SRMC article of the Subcontract.

A.20 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

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

A.21 COPYRIGHTS FOR SRMC DIRECTED TECHNICAL PERFORMANCE

(This Article applies only if specifically, so stated in this Subcontract.)

Subcontractor shall cause its employee(s) to assign to SRMC all rights under the copyright in all works of authorship prepared at the direction of SRMC during the term of this Subcontract. Subcontractor shall include terms in its arrangements with its employee(s) to require such assignments to SRMC. To the extent that such works of authorship are 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 SRMC or the U. S. Government.

A.22 TRAVEL

Travel, per diem and lodging expenses are not reimbursable costs under this Subcontract unless Subcontractor's employees are in an official travel status performing work on behalf and with the advance approval of SRMC. FAR 31.205-46 Travel governs the allowability and reimbursement of incurred costs.

A.23 SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES

- A. Subcontractor is liable to SRMC for fines and penalties assessed by any governmental entity against SRMC or DOE as a result of Subcontractor's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.
- B. Subcontractor shall indemnify, defend and hold harmless SRMC and DOE 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 SRMC or DOE.

A.24 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.)

- A. The Subcontractor shall obtain the approval of SRMC, in writing, prior to any visit to a DOE or SRMC facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. 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 "visit" also includes officially sponsored attendance at a

DOE or SRMC event off-site from the DOE/SRMC facility but does not include off-site events and activities open to the general public. Subcontractors should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRMC Procurement Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRMC Procurement Representative.

- B. In addition, the Subcontractor shall obtain the approval of the SRMC Procurement Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRMC Subcontract, and who have no knowledge that their activities are associated with SRMC Subcontract work, are exempt from the above.

A.25 PAYMENT BY ELECTRONIC FUNDS TRANSFER

A. Methods of Payment:

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

B. Mandatory Submission of Subcontractor's EFT Information:

Subcontractor is required to provide SRMC with the information required to make payment by EFT. Subcontractor shall provide this information directly to the office designated in this Subcontract, on forms provided by SRMC, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Subcontractor's EFT information. If the EFT information changes, Subcontractor shall be responsible for providing the updated information to the designated office.

C. Mechanisms for EFT Payment:

SRMC may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment:

- (1) SRMC is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Subcontractor. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract.
- (2) If the EFT information changes after submission of correct EFT information, SRMC shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Subcontractor may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information:

On the day payment on Subcontractor's invoice is due, SRMC will issue instructions to its bank to transfer payment to Subcontractor and will also send a FAX to Subcontractor explaining the details to support the payment.

F. Liability for Uncompleted or Erroneous Transfers:

- (1) If an uncompleted or erroneous transfer occurs because SRMC used the Subcontractor's EFT information incorrectly, SRMC remains responsible for
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Subcontractor's EFT information was incorrect, or was revised within 30 days of SRMC release of the EFT payment transaction instructions to the bank, and
 - (i) If the funds are no longer under the control of the payment office, SRMC is deemed to have made payment and the Subcontractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, SRMC shall not make payment and the provisions of paragraph D shall apply.

G. **Overpayments:** If Subcontractor becomes aware of a duplicate invoice payment or that SRMC has otherwise overpaid on an invoice payment, the Subcontractor shall immediately notify SRMC and request instructions for disposition of the overpayment.

A.26 INTELLECTUAL PROPERTY RIGHTS

A. In addition to the provisions of Articles 32, 33, 34, and 35 below, SRMC shall solely and exclusively own all results, product, and proceeds of the technical services performed under this Subcontract (including, but not limited to, all

rights of whatever kind and character throughout the world, in perpetuity in any and all languages of production, manufacture, recordation, reproduction, performance, and exhibition in any manner and by any art, device, or method, now known or hereinafter devised), whether such results, product, and proceeds consist of literary, dramatic, musical, motion picture, mechanical or any other form of works, themes, ideas, compositions, creations or products. SRMC's acquisition under this provision shall also include all rights generally known as the "moral rights of the authors" in and/or to any proceeds of Subcontractor's services. SRMC shall also have the right in respect to such product, to add to, subtract from, change, arrange, revise, adapt, rearrange, translate into any and all languages, change the sequence, change the characters and the descriptions thereof, change the title of the same, record and duplicate the same, use said title or any of its components in connection with works wholly or partially independent thereof, to vend, copy, and publish the same as SRMC may desire. Subcontractor hereby assigns to Company all the foregoing without reservation, conditions or limitation and no right of any kind, nature, or description is reserved by Subcontractor.

