

**GENERAL TERMS & CONDITIONS**  
**Commercial Items (CI JAN 2026)**

ARTICLES	PAGE
1. DEFINITIONS <i>[JAN 2026]</i> .....	2
2. ORDER OF PRECEDENCE <i>[JAN 2026]</i> .....	2
3. ACCEPTANCE OF TERMS AND CONDITIONS <i>[JAN 2026]</i> .....	2
4. AGREEMENT FOR BENEFIT OF DOE <i>[JAN 2026]</i> .....	3
5. DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS <i>[JAN 2026]</i> .....	3
6. Y-12 ACCESS & WORKING DAYS <i>[JAN 2026]</i> .....	3
7. COOPERATING WITH DOE OFFICE OF INSPECTOR GENERAL <i>[JAN 2026]</i> .....	4
8. CODE OF BUSINESS ETHICS AND CONDUCT <i>[JAN 2026]</i> .....	4
9. EMPLOYEE CONCERNS <i>[JAN 2026]</i> .....	5
10. INDEMNITY FOR LOBBYING <i>[JAN 2026]</i> .....	6
11. INTERNET PROTOCOL TECHNOLOGY <i>[JAN 2026]</i> .....	6
12. MITIGATING SUPPLY CHAIN RISK FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEMS <i>[JAN 2026]</i> .....	7
13. MITIGATING SUPPLY CHAIN RISK FOR INFORMATION AND COMMUNICATION TECHNOLOGY <i>[JAN 2026]</i> .....	7
14. CONFIDENTIALITY OF INFORMATION <i>[JAN 2026]</i> .....	8
15. COMPLIANCE WITH LAWS <i>[JAN 2026]</i> .....	9
16. DOE SECURITY BADGES AND CLEARANCE REQUIREMENTS <i>[JAN 2026]</i> .....	9
17. BUY AMERICAN ACT — SUPPLIES <i>[JAN 2026]</i> .....	9
18. AUTHORIZATION AND CONSENT <i>[JAN 2026]</i> .....	9
19. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY <i>[JAN 2026]</i> .....	10
20. TAXES — FEDERAL, STATE AND LOCAL TAXES <i>[JAN 2026]</i> .....	10
21. PAYMENT <i>[JAN 2026]</i> .....	11
22. RESOLUTION OF DISPUTES <i>[JAN 2026]</i> .....	11
23. ASSIGNMENT <i>[JAN 2026]</i> .....	13
24. EXCUSABLE DELAYS <i>[JAN 2026]</i> .....	13
25. TRAVEL REIMBURSEMENT <i>[JAN 2026]</i> .....	13
26. AUTHORIZED REPRESENTATIVES AND NOTICE <i>[JAN 2026]</i> .....	13
27. CHANGES <i>[JAN 2026]</i> .....	13
28. WARRANTY <i>[JAN 2026]</i> .....	14
29. SUSPECT/COUNTERFEIT ITEMS <i>[JAN 2026]</i> .....	15
30. DEFECT IDENTIFICATION AND REPORTING <i>[JAN 2026]</i> .....	16
31. INSPECTION/ACCEPTANCE <i>[JAN 2026]</i> .....	17
32. TERMINATION FOR CONVENIENCE <i>[JAN 2026]</i> .....	17
33. TERMINATION FOR DEFAULT <i>[JAN 2026]</i> .....	17
34. EXPORT CONTROL <i>[JAN 2026]</i> .....	18
35. MANUALS AND REPORTS <i>[JAN 2026]</i> .....	18
36. POST-EMPLOYMENT RESTRICTIONS <i>[JAN 2026]</i> .....	18
37. SURVIVAL <i>[JAN 2026]</i> .....	18
38. CLAUSES INCORPORATED BY REFERENCE <i>[JAN 2026]</i> .....	18

## **1. DEFINITIONS /JAN 2026/**

The following terms must have the meanings below:

- (a) "Agreement" means Purchase Order, Subcontract, Price Agreement, Task Order issued under a Basic Ordering Agreement, Indefinite Delivery/Quantity Contracts, or Modification thereof.
- (b) "Article" refers to the numbered sections as set forth in the above Table of Contents in these General Terms & Conditions.
- (c) "CFR" means the Code of Federal Regulations.
- (d) "Clause" or "Paragraph" refers to a provision within an Article of this Agreement.
- (e) "Commercial Item/Service" or "Commercial Component" or "Commercial Product" mean the same as the definitions for these terms set forth at FAR 2.101.
- (f) "Company" means Consolidated Nuclear Security, LLC, acting under Contract No. DE-NA0001942.
- (g) "Contracting Officer" means the same as the definition at FAR 2.101 and includes Procurement Representative to the extent necessary to enable a Procurement Representative to administer this Agreement and to perform their obligations under Company's Contract No. DE-NA0001942.
- (h) "DEAR" means the DOE Acquisition Regulation, including all amendments and changes thereto in effect on the effective date of this Agreement.
- (i) "DOE" means the U.S. Department of Energy or any duly authorized representative thereof, including the Contracting Officer.
- (j) "Educational Institution" means an entity of the type subject to 2 CFR 220.
- (k) "FAR" means the Federal Acquisition Regulation, including all amendments and changes thereto in effect on the effective date of this Agreement.
- (l) "Government" means the United States of America and includes the DOE and the NNSA.
- (m) "NNSA" means the National Nuclear Security Administration or any duly authorized representative thereof.
- (n) "On-site" refers to a DOE-owned or -leased area or Company-owned or -leased area.
- (o) "Procurement Representative" means Subcontract Administrator, Buyer, Procurement Specialist, or Contract Specialist acting within the limits of a written authority to enter into, administer, or terminate Agreements and make related determinations and findings on behalf of Company.
- (p) "Ref." means the Article is based with variations on the cited regulation.
- (q) "Seller" means Contractor, Offeror, Subcontractor, Supplier, or Vendor, which can be either a person or organization that has entered into this Agreement with Company.
- (r) "Subcontract Technical Representative" means the duly authorized Company representative who provides technical direction for performance of the work under this Agreement.
- (s) "UCN" means the Universal Control Number for the Company form.
- (t) "U.S.C." means the United States Code.
- (u) "Y-12" means the Y-12 National Security Complex in Oak Ridge, Tennessee, that is managed and operated by Company.

## **2. ORDER OF PRECEDENCE /JAN 2026/**

Any inconsistencies must be resolved in accordance with the following descending order of precedence in Agreement documents:

- (a) The Schedule (excluding Sections C and G);
- (b) Schedule Section G:
  - (1) Negotiated Alterations or Special Provisions;
  - (2) General Terms and Conditions;
  - (3) Clauses Incorporated by Reference;
  - (4) Supplemental Conditions;
- (c) Specifications or Statement of Work, or other description of services or supplies (Section C); and
- (d) Drawings.

## **3. ACCEPTANCE OF TERMS AND CONDITIONS /JAN 2026/**

- (a) Seller, by signing this Agreement, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment.
- (b) This Agreement sets forth the *entire* Agreement between Company and Seller concerning the subject matter of this Agreement. To avoid any doubt, this Agreement supersedes all prior and contemporaneous negotiations, understandings, and Agreements, whether oral or written, relating to the subject matter hereof, and it supersedes and takes precedence

over any conflicting or supplemental terms and conditions included in any Seller proposal, quote, acknowledgment, or invoice, all of which are hereby objected to and expressly rejected.

- (c) Failure of Company to enforce any of the provisions of this Agreement may not be construed as (1) evidence to interpret the requirements of this Agreement; (2) a waiver of any requirement; or (3) a waiver of the right of Company to enforce each and every provision. In accordance with Tennessee Code, Section 47-50-112(c), no waiver of any provision or part thereof of this Agreement will be valid unless such waiver is in a writing signed by the Procurement Representative. Any waiver will be strictly construed and will apply on a one-time basis unless expressly stated to apply otherwise.

#### **4. AGREEMENT FOR BENEFIT OF DOE *[JAN 2026]***

- (a) Funding. Company will make all payments under this Agreement from Government funds advanced and agreed to be advanced by DOE, and not from its own funds. In almost all circumstances, funds recovered by Company from Seller are Government funds.
- (b) Administration. Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s), and to the extent of such transfer and upon notice thereof to Seller, Company will have no further responsibilities hereunder.
- (c) Company Right to Recovery. If Company seeks recovery from Seller, Seller agrees it will not plead, assert or raise in any manner a defense that Company has no right to recover (1) because Company itself, rather than DOE/NSA, has suffered no damages on account of the cost-reimbursable nature of Company's Prime Contract with DOE; or (2) because DOE has accepted the project or task performed under this Agreement.