- B. "Joint Intellectual Property Rights" shall mean any work under the Subcontract that:
- (1) Results from the involvement of at least one employee/participant from each of SRMC and the 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.
- C. As to Joint Intellectual Property Rights, in which SRMC has a joint ownership interest, the Subcontractor agrees to negotiate in good faith with SRMC a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

A.27 SCIENTIFIC AND TECHNICAL INFORMATION

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
- (1) Text will be submitted in native software (that is 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 that are linked to a document must be supplied as well, as follows:
 - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution > 100 dpi.
 - (ii) Vector art (for example, line art) will be submitted as EPS images.
 - (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

A.28 COMPLIANCE

Subcontractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Subcontractor shall track and expect any lower tier subcontractors to track their Experience Modification Rate (EMR) and Total Recordable Case (TRC) rate and submit a properly executed Environmental Safety and Health (ES&H) Worksheet (obtainable from the SRMC ES&H Department) in addition to letters from their workers' compensation carriers verifying their EMRs. If a three-year average interstate EMR exceeds 1.0, Subcontractor and lower tier subcontractors no longer comply to continue the performance of work under this Subcontract if work is to be performed on-site. Compliance shall be a material requirement of this Subcontract. Except as otherwise directed by SRMC, Subcontractor shall procure without additional expense to SRMC, all necessary permits or licenses.

A.29 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(Article applies if Subcontractor will require physical access to DOE-owned or leased facilities.)

- A. The performance of this Subcontract requires that the Subcontractor have physical access to DOE-owned or leased facilities. The Subcontractor understands and agrees that DOE has a prescribed process and policies with which the Subcontractor and its employees must comply in order to receive a security badge that allows such physical access, including appropriate access to DOE-owned equipment. Subcontractor and its employees and those of any lower tier subcontractors shall not use any DOE-owned equipment for personal use under any circumstances. The Subcontractor shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. Subcontractor's employees also shall be physically fit for duty. This clause does not control requirements for Subcontractor or an employee obtaining a security clearance.
- B. The Subcontractor shall assure:
- (1) Compliance with procedures established by DOE and SRMC in providing any forms directed by DOE or SRMC;
 - (2) Proper completion of any forms;
 - (3) Submission of the forms to the person designated by the SRMC Procurement Representative;
 - (4) Cooperation with DOE and SRMC officials responsible for granting access to DOE-owned or leased facilities;
 - (5) The provision of additional information requested by those DOE/SRMC officials.
- C. The Subcontractor understands and agrees that DOE may unilaterally deny the issuance of a security badge to the Subcontractor or an employee and that the denial remains effective unless DOE subsequently determines that access may be granted. Upon notice from DOE or SRMC that an employee's application for a security badge is or will be denied, the

Subcontractor shall promptly identify and submit the appropriate forms for the substitute employee, if needed in the performance of the work under this subcontract. The denial of a security badge to the Subcontractor or individual employees by DOE shall not be cause for extension of the period of performance of this Subcontract or any Subcontractor claim against DOE or SRMC.

- D. The Subcontractor shall return to the SRMC Procurement Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Subcontractor's employee(s) upon:
- (1) Termination of this Subcontract;
 - (2) Expiration of this Subcontract;
 - (3) Termination of employment on this Subcontract by an individual employee; or
 - (4) Demand by DOE/SRMC for return of the badge
- E. The Subcontractor shall include this clause, including this paragraph E. in any lower tier Purchase Order or Subcontract, awarded in the performance of this Subcontract, in which an employee(s) of the lower tier subcontractor will require physical access to DOE-owned or leased facilities.

A.30 FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES

(Article only applies if this is a demonstration or R&D subcontract and if the subcontractor's work scope is performed on or at a DOE/NNSA site/facility, including DOE/NNSA/contractor leased space)

- A. Subcontractor is responsible for complying with the applicable requirements of DOE Order 486.1A CRD Attachment 1 and Attachment 2 and cooperate with Contractor to allow Contractor to comply with the requirement of DOE Order 486.1A CRD.
- B. According to DOE Order 486.1A, Attachment 1:
Contractor Personnel participation in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk, as defined in Attachment 2, is prohibited. Contractor Employee participation in any Other Foreign Government Sponsored or Affiliated Activity is restricted.
The Contractor must utilize due diligence to ensure that (1) Contractor Personnel performing work within the scope of the DOE contract, working at any level, are not participants in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk; and (2) Contractor Employees performing work within the scope of the DOE contract, working at any level, are not participants in any Other Foreign Government Sponsored or Affiliated Activity.
- C. According to DOE Order 486.1A, Attachment 2:
"Contractor Personnel" includes any research and development (R&D) or Demonstration subcontractor employee, joint appointee from another institution, and any other individual performing R&D work, whether compensated or uncompensated, within the scope of the prime DOE contract either on-site at the DOE/NNSA site/facility or in DOE/NNSA/contractor leased space.