#### **5. DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS *[JAN 2026]***

- (a) DPAS-Rated Order. If this Agreement is a rated order certified for national defense use, then Seller must follow all the provisions of the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700, *et seq.*). In the event that any provision of the DPAS regulations conflicts with any provision of this Article, the DPAS regulations will control.
- (b) Placing DPAS Ratings on Subcontracts.
  - (1) Subcontracts that May be Assigned DPAS Ratings. When placing subcontracts that directly support a DPAS-rated portion of this Agreement, the Seller may, if necessary, place DPAS-rated subcontract orders for:
    - (i) Items (as defined in 15 CFR § 700.8) which will be physically incorporated into other items to fill a rated portion of this Agreement, including that portion of such items normally consumed, or converted into scrap or by-products, in the course of processing;
    - (ii) Containers or other packaging materials required to make delivery of the finished items required under a rated portion of this Agreement;
    - (iii) Services, other than contracts of employment, needed to fill a rated portion of this Agreement; or
    - (iv) Maintenance and repair or operating supplies (as defined in 15 CFR § 700.8) needed to produce the finished items to fill rated orders.
  - (2) Subcontracts that Must Not be Assigned DPAS Ratings. Notwithstanding (b)(1) above, subcontracts will not be assigned DPAS ratings to obtain:
    - (i) Any items that (1) are commonly available in commercial markets for general consumption; (2) do not require major modification when purchased for approved program use; and (3) are readily available in sufficient quantity so as to cause no delay in meeting approved program requirements;
    - (ii) Any items to be used primarily for administrative purposes, such as for personnel or financial management;
    - (iii) Delivery of items or services on a date earlier than needed;
    - (iv) A greater quantity of the item than needed, except to obtain a minimum procurable quantity;
    - (v) Any items related to the development of chemical or biological warfare capabilities or the production of chemical or biological weapons, unless such development or production has been authorized by the President or the Secretary of Defense;
    - (vi) Copper raw materials, crushed stone, gravel, sand, scrap, slag, central steam heat or waste paper; or
    - (vii) Any items subject to the authorities granted exclusively to other agencies by Executive Order 13603 (*e.g.*, health resources, civil transportation, etc.).
- (c) Flowdown. Seller will ensure that any rated lower-tier subcontracts are appropriately rated and contain terms substantially the same as this Article.

#### **6. Y-12 ACCESS & WORKING DAYS *[JAN 2026]***

- (a) Applicability. This Article applies if Seller is to perform work on-site.
- (b) General Y-12 Access Requirements. Seller must comply with the Company form titled, "UCN-26303, Y-12 Access to Site." Any Seller-furnished equipment used in the performance of the on-site work must have its wireless (Bluetooth, Wi-

Fi, GPS, Near Field Communication (NFC), Cellular, etc.) or networking capabilities disabled. Seller must notify the Procurement Representative as soon as possible if Seller is unable to disable the wireless or networking capabilities of any Seller-furnished equipment.

(c) Company Working Days.

- (1) The Company's normal work schedule at Y-12 is Monday through Thursday. Seller's employees must adopt the work schedule and work shifts acceptable to the STR. A work day is considered nine or ten hours; however, alternate work days and shifts may be required. Permission for Seller employees to work outside of normal hours requires written approval in advance from the STR. Access limitations and restrictions to the site and work area that a Seller experiences due to working outside the Company's normal working hours for Seller's own convenience will not be grounds for increased cost or adjustment to the schedule. Working hours while on official travel authorized by the Company are not subject to the limitations set forth in this Article.
- (2) The Company will not reimburse Seller for on-site closures when security events or inclement weather conditions arise.
- (3) Seller agrees to recognize Company holidays. The list of observed Company holidays is located at: <https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions/enterprise-holiday-schedule>. The list of observed holidays for Y-12 construction craft is located in Article XII titled, "Holidays" of the Construction Labor Agreement. The Construction Labor Agreement is posted at: <https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions/special-articles-and-forms>. Seller must request approval, in writing, at least 72 hours in advance for access to Y-12 or any Company-leased area on any observed holiday.

## 7. COOPERATING WITH DOE OFFICE OF INSPECTOR GENERAL *[JAN 2026]*

- (a) Seller must cooperate fully and promptly with requests from the DOE Office of Inspector General (OIG) for information and data relating to DOE programs and operations. Seller must ensure that its employees: (1) comply with requests by the OIG for interviews and briefings and provide affidavits or sworn statements, if requested by an employee of the OIG so designated to take affidavits or sworn statements; and (2) not impede or hinder another employee's cooperation with the OIG.
- (b) Seller must ensure that reprisals are not taken against employees who cooperate with or disclose information to the OIG.

## 8. CODE OF BUSINESS ETHICS AND CONDUCT *[JAN 2026]*

- (a) Applicability. This Article applies to this Agreement unless this Agreement has a value greater than \$7,500,000.00 and a performance period of more than 120 days, in which case the Agreement is subject to the requirements of FAR 52.203-13, *Contractor Code of Business Ethics and Conduct* (Nov 2021), as stated in the Article titled, "Clauses Incorporated by Reference."
- (b) General. Seller and its employees acknowledge and understand that this Article is intended as a guide for ethical conduct while Seller is performing work under this Agreement, and that this Article in no way describes expectations for employment between any individual employee of Seller and either the Company or the Seller itself. Accordingly, Seller employees performing work in furtherance of this Agreement will not:
  - (1) Accept from or provide gifts, meals, or other business courtesies to the Government, or Company and its subcontractors;
  - (2) Direct or manage Company employees;
  - (3) Suggest or cause others to believe that they are employees of Company;
  - (4) Act on behalf of, represent, or act as an agent of the Company in any forum, Seller Agreement or in any other context without prior written approval from the Company Senior Supply Chain Manager or designee; or
  - (5) Market Seller's services for future Company work while onsite.
- (c) Use of Company Computers. Seller employees may, after obtaining authorization from the Company, use the Company's computers, communication equipment, systems, and materials for the Company's business purposes only. However, occasional, limited use of those resources for personal communications to handle emergency or unexpected situations (e.g., child care) is permitted. Seller employees will have no reasonable expectation of privacy in any communications they make using Company resources.
- (d) Investigation of Misconduct. Seller must immediately investigate any alleged Seller misconduct when requested by the Company.
- (e) Disclosures to Company Procurement Representative.
  - (1) If Seller employees performing work under this Agreement have (i) any outside employment or engagement with; or (ii) ownership or substantial financial interests in, any known subcontractors to the Company, then Seller will

promptly disclose such relationships to the Procurement Representative in writing upon discovery, and then annually thereafter.

- (2) Seller will exercise due diligence to prevent and detect criminal conduct related to performance of work under this Agreement and promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law. Seller will promptly disclose in writing to the Procurement Representative whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor, has committed either: (i) a violation of federal or state criminal law other than traffic violations resulting in a fine less than \$300.00; (ii) a violation of the civil False Claims Act, 31 U.S.C. Section 3729-3733; (iii) a violation of Seller's own internal policies and procedures related to ethical and lawful conduct; or (iv) a violation of the Company's policies and procedures.
- (f) Company Right to Terminate. The Company may terminate this Agreement at will if it determines, at its sole discretion, that Supplier has engaged in any course of conduct which has, or may reasonably be expected to have, the effect of damaging the name or business reputation of the Company or adversely affects, or may reasonably be expected to adversely affect, the Company's best interests, economic or otherwise.

## 9. EMPLOYEE CONCERNS *[JAN 2026]*

- (a) Definitions. For the purposes of this Article, the following terms have the meaning set forth below:
  - (1) "Concerned Individual" means a current Seller Employee who expresses an Employee Concern through the Employee Concerns Program.
  - (2) "Discrimination" means adverse treatment of a Concerned Individual because the individual raised an Employee Concern.
  - (3) "Employee Concern" means a good-faith expression by a Concerned Individual that: (1) an activity, policy, or practice of DOE, or one of its contractors or subcontractors — including but not limited to, that which is related to the environment, safety, health, security, quality, and management of DOE facilities or operations — should be improved, modified, or terminated; or (2) he or she has been subjected to HIRD (as defined below) by DOE, Company or one or more of Company's subcontractors, for raising an Employee Concern.
  - (4) "Harassment" means a behavior or an action taken by one or more supervisors or co-workers against or toward a Concerned Individual to belittle, humiliate, or impede that Concerned Individual in his or her work environment or job performance because the Concerned Individual raised an Employee Concern. Harassment may include, but is not limited to, threatening, restraining, coercing, blacklisting, mocking, humiliating, or isolating a Concerned Individual.
  - (5) "Harassment, Intimidation, Retaliation/Reprisal, or Discrimination" (HIRD) means a type of Employee Concern that includes allegations of Harassment, Intimidation, Retaliation/Reprisal, or Discrimination for raising an Employee Concern.
  - (6) "Intimidation" means a behavior or an action taken by a supervisor or co-worker against or toward any employee to cause the employee to be fearful of filing an Employee Concern; cease from pursuing an Employee Concern; or otherwise, be afraid for their safety or job security as a result of filing an Employee Concern.
  - (7) "Retaliation/Reprisal" means an adverse action taken against or toward a Concerned Individual with respect to employment (e.g., discharge, demotion, or other negative action with respect to the Concerned Individual's compensation, terms, conditions or privileges of employment) because the employee raised an Employee Concern.
  - (8) "Seller Employee" means any person currently employed by Seller or by Seller's subcontractors engaged in work for or supporting a Company project.
- (b) Seller must establish and maintain an Employee Concerns Program suitable for its organization to accept, process, and resolve Employee Concerns in a timely manner.
- (c) Seller must provide means to inform its employees and its subcontractor employees regarding their rights and responsibilities to raise any Employee Concern related, but not limited to, the environment, safety, health, security, quality, and management of DOE facilities and operations, as well as HIRD, to Seller's Employee Concerns Program, Company's Employee Concerns Program, or the DOE Employee Concerns Program.
  - (1) While Seller Employees are encouraged first to seek resolution with first-line supervisors or organizational managers, or through Seller's or Seller's subcontractors' own existing complaint or dispute-resolution systems, Seller Employees have the right to report Employee Concerns through the Company ECP through the following avenues:

Y-12:

Call: (865) 241-5855, (865) 574-7755, (865) 574-3506;

Helpline: (865) 576-1900;

Online: <https://home1.y12.doe.gov/eec>;

Form: UCN-21222, *Employee Concerns Submittal*; or  
*Q&A*: <https://home1.y12.doe.gov/answers/>.

Seller Employees may also call the NNSA Site Office at Y-12 at 1-865-241-6497, DOE Employee Concerns Hotline at 1-800-676-3267, or the DOE Inspector General Hotline at 1-800-541-1625.

- (2) Although Employee Concerns may be reported anonymously, the investigation into the Employee Concern may be limited if insufficient information is provided when submitting the Employee Concern. Those who submit Employee Concerns anonymously will not receive a direct response.
- (d) Seller must cooperate with and assist Company in (1) assessments of Seller's Employee Concerns Program; and (2) the processing of Seller Employee Concerns that are submitted to Company or the DOE Employee Concerns Program. This includes, but is not limited to, responding to the allegations in the Employee Concern, and making pertinent information, including relevant documentation, available to Company as necessary to address the submitted concern.
- (e) Seller's resolution of Employee Concerns must be in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of the DOE-related activities under Seller's or Company's jurisdiction. Assessments of Seller's Employee Concerns Program may be used to verify it acted to minimize, correct, or prevent recurrence of the situation that precipitated a concern.
- (f) Seller must implement corrective actions as directed by the Company Procurement Representative.
- (g) Seller must notify Company when it becomes aware that a Seller employee has filed a formal complaint of Retaliation/Reprisal, including a complaint submitted pursuant to 10 CFR 708, DOE Contractor Employee Protection Program; 41 USC § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information; or a complaint filed with the U.S. Department of Labor under 29 CFR 24, Procedures for Handling Retaliation Complaints.
- (h) At least every six (6) months, or more frequently if requested by the Company Procurement Representative, Seller must provide to Company Procurement Representative a summary of Employee Concerns activity data with respect to Seller's Employee Concerns Program.
- (i) As a means of establishing an effective program, Seller's Employee Concerns Program should utilize Employee Concerns Program best practices, which may include, but are not limited to:
  - (1) Ensuring that there is an Employee Concerns Program Manager who reports to a designated executive in Seller's management chain;
  - (2) Establishing a case-file system of documentation and records for Employee Concerns;
  - (3) Establishing a process that provides anonymity and confidentiality for Seller Employees who raise Employee Concerns unless Seller is legally compelled to disclose such information;
  - (4) Providing avenues for informal resolution of concerns;
  - (5) Allowing for the use of alternate dispute resolution;
  - (6) Referring Employee Concerns to other appropriate organizations to investigate an Employee Concern; and
  - (7) Documenting acceptance of dismissal of a concern, including "closure" of a concern after an investigation into its merits.
- (j) Flowdown. Requirements of this Article, including this clause (j), must be flowed down to all lower-tier subcontracts.

## **10. INDEMNITY FOR LOBBYING *[JAN 2026]***

Seller must not perform local, state or federal lobbying activities, as those terms are defined by Federal and Tennessee laws, to fulfill its obligations under this Agreement. Any such lobbying activity by Seller constitutes a material breach of the Agreement and a basis for termination of the Agreement for default. Seller agrees to indemnify and hold harmless Company from any liabilities, losses, costs, or fees of any nature that may arise as a result of Company defending, settling, or paying assessments of damages or penalties by the U.S. Government or State of Tennessee as a result of Seller lobbying activities. Seller further agrees to promptly reimburse Company the full amount of any payment made related to Seller lobbying activities.

## **11. INTERNET PROTOCOL TECHNOLOGY *[JAN 2026]***

- (a) If this Agreement involves the acquisition of Information Technology (IT), as defined in FAR 2.101, that uses Internet Protocol (IP) technology, Seller agrees:
  - (1) That all deliverables that involve IT that use IP (products, services, software, etc.) are fully functional in an IPv6-only environment and comply with current IPv6 standards and technical capabilities as defined in the USGv6 Profile available on <https://www.nist.gov>; and
  - (2) To provide IPv6 technical support for fielded product management, development, and implementation.
- (b) If Seller plans to offer a deliverable that involves IT that is not initially compliant, then Seller agrees to:

- (1) Obtain the Procurement Representative's approval before starting work on the deliverable; and
- (2) Have IPv6 technical support for fielded product management, development, and implementation available.
- (c) Should Seller find that the Statement of Work or Specifications of this Agreement do not conform to IPv6 standards, Seller must notify the Procurement Representative of such nonconformance and act in accordance with the instructions of the Procurement Representative.

## **12. MITIGATING SUPPLY CHAIN RISK FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEMS *[JAN 2026]***

- (a) Definitions. As used in this Article.
  - (1) "Covered system" means—
    - (i) National security systems (as defined at 44 U.S.C. § 3552) and components of such systems;
    - (ii) Nuclear weapons and components of nuclear weapons;
    - (iii) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;
    - (iv) Items associated with the surveillance of the nuclear weapon stockpile; or
    - (v) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.
  - (2) "Covered item of supply" means an item—
    - (i) that is purchased for inclusion in a covered system; and
    - (ii) the loss of integrity of which could result in a supply chain risk for a covered system.
  - (3) "Supply Chain Risk" means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.
- (b) Seller must take all prudent actions, and comply with all Company directions (as identified in (c) of this Article), to mitigate supply chain risk when providing covered systems or covered items of supply to Company, and services affecting covered systems or covered items of supply.
- (c) In order to manage supply chain risk, Company may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold consent for Seller to subcontract with a particular source or direct Seller to exclude a particular source from consideration for a subcontract under this Agreement. When Company exercises this authority, it will only provide Seller with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by Company pursuant to 50 U.S.C. § 2786 will be subject to review in any court.
- (d) Subcontracts. Seller must insert the substance of this Article, including this clause (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

## **13. MITIGATING SUPPLY CHAIN RISK FOR INFORMATION AND COMMUNICATION TECHNOLOGY *[JAN 2026]***

- (a) Definitions.
  - (1) As used in this Article "Covered Article" includes –
    - (A) "Information Technology" which means –
      - (i) any equipment, or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use –
        - a. of that equipment; or
        - b. of that equipment to a significant extent in the performance of a service or the furnishing of a product;
      - (ii) computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however,
      - (iii) does not include any equipment acquired by a federal contractor incidental to a federal contract.

- (B) "Telecommunications Equipment," which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).
- (C) "Telecommunications Service," which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (D) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or
- (E) Hardware, systems, devices, software, or services that include embedded or incidental Information technology.

(2) Supply Chain Risk - The term "Supply Chain Risk" means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered Articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered Articles or information stored or transmitted on the covered Articles.

- (b) Seller must take all prudent actions, and comply with all Company directions (as identified in (c) below), to mitigate Supply Chain Risk when providing Covered Articles or services affecting Covered Articles to Company.
- (c) In order to manage Supply Chain Risk, Company may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for Seller to subcontract with a particular source or direct Seller to exclude a particular source from consideration for a subcontract under this Agreement.
- (d) Subcontracts. Seller must insert the substance of this Article, including this clause (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.
  - (a) Seller must not publicly disclose information concerning any aspect of the materials or services relating to this Agreement without the prior written approval of the Procurement Representative unless specifically required by law.
  - (b) The interest of Company or the Government in this Agreement may not be used in advertising or publicity without advance written approval of the Procurement Representative.
  - (c) Flowdown. Requirements of this Article, including this clause (c), must be flowed down to all lower-tier subcontracts.

#### **14. CONFIDENTIALITY OF INFORMATION /JAN 2026**

- (a) To the extent that work under this Agreement requires that Seller be given access to confidential or proprietary business, technical, or financial information belonging to the Government, Company, or other parties (Protected Information), Seller must after receipt thereof, treat such Protected Information as confidential and agrees not to appropriate such Protected Information to its own use or to disclose such Protected Information to third parties during or after the term of this Agreement unless specifically authorized by Company in writing. The foregoing obligations, however, will not apply to (1) information which, at the time of receipt by Seller is in public domain; (2) information which is published after receipt thereof by Seller or otherwise becomes part of the public domain through no fault of Seller; (3) information which Seller can demonstrate was in its possession at time of receipt thereof and was not acquired directly or indirectly from Government or Company; (4) information which Seller can demonstrate was received by it from a third party who did not require Seller to hold it in confidence.
- (b) Seller must obtain written Agreement, in a form satisfactory to Company, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such Protected Information or data to any person or entity except those persons within Seller's organization directly concerned with performance of this Agreement.
- (c) Seller agrees, if requested by Company or DOE, to sign an Agreement identical, in all material respects, to the provisions of this Article, with each company supplying Protected Information to Seller under this Agreement, and to supply a copy of such Agreement to Company.
- (d) Seller agrees that upon request by Company or DOE, it will execute a DOE-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 Protected Information obtained from the facilities. Upon request by Company or DOE, such an Agreement must also be signed by Seller's personnel.
- (e) This Article governs the use and disclosure obligations related to Protected Information disclosed after the effective date of this Agreement. To the extent that prior to the effective date of this Agreement, Seller and Company entered into a Non-Disclosure Agreement (NDA), or similar document, this Article will supersede and replace such NDA for purposes of governing Protected Information used or disclosed pursuant to this Agreement.
- (f) Nothing in this Article is intended to prevent Seller from disclosing proprietary or confidential information to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(g) Flowdown. Requirements of this Article, including this clause (g), must be flowed down to all lower-tier subcontracts.