A.31 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

- A. "Contract" means this Subcontract or Purchase Order (except in instances when it is not applicable or appropriate) and includes changes and modifications to this Subcontract.
- B. "Contractor" means the party to whom this Subcontract or Purchase Order is awarded (except in instances when it is not applicable or appropriate. At a minimum, the change in meaning to "SRMC" does not apply to clauses addressing (i) property, real, personal, intellectual or mixed (SRMC authorized to exercise all rights the Government possesses under such clauses), (ii) nuclear or other governmental indemnification of the Contractor, or (iii) when a right, act, authorization, or obligation can be granted or performed only by the Government's duly authorized representative).
- C. "Government" means SRMC (except in instances when it is not applicable or appropriate. At a minimum, the change in meaning to "SRMC" does not apply to clauses addressing (i) property, real, personal, intellectual or mixed (SRMC authorized to exercise all rights the Government possesses under such clauses), (ii) nuclear or other governmental indemnification of the Contractor, or (iii) when a right, act, authorization, or obligation can be granted or performed only by the Government's duly authorized representative).
- D. "Contracting Officer" means the Procurement Representative of SRMC.
- E. "Sub-Tier Subcontractor" means any party entering into an agreement with the Subcontractor or any lower tier subcontractor or Subcontractor for the furnishing of services required for performance of this Subcontract.

(This Subcontract incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRMC will make their full text available. Reference Article A.31, "Supplemental Definitions for FAR and DEAR Clauses Incorporated by Reference".)

- ***A.32 NUCLEAR HAZARDS INDEMNITY AGREEMENT (AUG 2016)**
DEAR 952.250-70
- ***A.33 RIGHTS IN DATA – GENERAL (MAY 2014)**
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)
- ***A.34 RIGHTS IN DATA - ALTERNATE V(DEC 2007)**
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)
- ***A.35 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**
FAR 52.227-16
- ***A.36 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (DEC 2000)**
DEAR 952.227-11
- ***A.37 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (FEB 2011)**
DEAR 952.209-72
(This Article applies only if for Advisory & Assistance Services and the amount of the Subcontract Exceeds \$100,000.)
- ***A.38 CONVICT LABOR (JUN 2003)**
FAR 52.222-3
- ***A.39 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (JUN 2003)**
FAR 52.247-63
- ***A.40 PROTECTION OF GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
SUBCONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)**
FAR 52.209-6
- ***A.41 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN
2020)**
FAR 52.203-12
(This Article applies if the amount of the Subcontract exceeds \$100,000)
- ***A.42 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**
DEAR 952.203-70
(This Article applies only with respect to work to be performed on-site)
- ***A.43 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
FAR 52.225-13
- ***A.44 CLASSIFICATION/ DECLASSIFICATION (SEP 1997)**
DEAR 952.204-70
(This Article applies if under the terms of this subcontract Subcontractor will be required to possess an access authorization (L or Q Security Clearance))
- ***A.45 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**
DEAR 970.5227-5
(This Article applies if the amount of the Subcontract exceeds \$100,000)
- ***A.46 AUTHORIZATION AND CONSENT (JUN 2020)**
FAR 52.227-1
(This Article applies if the amount of the Subcontract exceeds \$100,000)
- ***A.47 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
FAR 52.204-9
(This Article applies if Subcontractor requires routine access to a federally controlled facility and/or routine access to a Federally controlled information system)

- * **A.48 COMBATING TRAFFICKING IN PERSONS (JAN 2019)**
FAR 52.222-50
- * **A.49 SECURITY (MAY 2002)**
DEAR 952.204-73
(This Article applies if under the terms of this subcontract Subcontractor will be required to possess an access authorization (L or Q Security Clearance))
- * **A.50 PREFERENCE FOR PRIVATELY- OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)**
FAR 52.247-64
(This Article applies if the amount of the Subcontract exceeds \$100,000)
- * **A.51 AUDIT AND RECORDS - NEGOTIATIONS (JUN 2020)**
FAR 52.215-2
(This Article applies if the amount of the Subcontract exceeds \$100,000)
- * **A.52 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)**
FAR 52.222-41
- * **A.53 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)**
FAR 52.203-13
(This Article applies only if the value of this Subcontract exceeds \$5,000,000)
- * **A.54 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)**
FAR 52.203-14
(This Article applies only if the value of this Subcontract exceeds \$5,000,000)
- * **A. 55. EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**
FAR 52.222-54
(This Article applies only if the value of this Subcontract exceeds \$3000)
- * **A.56 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**
FAR 52.223-5
(This Article applies only if the value of this Subcontract exceeds the Simplified Acquisition Threshold \$250,000)
- * **A.57 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)**
FAR 52.203-17
- * **A.58 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)**
FAR 52.222-62
(This Article applies only if the value of this Subcontract exceeds \$2,500)
- * **A.59 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**
DEAR 952.226.74
(This Article applies only if the value of this Subcontract exceeds \$500,000)
- * **A.60 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)**
FAR 52.204-23
- * **A.61 RIGHTS IN DATA - ALTERNATE III (DEC 2000)**
FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