## **15. COMPLIANCE WITH LAWS *[JAN 2026]***

- (a) In performing work under this Agreement, Seller must comply with the requirements of applicable federal, state, and local laws and regulations, unless relief has been granted in writing by the appropriate regulatory agency.
- (b) Except as otherwise directed by Company, Seller must procure all necessary permits or licenses required for the performance of work under this Agreement.
- (c) Regardless of the performer of the work, Seller is responsible for compliance with the requirements of this Article. Seller is responsible for flowing down the requirements of this Article to subcontracts at any tier to the extent necessary to ensure Seller's compliance with the requirements.

## **16. DOE SECURITY BADGES AND CLEARANCE REQUIREMENTS *[JAN 2026]***

- (a) Security badges issued by Company to Seller employees and Seller's lower-tier subcontractor employees are Government property. Seller must ensure that badges issued to its employees and employees of its subcontractors at all tiers are returned to Company. Employees must return badges upon expiration of this Agreement, termination of employment, or when access to Y-12 is no longer needed. Employees holding an L or Q clearance must attend a security termination debriefing conducted by Company when returning badges. When possible, Seller must notify the Subcontract Technical Representative (STR) three business days before an employee holding an L or Q clearance will be returning a badge so that debriefings may be scheduled. However, in all cases, the Personnel Security Clearance Office should be notified by Seller within one working day of a termination of employment or need for access to the Complex if the employee holds an L or Q clearance in order to provide notification to DOE/NNSA within two business days. DOE/NNSA directives require the termination of an employee security clearance within two business days of termination of employment or need for access to Y-12.
- (b) Seller must immediately notify the STR in writing when a badge of its employee or the employee of a lower-tier subcontractor is lost or stolen. These employees must report in person to the Badging Office (or contact Operations Center after hours/weekends) to complete an affidavit concerning the loss or theft and to obtain replacement badges.
- (c) Seller must immediately notify the STR in writing whenever any employee of Seller or a lower-tier subcontractor who has been badged or holds a security clearance under this Agreement terminates employment or no longer needs access to Y-12.
- (d) STR must complete the Company form titled, "UCN-04452S, Y-12 Subcontractor Personnel Exit Checklist," for all Seller employees and its lower-tier subcontractors' employees before exiting the site for the final time. The employee must take the completed Checklist and badge to the Badging Office. If the Badging Office is closed (hours of operation are Monday-Thursday 6:00 a.m. to 4:30 p.m.) the employee may leave the Checklist and badge with the STR. (In such cases alternate debriefing arrangements will be made for employees holding an L or Q clearance.) The Checklist, signed by the STR or an authorized representative of Personnel Security, is acceptable proof to Company that a badge has been returned.
- (e) Seller's payment may be withheld until all requirements of this Article have been met. Failure by employees of Seller and its lower-tier subcontractors to promptly return badges will result in a charge of \$1,000.00 per badge, to be withheld from payment or billed to Seller. In addition, failure to return a badge may result in the denial of future access to the Sites for the individual. This \$1,000.00 charge will not be assessed against badges that are lost or stolen during performance if replacement badges are issued to allow Seller or lower-tier subcontractor employees to return to work.
- (f) By or before the last Thursday of each month, Seller must submit the Company form titled, "UCN-21709, Subcontract Badge/Clearance Status Report" to the designated Company STR responsible for overseeing the Agreements associated with Seller. UCN-21709 must include badge and clearance information for all cleared subcontractors (badged and unbadged) as well as any uncleared subcontractors (badged only). The STR must submit their monthly compiled data to Y-12 Personnel Security at clearancesy12@y12nsc.doe.gov.

## **17. BUY AMERICAN ACT — SUPPLIES *[JAN 2026]***

This Agreement is subject to the Buy American Act — Supplies clause as stated in the Article titled "Clauses Incorporated by Reference." Seller is solely responsible for compliance with such clause and agrees to indemnify and hold harmless Company from any and all direct, indirect, or consequential expenses or other damages relating to or arising out of the failure of Seller or its lower-tier suppliers to comply with said clause.

## **18. AUTHORIZATION AND CONSENT *[JAN 2026]***

- (a) The Government authorizes and consents to all use and manufacture, in performing this Agreement or any subcontract at any tier, of any invention described in and covered by a United States patent: (1) embodied in the structure or composition

of any article the delivery of which is accepted by Company under this Agreement; or (2) used in machinery, tools, or methods whose use necessarily results from compliance by Seller or a subcontractor with: (i) specifications or written provisions forming a part of this Agreement; or (ii) specific written instructions given by Company directing the manner of performance. The entire liability to the Government or Company for infringement of a patent of the United States will be determined solely by the provisions of the indemnity Article, if any, included in this Agreement or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

- (b) Seller must include the substance of this Article, including this clause (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this Article from any subcontract, including those at or below the simplified acquisition threshold, does not affect this Article and consent.

## **19. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY /JAN 2026/**

Seller must indemnify, defend and hold harmless Company and the 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 this Agreement, provided Seller is reasonably notified of such claims and proceedings.

## **20. TAXES — FEDERAL, STATE AND LOCAL TAXES /JAN 2026/**

- (a) Definitions. As used throughout this Article, the following terms will have the meaning set forth below:
  - (1) The term "direct tax" means any tax or duty directly applicable to the completed supplies or services covered by this Agreement, or any other tax or duty from which Seller or this transaction is exempt. The term includes any tax or duty directly applicable to the importation, production, processing, manufacture, construction, sale, or use of such supplies or services; it also includes any tax levied on, with respect to, or measured by sales, receipt from sales, or use of the supplies or services covered by this Agreement. The term does not include transportation taxes, unemployment compensation taxes, social security taxes, income taxes, excess-profits taxes, capital stock taxes, property taxes, and such other taxes as are not within the definition of the term "direct tax" as set forth herein.
  - (2) The term "Agreement date" means the effective date of this Agreement if it is a negotiated Agreement, or the date set for the opening of bids if it is an Agreement entered into as a result of sealed bidding.
- (b) Federal Taxes. Except as may be otherwise provided in this Agreement, the Agreement price includes all applicable Federal taxes in effect on the Agreement date.
- (c) State or Local Taxes. Except as may be otherwise provided in this Agreement, the Agreement price does not include any state or local direct tax in effect on the Agreement date. For subcontractors providing and installing tangible personal property, which becomes part of real property, the Agreement price should include all state and local direct taxes on such installed tangible personal property.
- (d) Evidence of Exemption. Company agrees, upon request of Seller, to furnish a tax exemption certificate or other similar evidence of exemption with respect to any direct tax not included in the Agreement price pursuant to this Article; and the Seller agrees, in the event of the refusal of the applicable taxing authority to accept such evidence of exemption: (1) promptly to notify the Company of such refusal; (2) to cause the tax in question to be paid in such manner as to preserve all rights to refund thereof; and (3) if so directed by Company to take all necessary action, in cooperation with and for the benefit of Government, to secure a refund of such tax (in which event Company agrees to reimburse the Seller for any and all reasonable expenses incurred at its direction).
- (e) Price Adjustment. If, after the Agreement date, the Federal Government or any state or local Government either: (1) imposes or increases (or removes an exemption with respect to) any direct tax, or any tax directly applicable to the materials or components used in the manufacture of furnishing of the completed supplies or services covered by this Agreement; or (2) refuses to accept the evidence of exemption, furnished under clause (d) hereof, with respect to any direct tax excluded from the Agreement price, and if under either (1) or (2) Seller is obliged to and does pay or bear the burden of any such tax (and does not secure a refund thereof), the Agreement price must be correspondingly increased. If, after the Agreement date, Seller is relieved in whole or in part from the payment or the burden of any direct tax included in the Agreement price, or any tax directly applicable to the materials or components used in the manufacture or furnishing of the completed supplies or services covered by this Agreement, the Seller agrees promptly to notify Company of such relief, and the Agreement price must be correspondingly decreased or the amount of such relief paid over to Company for the benefit of the Government. Invoices or vouchers covering any increase or decrease in the Agreement price pursuant to the provisions of this clause must state the amount thereof, as a separate added or deducted item, and must identify the particular tax imposed, increased, eliminated, or decreased.
- (f) Refund or Drawback. If any tax or duty has been included in the Agreement price or the price as adjusted under clause (e)

of this Article, and if Seller is entitled to a refund or drawback by reason of the export or re-export of supplies covered by this Agreement, or of materials or components used in the manufacture or furnishing of the completed supplies or services covered by this Agreement, Seller agrees that it will promptly notify Company thereof and that the amount of any such refund or drawback obtained will be paid over to Company for the benefit of the Government or credited against amounts due from the Company under this Agreement: Provided, however, that the Seller may not be required to apply for such refund or drawback unless so requested by Company.

## **21. PAYMENT *[JAN 2026]***

- (a) Unless otherwise provided, terms of payment will be net 30 calendar days from the latter of: (1) receipt of Seller's proper invoice, if required (unless such invoice is not approved); or (2) delivery of items/completion of work if invoice is not required. Any offered discount will be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check or electronic funds transfer, at the option of Company. Payment must be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.
- (b) (1) Payments for commercial services (time and materials) or labor hours. Payments will be made for commercial services accepted by Company. Invoices submitted by Seller must include the hourly rate and the number of direct labor hours performed, if requested by the Procurement Representative, invoices must be substantiated by timecard records. Fractional parts of an hour will be payable on a prorated basis. If Seller furnishes materials, the price to be paid for such materials must be Sellers established catalog price or Sellers actual cost, where no catalog price is available. Seller must obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials. Company will not be obligated to pay Seller any amount in excess of the ceiling price of the Agreement.
  - (2) Access to Records. FAR 52.212-4 ALT I (May 2014), subclause (i)(4) is incorporated by reference in time and materials and labor hour subcontracts, wherein "Contracting Officer" means "Procurement Representative" and "Contractor" means "Seller."
- (c) Final Invoice. If an invoice is required under the terms of this Agreement, a final invoice must be submitted for payment no more than 90 calendar days following the expiration or termination of the Agreement, unless a later or alternate date is agreed to in writing by the Procurement Representative. Said invoices must be clearly marked "Final Invoice", thus indicating that all payment obligations of Company under this Agreement have ceased and that no further payments are due or outstanding. If Seller fails to submit a final invoice within the time allowed, the Procurement Representative will determine the final amount owed to Seller, if any, or the final amount owed by Seller to Company. Such determination will be final and conclusive between the parties without the right of judicial review unless Seller submits a Claim requesting a Senior Director, Supply Chain Management's Final Decision under the Article titled "Resolution of Disputes" within 60 calendar days after receipt of the Procurement Representative's determination.
- (d) 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, must not be deemed or construed as acceptance.

## **22. RESOLUTION OF DISPUTES *[JAN 2026]***

- (a) Seller and Company agree to make good-faith efforts to settle any dispute or Claim that arises under this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties must consider the use of Alternative Dispute Resolution (ADR). Whether mediation or binding arbitration is voluntarily agreed to or court ordered, the site of the proceedings will be Oak Ridge, Tennessee; the parties will share the cost of obtaining the mediator or arbiter, and each party must bear its discretionary costs.
- (b) "Claim," as used in this Article, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Agreement terms, or other relief arising from or relating to this Agreement, or its breach. However, a written demand or written assertion by Seller seeking the payment of money is not a Claim until certified, if certification is required by clause (d) below. A request for payment (e.g., a voucher, invoice, or other routine request for payment, a termination settlement proposal, or a request for an adjustment or equitable adjustment) that is not in dispute when submitted is not a Claim. An initially undisputed request for payment may be converted to a Claim by Seller by complying with the submission and applicable certification requirements in clauses (c) and (d) below.
- (c) A Claim by Seller must be made in writing, cite this Article, and be submitted to Company's Senior Director, Supply Chain Management with a request for a Final Decision.

- (d) Seller and any lower-tier subcontractors whose portion of the Claim exceeds \$50,000.00 must certify their portion of the Claim; provided however, if Seller cannot certify the lower-tier subcontractor's portion of Seller's Claim, Seller must explain in writing why it cannot certify that portion.
  - (1) Company will not be liable for, and will not pay, any Claim originated by Seller if that Claim exceeds \$50,000.00 unless Seller's Claim is accompanied by the below certification from Seller.
  - (2) Company will not be liable for, and will not pay, any Claim of a lower-tier subcontractor to Seller if that Claim, without mark-ups by a higher-tier subcontractor or Seller, exceeds \$50,000.00 unless that Claim is accompanied by the below certification from the lower-tier subcontractor that originated the Claim.
  - (3) The aggregate amount of both increased and decreased costs must be used in determining when the dollar threshold requiring certification is met.
  - (4) If Seller certified its costs under the Article titled "Adjustments," Seller is not required to certify under this Article as a Claim, unless Seller certified more than 180 calendar days before Seller submits its Claim or the Claim amount exceeds the prior certified amount by more than \$50,000.00.

### **CERTIFICATION**

I acknowledge the expectation that any payment by Company for this requested contract adjustment will be reimbursed by funds of the Federal Government, and, under penalty of law, I certify that this Claim request is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which Seller and I believe Company is liable, and that I am duly authorized to certify the request on behalf of [Seller or lower-tier subcontractor, as appropriate].

- (e) (1) A Claim from Seller will be deemed denied if the Senior Director, Supply Chain Management does not issue a written Final Decision: (i) by the date the Senior Director, Supply Chain Management notified Seller that the decision would be issued; or (ii) within 60 calendar days after receipt of the Claim if the Senior Director, Supply Chain Management did not notify Seller of a date by which the Final Decision would be issued. The Senior Director, Supply Chain Management may, but is not required to, issue a written Final Decision after a Claim is deemed denied.
- (2) The Senior Director, Supply Chain Management's written Final Decision on any Seller Claim will be final and conclusive between the parties with no right of judicial review, provided however, that the Final Decision will not be final and binding against either party, and may be given no evidentiary weight by the trier of fact, if Seller files suit within 90 calendar days of the written Final Decision in the appropriate court as provided for in clause (f) below.
- (3) Seller will have no right to file suit prior to the date of the written Final Decision or 60 calendar days from the Senior Director, Supply Chain Management's receipt of the Claim, whichever occurs earlier.
- (f) (1) State Agency. Where Seller is a state agency, such as an Educational Institution, the applicable constitutional
  - (a) provisions or statutes that govern sovereign immunity will dictate the appropriate forum and law governing substantive issues.
- (2) Seller not a State Agency. (i) Any litigation for an Agreement related to Y-12 must be brought and
  - (b) prosecuted exclusively in Federal District Court, with venue in the United States Court for the Eastern District of Tennessee, Northern Division. (ii) In the event the requirements for jurisdiction in Federal District Court are not present, such litigation must be brought in either Anderson, Knox, or Roane County, Tennessee, in the Circuit or Chancery Court, as appropriate.
- (3) THE 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 must be simple interest at the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 7109(b)). If a court awards prejudgment interest, interest must accrue from no earlier than the date a Claim is received by the Senior Director, Supply Chain Management.
- (g) Subject to (f)(1), the resolution of all issues arising from or relating to this Agreement will be governed to the maximum extent practicable by the common law of federal contracts; provided, however, that: (1) the "Christian Doctrine" will not apply, meaning that federal procurement clauses (e.g., the FAR, including agency supplements) or portions thereof not appearing in this Agreement will not be read into this Agreement; and (2) where the language of any Article, provision, or term herein differs from the language of a federal procurement clause, provision, or term, the differing language of this Agreement will control. Where the common law of federal contracts does not apply, then subject to (f)(1), resolution must be governed by the laws of the State of Tennessee, without regard to its Conflicts of Laws rules.
- (h) There must be no interruption in the performance of the work, and Seller must proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under or related to this Agreement between the parties or

between Seller and its lower-tier subcontractors.

- (i) The contractual remedies in this Article may 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.

## **23. ASSIGNMENT *[JAN 2026]***

- (a) Except as provided in (b), Seller must not assign rights or obligations to third parties without the prior written consent of the Procurement Representative. Seller must submit the documentation prescribed at FAR 42.1200 when requesting Company acceptance of Seller's successor in interest or to recognize Seller's change of name.
- (b) Seller 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 the Procurement Representative is promptly furnished written notice and a signed copy of such assignment, provided that any assignment of monies must be subject to: (1) proper setoffs in favor of Company; and (2) any deductions provided for in this Agreement. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this Agreement, payments to an assignee of any amounts due or to become due under this Agreement must not be subject to reduction or setoff.
- (c) Any assignment or reassignment authorized under this Article must cover all unpaid amounts payable under this Agreement, and must not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Agreement.
- (d) Seller must not furnish or disclose to any assignee under this Agreement any classified document or any information related to work under this Agreement (including this Agreement) until the Procurement Representative authorizes such action in writing.

## **24. EXCUSABLE DELAYS *[JAN 2026]***

- (a) Seller will not be liable to Company if its nonperformance is caused by an occurrence beyond the reasonable control of Seller 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 Seller's failure to perform is caused by the failure of its supplier/subcontractor at any tier to perform or make progress, and if the cause of such failure was beyond the reasonable control of both Seller and the supplier/subcontractor and without the fault or negligence of either, then Seller must not be deemed to be in default, unless the supplies or services were timely obtainable from other sources. Seller must notify the Procurement Representative in writing as soon as possible after any excusable delay period begins and ends.
- (b) Company will not be liable to Seller 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. Seller's sole remedy must be a schedule extension to this Agreement if the facts support the extension requested by Seller. The Procurement Representative will notify Seller in writing as soon as reasonably possible after an excusable delay period begins and ends.

## **25. TRAVEL REIMBURSEMENT *[JAN 2026]***

If travel is a line item of the Agreement, Seller will be reimbursed for travel expenses in accordance with Company's "Travel Reimbursement Policy" clause, which is incorporated by reference, up to the amount allowed by the clause or any ceiling amount specified in the line item of the Agreement, whichever is less.

## **26. AUTHORIZED REPRESENTATIVES AND NOTICE *[JAN 2026]***

Unless otherwise specified, all notices and communications in accordance with or related to this Agreement will be between authorized representatives designated in writing by the parties. Notices must be in writing and may be served either personally on the authorized representative of the receiving party, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this Agreement or such address as directed by notice.

## **27. CHANGES *[JAN 2026]***

- (a) The Procurement Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:
  - (1) Drawings, designs, or specifications;
  - (2) Method of shipment or packing;
  - (3) In the method or manner of performance of the work;
  - (4) In the Government-furnished property or services;

- (5) Directing acceleration in the performance of the work;
- (6) Place of delivery of supplies;
- (7) Description of services to be performed;
- (8) Time of performance of the services (i.e., hours of the day, days of the week, etc.); or
- (9) Place of performance of the services.

(b) If any such change causes a difference in the cost, or the time required for performance, Company will, subject to the submission requirement in paragraph (d), make an equitable adjustment in the price, delivery/performance schedule, or both, and modify the Agreement in writing. If Seller's proposal includes the cost of property made obsolete or excess by the change, Company has the right to prescribe the manner of disposition of the property.

(c) Only the Procurement Representative is authorized on behalf of Company to issue a change, which must be in writing and clearly designated as a change order. If Seller considers that any oral direction or instruction by any Company personnel (including the Procurement Representative) constitutes a change, or if Seller considers that any written direction or instruction by any Company personnel (other than a designated change order issued by the Procurement Representative) constitutes a change, Seller must not rely upon such direction or instruction and will not be eligible for an equitable adjustment arising therefrom, without prior written confirmation from the Procurement Representative directing Seller to perform as stated in the direction or instruction. If such written confirmation from the Procurement Representative to perform also confirms the direction or instruction to be a change, the confirmation must be deemed a change order for purposes of clause (d). If, however, such written confirmation from the Procurement Representative to perform does not confirm the direction or instruction to be a change, any request by Seller for an equitable adjustment arising from such direction or instruction must comply with clause (e).

(d) If the Procurement Representative issues a change order, any request for equitable adjustment by Seller must be submitted in writing to the Procurement Representative within 30 calendar days of receiving Company's change order. If the request is not submitted within such time, the request will be late and may be denied by the Procurement Representative whether or not Company is prejudiced by the late request. If Company, in its sole discretion, decides to act upon a particular late request submitted prior to final payment, such action will not constitute or be deemed to be a waiver of this submission requirement with regards to any other late request, nor will such action be considered in any way in interpreting this provision as a course of dealing or in any other manner.

(e) (1) If the Procurement Representative has not issued a written change order but Seller considers a change to this Agreement has occurred because, for example, (i) Company did not satisfy one of its expressed or implied duties under the Agreement; or (ii) the Procurement Representative did not provide written confirmation that a change occurred in response to Seller's request for confirmation as provided for in clause (c), then as a condition precedent for entitlement to an equitable adjustment, Seller must notify the Procurement Representative, in writing, that a change has occurred for which Seller intends to seek an equitable adjustment and identify: (A) date, nature and circumstances regarding the change; (B) name of each person knowledgeable about the change; (C) documents and substance of oral communications involving the change; and (D) the particular elements of performance impacted by the change, including: (1) adjustment in labor or materials; (2) delay or disruption caused; (3) estimated resulting price and schedule adjustments; and (4) time by which Company must respond to minimize cost, delay, or disruption to performance of the work.

(2) In no event will Seller recover any costs caused by the change incurred prior to 14 calendar days before Seller gives such written notice.

(3) Any request for equitable adjustment by Seller must be submitted in writing to the Procurement Representative no later than 30 calendar days after Seller gives the written notice specified in subclause (e)(1). If the request is not submitted within such time, the request will be late and may be denied by the Procurement Representative whether or not Company is prejudiced by the late request. If Company, in its sole discretion, decides to act upon a particular late request submitted prior to final payment, such action will not constitute or be deemed to be a waiver of this submission requirement with regards to any other late request, nor will such action be considered in any way in interpreting this provision as a course of dealing or in any other manner.

(f) Nothing in this Article, including any disagreement with Company about an equitable adjustment, will excuse Seller from proceeding with the Agreement as changed.

## **28. WARRANTY /JAN 2026**

Seller warrants that items delivered under this Agreement must be new; most suitable grade for intended purpose; free from defects in design, material, and workmanship; in accordance with Seller's affirmation, description, sample, or model; and fully compliant with all requirements of this Agreement. The warranty must begin upon acceptance and extend for a period of: (1) the

manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item; or (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer of the item or has modified it. If any nonconformity with item appears within the warranty period, Seller must promptly repair or replace such items or re-perform services. Seller's liability hereunder will extend to all damages proximately caused by the breach of any of the foregoing warranties, including, but not limited to, incidental damages such as disassembly, removal, inspection, re-inspection, re-installation, re-testing, and costs of transportation or warehousing. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace them or re-procure the services at Seller's expense.

## **29. SUSPECT/COUNTERFEIT ITEMS /JAN 2026**

- (a) Definitions.
  - (1) "Suspect material" as used in this Article means any material or item that is not known to conform to established U.S. Company or industry-accepted specifications and national consensus standards.
  - (2) "Counterfeit material" as used in this Article means any suspect material or item that is a copy or substitute without legal right or authority to do so, or one whose material, performance, or characteristics are knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.
- (b) Seller must not use or provide suspect or counterfeit materials or parts as part of the end item for delivery, including any fasteners (Grade 5, Grade 8, Grade 8.2, ASTM A325, bolts, studs, cap screws, washers, nuts, etc.), electrical components (circuit breakers, relays, fuses, transformers, etc.), piping components or mechanical piping components (pipe valves, fittings, nipples, flanges, couplings, plugs, spacers, and nozzles, etc.) valves, metal framing (plate fittings, post base, beam clamp channel, spring clips, square washers), wire rope, lifting materials (shackles, hooks, slings, cables, forklifts, hoists, etc.), welding material (rods, wire, flux, etc.) on any equipment, assemblies, components, or facilities under this contract. Any suspect or counterfeit material provided by Seller to Company is subject to seizure and will not be returned to Seller. Seller must replace any and all suspect or counterfeit material at no additional charge to Company.
- (c) Fasteners.
  - (1) SAE Grades 5, 8 and 8.2 and ASTM Grade A325 fasteners, identified at: <https://www.energy.gov/sites/default/files/2022-05/Fastener-Headmark-List-2022.pdf>, cannot be introduced into DOE facilities. Therefore, such fasteners must not be provided as deliverable end items or incorporated into deliverable end items under this contract.
  - (2) Any fasteners delivered under this contract will be subject to the requirements of the Fastener Quality Act ("the Act"), Public Law 101-592, Title 15, U.S.C., Chapter 80, and those requirements as stated in this contract. No fastener, as defined in the Act and regulations issued thereunder by the Secretary of Commerce, may be supplied to Company, regardless of lot size.
  - (3) Nothing in this Article will prohibit Company from requiring in this Agreement, the inspection and testing of a greater number of fasteners from a lot than is specified in the applicable standards or specifications to which the manufacturer represents the fasteners to have been manufactured or in the applicable sampling procedures specified by the Secretary of Commerce.
- (d) Electrical Equipment, Items, and Components.
  - (1) All electrical equipment, items and components must exhibit manufacturers' labels and identification. Specifically, the labeling of voltage and current values for equipment and the marking of purged and pressurized enclosures with an asphyxiation hazard warning where the protective gas is other than air.
  - (2) Electrical equipment, items or components must be approved by a nationally recognized testing laboratory (NRTL) (e.g., UL, CSA, FMRS, or MET). Equipment approved by an NRTL must bear written evidence by listing or labeling that it has received certification from the NRTL. If no certification is available, the manufacturer must provide any test data, design documentation, etc., which certifies the equipment to be free of electrical hazards as recognized by the National Electric Code and OSHA. This documentation may include, where applicable, references to UL Standard 508 and ANSI C Series Standards.
  - (3) Molded case circuit breakers, that upon inspection gives the appearance of or display evidence of, being used, refurbished, or reconditioned, may be rejected by Company on the basis of appearance without testing.
  - (4) Electro-mechanical equipment, where electrical and mechanical components are combined into one system, must follow requirements in this section.
  - (5) All electrical equipment used in Class I and Class II hazardous (classified) locations must follow protection techniques outlined in NFPA 496.
- (e) Mechanical Equipment, Items and Components.

- (1) All mechanical equipment, systems and components must exhibit manufacturers' labels and identification.
- (2) All mechanical equipment, that has electrical components, is to meet the requirements of (d) above.
- (f) Packaging and Labeling.
  - (1) Reference to fasteners must conform to the following format: Size; Style; Grade; and Specifications (i.e., 1/2 x 20 x 6", hex head, cap screws, grade 8, per specification SAE-J429).
  - (2) All bolts must be marked with the grade and manufacturers head markings (suspect or counterfeit fasteners are those identified in Suspect Fastener Headmark List, Suspect Fastener Headmark List available at: <http://energy.gov/ehss/downloads/headmark-list-suspect-counterfeit-fasteners-1992>).
  - (3) All fasteners must be separately boxed by lot number, with no mixing of lots.
  - (4) The manufacturer's lot numbers must be listed on the packing list as part of the descriptive information.
  - (5) Each individual box must be marked with the lot number.
  - (6) All shipments of graded fasteners indicated in this contract, and other items as specified, must include an authenticated "Certified Material Test Report" traceable to the manufacturer by lot number, such that the manufacturer's test data (such as physical and chemical test reports for fasteners) can be certified by Company, if required.
  - (7) All remanufactured, refurbished or rebuilt replacement equipment and components, if specifications permit, must be clearly marked as such and shipped in the manufacturer's original packing, and have any designated serial numbers listed on the packing list.
  - (8) Seller must affix a "certificate of conformance" stamp on each packing list, authenticated by a designated company official responsible for this function, if required by this Agreement.
- (g) Confirmation of Source and Performance Characteristics.

Company may obtain an opinion concerning legitimacy of the equipment from the original manufacturer. Such opinion must be a sufficient basis for rejection of any item provided by Seller. In addition to other rights provided by law or this contract, Company may reject the item or equipment provided by Seller that does not meet the OEM's published performance requirements.
- (h) Reporting of Suspect/Counterfeit Materials and Investigation.
  - (1) Company investigates incidents of suspect or counterfeit materials. Seller must cooperate with such investigations by providing evidence, documentation, or information as may be requested by Company in conducting the investigation.
  - (2) Company will report to the Office of Inspector General (OIG) any suspect/counterfeit material that is discovered during receipt, maintenance, testing, inspection or use and when there is reason to believe that a fraudulent act occurred during the manufacture, shipping, testing, or certification of the suspect/counterfeit material.
  - (3) Evidence of deliberate misrepresentation of any item(s) or component(s) or provision of any item specifically prohibited under this contract, may result in an investigation by the OIG.
- (i) Unauthorized Substitution.

All equipment and material furnished must be the exact item as described in this contract. Company will not accept any substitutions unless specifically approved in writing by Company Procurement Representative. Equipment or material for which unauthorized substitution is made will be considered suspect/counterfeit.

## **30. DEFECT IDENTIFICATION AND REPORTING *[JAN 2026]***

- (a) Seller and its suppliers must identify and report in writing to Company any actual or potentially defective item or service provided in accordance with the requirements of this Article. The written report must contain sufficient information to permit Company to evaluate the impact of such deficiencies.
- (b) Notification of Defects. Seller must notify Company in writing within two calendar days upon knowledge of an actual or potentially defective item or service which has been provided to Company or to Seller. If the first notification, due to anticipated severity or significance of impact, is by means other than in writing, a written report must be submitted within five calendar days from the date of notification. The notification must contain the following:
  - (1) Name and address of the person making the notification,
  - (2) Nature of the defect and any substantial safety hazard that could result, if known,
  - (3) Description of the defective item or service, including the following specific information:
    - (i) Manufacturer's name.
    - (ii) Item model number(s).
    - (iii) Name and addresses of the original and any intermediate supplier.
    - (iv) Potential failure modes.
    - (v) Identification of the facilities where the defective item(s) or service(s) have been supplied, to the extent

known.

- (vi) Actions that have been taken or are being planned to correct the defective item(s) or service(s), including designation of the organization responsible for implementing the corrective actions and schedule for completion.
- (vii) Additional pertinent information.

(c) Follow-up Reporting. In the event the report submitted is only preliminary, a written follow-up report must be made each 48 hours thereafter until a final written report can be made. The final written report must be submitted to Company as soon as possible, in light of the defect's magnitude, but in no event may it be provided later than 30 days following discovery of the defect. The final written report should be comprehensive in terms of addressing the defect(s) and any remedial actions required to overcome the fact that the defective item(s) or service(s) were provided.

(d) Company Point of Contact for reporting is the Procurement Representative.  
Note: Mark document **"URGENT - DELIVER IMMEDIATELY."**

(e) The responsibility for identifying and reporting a defective item or service must extend to all levels and individuals of Seller.

(f) Seller must include this Article in all subcontracts and purchase orders entered into under this Agreement.

### **31. INSPECTION/ACCEPTANCE /JAN 2026**

- (a) Unless otherwise specified in this Agreement, Seller must be responsible for all quality assurance measures necessary to ensure that only items and services conforming to the requirements of this Agreement are tendered to Procurement Representative for acceptance. This will include such testing, in process inspections and other verification measures as are customary in the industry to ensure that parts, components, and materials furnished by suppliers of Seller and incorporated into end items furnished to Procurement Representative are not counterfeit or of suspect quality.
- (b) Notwithstanding Seller's responsibility for all quality assurance measures as described in clause (a) above, Procurement Representative has the right to conduct process inspections if this Agreement is for services. If conducted, such inspections must be performed in a manner that will not unduly delay the work, and Seller will provide all reasonable facilities and assistance for the safe and convenient performance of such inspections without additional charges.
- (c) Procurement Representative reserves the right to inspect and test all items and services that have been tendered for acceptance. Procurement Representative has the right to reject nonconforming items and services with or without disposition instructions from Seller; the right to require their correction, replacement, reperformance; the right to accept nonconforming items or services and reduce the Agreement amount to reflect the reduced value of the nonconformance(s); or the right to terminate this Agreement for default. Procurement Representative must exercise 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) Procurement Representative will not be obligated to inspect the items or services, and neither the inspection nor the lack of inspection by Procurement Representative will relieve Seller of its responsibility for providing the items or services in accordance with the terms of the Agreement. The inspection or use of payment for item under the Agreement, either wholly or in part, must not be construed as acceptance.

### **32. TERMINATION FOR CONVENIENCE /JAN 2026**

Company reserves the right to terminate this Agreement, or any part hereof, for the convenience of itself or the Government. In the event of such termination, Seller must immediately stop all work terminated and must immediately cause any and all of its affected suppliers and subcontractors to cease work. Subject to the terms of this Agreement, Seller will be paid a percentage of the price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Company using its standard record keeping system, have resulted from the termination. Seller will not be required to comply with the cost accounting standards or contract cost principles for this purpose. This Article does not give Company or the Government the right to audit Seller's records. Seller will not be paid for any work performed or costs incurred which reasonably could have been avoided.

### **33. TERMINATION FOR DEFAULT /JAN 2026**

- (a) Company may terminate this Agreement for default, in whole or in part, if, after 10 calendar days from Company's written notice, Seller fails to comply with any of the terms of this Agreement, or fails to provide adequate assurance of future performance. In that event, Company will not be liable for any amount for items supplies or services not accepted, and Seller must be liable to Company for any and all rights and remedies provided by law. If it is determined that

Company improperly terminated this Agreement for default, such termination will be deemed a termination for convenience.

(b) Without limiting Company's other rights, if Company terminates this Agreement in whole or in part as provided in this Article, Company may reprocure items similar to those so terminated, and Seller will be liable to Company for any additional costs for obtaining such similar products.

#### **34. EXPORT CONTROL *[JAN 2026]***

(a) Seller must comply 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, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement (see also the illustrated list of additional export laws at DEAR 970.5225-1). In the absence of available license exemptions or exceptions, Seller must obtain required licenses or other approvals for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) Seller must obtain export licenses, if required, before using foreign persons in performance of this Agreement, if the foreign person will have access to export-controlled technical data or software.

(c) Seller is responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.

(d) Guidance regarding national policy set forth in National Security Directive 189, concerning fundamental research and export control is at DEAR 970.5225-1.

(e) Company complies with all applicable United States Government export control laws and regulations and will not use or transfer technology or items procured from the Seller in contravention of such laws and regulations. The goods procured under this Agreement are intended for use in support of the Company's Prime Contract with DOE, NNSA for the purposes of meeting Company's mission activities as the managing and operating contractor of the Y-12 National Security Complex in Oak Ridge, Tennessee. Company's mission activities are identified at [www.y12.doe.gov](http://www.y12.doe.gov). This Article serves as notice of Company's mission and export control compliance and will be considered an appropriate end-user statement to the Seller for export controls and compliance purposes. The Seller will not request a representative of Company to provide any additional end-use statements or certifications relative to the goods procured under this Agreement.

(f) Flowdown. Requirements of this Article, including this clause (f), must be flowed down to all lower-tier subcontracts.

#### **35. MANUALS AND REPORTS *[JAN 2026]***

(a) Applicability. This Article does not apply if this Agreement includes either Exhibit 9 or Exhibit 21.

(b) For each item of supply to be delivered by Seller (not including computer software), Seller must deliver the following data: any accompanying manual and instruction or training material for installation, operation, or routine maintenance and repair of such item. Company will have the following rights in such data: the right to use, reproduce without limitation, prepare derivative works, distribute internally or on behalf of the Government such as posting on electronic bulletin boards or libraries, and to exercise any such right in any manner and for any purpose.

(c) When the Agreement is for Seller services and Seller is required to deliver a report, summary, recommendation, advice, or other written product (collectively "report"), Company will have the following rights in such reports: the right to use, reproduce without limitation, prepare derivative works, distribute internally or on behalf of the Government such as posting on electronic bulletin boards or libraries, and to exercise any such right in any manner and for any purpose.

#### **36. POST-EMPLOYMENT RESTRICTIONS *[JAN 2026]***

Seller will not use employees, consultants or other agents who are subject to any post-employment or other restrictions (i.e., former federal or state government employee) that would place either them personally, Seller, or Company in violation, or possible violation, of such restrictions while performing his or her duties on behalf of Company under this Agreement. If Seller becomes aware of any such violation, or possible violation, it will immediately remove that individual from performing his or her assigned duties on behalf of Company, inform the Company Procurement Representative of all relevant and material facts regarding the situation, and propose alternate personnel who are equally qualified to perform the work in question.

#### **37. SURVIVAL *[JAN 2026]***

All terms, conditions and provisions of this Agreement, which by their terms or by their nature are independent of the period of performance, will survive the cancellation, termination, expiration, default, or abandonment of this Agreement.

#### **38. CLAUSES INCORPORATED BY REFERENCE *[JAN 2026]***

(a) The clauses listed in the table below are incorporated herein by reference. The texts of FAR clauses may be accessed at: <https://www.acquisition.gov/browse/index/far>. Full text of DEAR clauses may be accessed at:

<https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>. Full texts of UCN Company forms may be accessed at:  
<https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions>.

(b) Whenever necessary to make the context of the unmodified FAR or DEAR clause applicable to this Agreement:

1. The term “Contract” means this “Agreement”;
2. The term “Contracting Officer” means Company’s “Procurement Representative”;
3. The term “Contractor” means “Seller”;
4. The term “Government” means “Company,” except the term “Government” does not change:
  - (i) The phrases “Government Property,” “Government-Furnished Property,” and “Government-Owned Property”;
  - (ii) Exhibit 7 – Classified Inventions;
  - (iii) Paragraph (a) of FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions;
  - (iv) DEAR 970.5227-5, Notice and Assistance Regarding Patent and Copyright Infringement; and
  - (v) DEAR 970.5208-1, Printing.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED INTO THIS AGREEMENT:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)	Applies if subcontract involves making unclassified information about nuclear technology available to sensitive foreign nations.
DEAR 952.204-77	Computer Security (AUG 2006)	Applies if Seller may have access to computers owned, leased or operated on behalf of the Department of Energy.
DEAR 952.247-70	Foreign Travel (JUN 2010)	Applies if the Agreement requires foreign travel.
DEAR 970.5204-3	Access to and Ownership of Records (OCT 2014)	Applicability instruction modeled after Paragraph (g).
DEAR 970.5245-1	Property (JAN 2013)	“Government” remains unchanged.
FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)	None.
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	Applies unless this Agreement is a personal services contract with individuals.
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)	Applies to subcontracts other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with Paragraph (c).
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (JUL 2018)	None.
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021), excluding paragraph (b)(2).	Paragraph (b)(2) is “Reserved.”
FAR 52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)	None.
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	None.
FAR 52.222-3	Convict Labor (JUN 2003)	Applies to subcontracts above the micro-purchase threshold. The definition and current dollar values are located at FAR 2.101(b).
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)	The FEB 2009 clause requires the substance of this clause to be included in all subcontracts.

FAR 52.223-2	Affirmative Procurement of Bio-Based Products Under Service and Construction Contracts (SEPT 2013)	None.
FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	Applicability instruction modeled after Paragraph (a). Paragraph (a) must read 45 days prior.
FAR 52.223-15	Energy Efficiency and Energy Consuming Products (DEC 2007)	None.
FAR 52.223-16	IEEE 1680 Standard for Environmental Assessment of Personal Computer Products Alt I (DEC 2007)	None.
FAR 52.223-17	Affirmative Procurement of EPA Designated Items in Service and Construction Contracts (MAY 2008)	None.
FAR 52.224-2	Privacy Act (APR 1984)	Applies to scope of work for system of records on individuals.
FAR 52.224-3	Privacy Training (JAN 2017)	This clause applies if Company does not provide privacy training to Seller employees, and this Agreement requires Seller to (1) access a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclosure, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.
FAR 52.225-8	Duty-Free Entry (OCT 2025)	The Contractor must include the substance of this clause in any subcontract if— (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or (2) Other foreign supplies in excess of \$20,000.00 may be imported into the customs territory of the United States.
FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	None.
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)	Applies to subcontracts above the micro-purchase threshold. The definition and current dollar values are located at FAR 2.101(b).
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None.
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)	Applies to subcontracts with small business concerns.
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2025), excepting paragraphs (c)(1)(xi) and (c)(1)(xii)	Paragraphs (c)(1)(xi) and (c)(1)(xii) are “Reserved.”
FAR 52.246-16	Responsibility for Supplies (APR 1984)	None.
FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels (NOV 2021)	None.
UCN-22427	Subcontractor Travel Policy (JAN 2026) (Company)	Applies to all subcontracts requiring travel.
UCN-22433	Nuclear Hazards Indemnity Agreement (UCN-22433) (AUG 2025) (Company)	The provisions of paragraphs (a) through (k) of 48 CFR 952.250-70 (AUG 2016), Nuclear Hazards Indemnity Agreement are incorporated by reference into this Agreement to the extent the Agreement involves a risk of public liability as that term is defined at 42 U.S.C. § 2014.

UCN-22480	Hazardous Material Identification and Material Safety (JUL 2014) (Company)	The provisions of paragraphs (a) through (k) of 48 CFR 952.250-70 (AUG 2016), Nuclear Hazards Indemnity Agreement are incorporated by reference into this subcontract to the extent the subcontract involves a risk of public liability as that term is defined at 42 U.S.C. § 2014 into this subcontract to the extent the subcontract involves a risk of public liability as that term is defined at 42 U.S.C. § 2014.
UCN-26608	UCNI / CUI Protection Requirements for CNS Supplier (NOV 2023) (Company)	Applies if subcontractor will have access to Unclassified Controlled Nuclear Information or Controlled Unclassified Information.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED WHEN THE WORK INVOLVES ACCESS TO CLASSIFIED INFORMATION OR SPECIAL NUCLEAR MATERIAL OR THE WORK REASONABLY MIGHT RESULT IN A PATENT APPLICATION THAT CONTAINS CLASSIFIED SUBJECT MATTER:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 952.204-2	Security (AUG 2016)	None.
DEAR 952.204-70	Classification/Declassification (SEP 1997)	None.
DEAR 970.5204-1	Counterintelligence (DEC 2010)	None.
UCN-22381	Civil Penalties for Classified Information Security Violations (JUL 2014) (Company)	None.
UCN-22508	Exhibit 7 Classified Inventions (MAY 2017) (Company)	“Government” retains its meaning.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$2,500.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	Applies if the Agreement is principally for the furnishing of services through the use of "service employees" and an exemption under FAR 22.1003-4 does not apply.
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)	None.
FAR 52.222-43	Fair Labor Standards Act & Service Contract Labor Standards – Price Adjustment (Multi-Year & Option Contracts (AUG 2018)	None.
FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAY 2014)	None.
FAR 52.222-55	Minimum Wages for Contract Workers Under Executive Order 14026 (JAN 2022)	Applies if this Agreement exceeds \$2,500.00 or a portion of the work identified is covered by the Service Contract Labor Standards.
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	Applies in accordance with Paragraph (m).

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$3,500.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	Not applicable to COTS (as COTS is defined by the FAR).

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$10,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	Applies if Agreement will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$15,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.225-1	Buy American Act—Supplies (FEB 2009)	But see exceptions at FAR 25.1101(a)(1), e.g., information technology that is a commercial item.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$20,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020)	None
FAR 52.222-36	Equal Opportunity for Workers With Disabilities (JUN 2020)	Applies if Agreement exceeds or is expected to exceed \$20,000.00.

<b>The following CLAUSE IS incorporated if this Agreement exceeds \$25,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
UCN-22345	Workplace Substance Abuse Program and Breath Alcohol Testing (JUN 2025)	Seller must establish a written Workplace Substance Abuse Program (WSAP) in accordance with the requirements of this article to detect the use of illegal drugs and alcohol by Seller employees or lower-tier subcontractors that are assigned to perform work under this Agreement (i) in a “Testing Designated Position” or a “Safety Sensitive Position,” and (ii) at a site owned or controlled by NNSA, DOE or Company, such as the Y-12 National Security Complex.

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$40,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)	None.

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$45,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)	None.

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$100,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)	"Government" means the "United States Government" and "Contracting Officer" means the "DOE, NNSA

		Contracting Officer for Prime Contract DE-NA0001942" with Company.  With respect to each notice or claim of, or suit against Company on account of, any alleged patent or copyright infringement based on the performance of the Agreement, Company will be entitled to the same notices, cooperation, and assistance as is afforded the Government under this clause.
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$200,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.203-7	Anti-Kickback Procedures (OCT 2010), except paragraph (c)(1)	None.
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	"Government" retains its meaning in paragraph (a).
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (MAY 2018)	Applies if the Agreement involves the use of laborers or mechanics.
FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020)	Applies if Agreement <i>equals</i> or exceeds \$200,000.00.
FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	Applies if FAR 52.222-35 applies.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$350,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 952.223-78	Sustainable Acquisition Program (OCT 2010)	Applicability instruction modeled after Paragraph (c).
FAR 52.203-3	Gratuities (APR 1984)	None.
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020) (Alt I NOV 2021)	None.
FAR 52.219-8	Utilization of Small Business Concerns (OCT 2022)	Applies if Agreement amount is expected to exceed \$350,000.00 unless performed entirely outside of the United States and its outlying areas.
FAR 52.242-13	Bankruptcy (JUL 1995)	None.
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 2025)	Applies if the Agreement involves international air transportation.

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$500,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.204-14	Service Contract Reporting Requirements (OCT 2016)	Applies if this Agreement has an estimated total value of \$500,000.00 or greater, except for indefinite-delivery Agreements.
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)	Applies to indefinite-delivery Agreements with an estimated total value of \$500,000.00 or greater.

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$900,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.219-9	Small Business Subcontracting Plan (JAN 2017) (Alternate II) (NOV 2016)	Applicability in subcontracts other than small business concerns that offer subcontracting possibilities.

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$1,000,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
UCN-22526	Bid Escrow Documents (JUL 2018) (Company)	Applies to all fixed priced Agreements (except COTS) exceeding \$1,000,000.00, including any task release that

		exceeds \$1,000,000.00 under a Basic Ordering Agreement. The total value of the base award plus all option periods must be used to determine whether the \$1,000,000.00 threshold is met.
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$6,000,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	<p>Applies if the period of performance is 120 days or more.</p> <p>Reporting can be as follows: Y-12 Ethics Hotline; phone 865-576-1900; Office of Inspector General; 1-800-447-8477. However, all disclosures of violation of the civil False Claims Act or of Federal criminal law will be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.</p>
FAR 52.203-14	Display of Hotline Poster(s) (b)(3) (OCT 2015)	DOE Hotline Poster is available at: <a href="http://energy.gov/ig/downloads/office-inspector-general-hotline-poster">http://energy.gov/ig/downloads/office-inspector-general-hotline-poster</a>

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT REQUIRES PRINTING (AS DEFINED IN TITLE I, DEFINITIONS OF THE U.S. GOVERNMENT PRINTING AND BINDING REGULATIONS:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 970.5208-1	Printing (DEC 2000)	“Government” retains its meaning.