

GENERAL TERMS & CONDITIONS
Design-Build Construction
(DBCON MAR 2026)

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1. DEFINITIONS [JAN 2026]

The following terms shall 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, acknowledgement, 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/NNSA, 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. INDEPENDENT CONTRACTOR [JAN 2026]

Seller represents that it is licensed to perform the work under this Agreement. Seller will act in performance of this Agreement as an independent contractor and not as an agent of Company or the Government, maintaining complete control over its employees and all lower-tier subcontractors. Nothing contained in this Agreement or any lower-tier subcontract will create any contractual relationship between any such lower-tier subcontractor and the Government or Company. Seller is solely responsible for the actions of itself and its lower-tier subcontractors, agents, or employees.

6. 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.

7. 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.

8. 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.

9. 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.

10. EMPLOYEE CONCERNS [MAR 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, and/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 Employee Concerns Program 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 Y-12 Field Office at 1-865-574-1766, 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.

11. 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.

12. 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 available.
- (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.
- (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.

13. 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.

14. 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.

15. PUBLIC RELEASE OF INFORMATION [JAN 2026]

- (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.

16. 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, Seller must after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties 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 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 information to Seller under this Agreement, and to supply a copy of such Agreement to Company.
- (d) 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.
- (e) 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.
- (f) 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 information obtained from the facilities. Upon request by Company or DOE, such an Agreement must also be signed by Seller's personnel.
- (g) Flowdown. Requirements of this Article, including this clause (g), must be flowed down to all lower-tier subcontracts.

17. 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) By entering into this Agreement, Seller certifies that it and all associates and subcontractors under the Agreement are licensed, certified, and registered to perform the professional and technical services required to complete the work under this Agreement. Seller must ensure that such licenses, certifications, and registrations are maintained throughout performance of this Agreement and failure to do so may be cause for default termination.
- (d) 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.

18. 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. 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.

19. 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.

20. BUY AMERICAN ACT — CONSTRUCTION MATERIALS [JAN 2026]

This Agreement is subject to the Buy American Act – Construction Materials (FAR 52.225-9) and Buy American Act – Construction Materials under Trade Agreements (FAR 52.225-11) clauses as stated the in Article titled “Clauses Incorporated by Reference.” Seller is solely responsible for compliance with such clauses 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 subcontractors to comply with said clauses.

21. 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 titled, “Patent Indemnity-Construction,” 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 authorization and consent.

22. PATENT INDEMNITY — CONSTRUCTION (Ref. FAR 52.227-4, DEC 2007) [JAN 2026]

Seller must indemnify Company and the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this Agreement or out of the use or disposal by or for the account of Company or the Government of supplies furnished or work performed under this Agreement.

23. PERFORMANCE AND PAYMENT BONDS — CONSTRUCTION [JAN 2026]

- (a) As used in this Article, “original Agreement price” means the award price of this Agreement. Original Agreement price does not include the price of any options, except those exercised at the time of award.
- (b) If the price of this Agreement is greater than \$150,000.00, Seller must furnish performance and payment bonds to Company as follows:
 - (1) Performance Bonds on Company form available at <http://www.y12.doe.gov>. The penal amount must be 100 percent of the original Agreement price.
 - (2) Payment Bonds on Company form available at <http://www.y12.doe.gov>. The penal amount must be 100 percent of the original Agreement price.
 - (3) Company may require additional performance and payment bond protection if the price is increased.
 - (i) The increase in protection must generally equal 100 percent of the increase in price.
 - (ii) Company may secure the additional protection by directing Seller to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) Seller must furnish all executed bonds, including any necessary reinsurance Agreements, to Company within the time

specified in the solicitation, but in any event before starting work.

- (d) The bonds must be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is available at: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

24. ALTERNATIVE PAYMENT PROTECTIONS [JAN 2026]

- (a) If the price of this Agreement is greater than \$35,000.00 but not greater than \$150,000.00, Seller must submit one of the following payment protections:
 - (1) A payment bond on Company form is available at <http://www.y12.doe.gov>; or
 - (2) An irrevocable letter of credit (see the Article titled, "Irrevocable Letter of Credit").
- (b) The amount of the payment protection must be 100 percent of the Agreement price.
- (c) The payment protection must be submitted within 10 calendar days of award of the Agreement.
- (d) The payment protection must provide protection for the Agreement's period of performance plus one year.
- (e) Except for payment bonds, which provide their own protection procedures, Company is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred and to withhold such funds pending resolution by administrative or judicial proceedings or mutual Agreement of the parties.

25. ADDITIONAL BOND SECURITY [JAN 2026]

Seller must promptly furnish additional security required to protect Company, the Government, and persons supplying labor or materials under this Agreement if—

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this Agreement becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The Agreement price is increased so that the penal sum of any bond becomes inadequate in the opinion of Company; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If Seller does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 calendar days before an ILC's scheduled expiration, Company may immediately draw on the ILC.

26. PLEDGES OF ASSETS [JAN 2026]

- (a) Offerors must obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond—
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety must be in the form of—
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) or;
 - (2) A recorded lien on real estate. The Offeror will be required to provide—
 - (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title; and
 - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

27. PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS [JAN 2026]

Upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this Agreement for which a payment bond has been furnished, Seller must promptly provide a copy of such payment bond to the requester.

28. IRREVOCABLE LETTER OF CREDIT [JAN 2026]

- (a) "Irrevocable letter of credit" (ILC), as used in this Article, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by Company (the beneficiary) of a written demand therefore. Neither the financial institution nor the Offeror can revoke or condition the letter of credit.
- (b) If the Offeror intends to use an ILC in lieu of a bid bond, as an alternative payment protection, or to secure performance and payment bonds, the letter of credit and letter of confirmation formats in clauses (e) and (f) of this Article must be used.
- (c) The ILC must require presentation of no document other than a written demand and the ILC (including confirming letter, if any), must be issued/confirmed by an acceptable federally insured financial institution as provided in clause (d) of this Article, and—
 - (1) If used as a bid guarantee, the ILC must expire no earlier than 60 calendar days after the close of the bid acceptance period;
 - (2) If used as an alternative payment protection or as security for a performance or payment bond, the Offeror may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC must provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 calendar days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and Company provides the financial institution with a written statement waiving the right to payment. The period of required coverage must be:
 - (i) For Agreements exceeding \$150,000.00 the later of—
 - (A) One year following the expected date of final payment;
 - (B) For performance bonds only, until completion of any warranty period; or
 - (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.
 - (ii) For Agreements of \$150,000.00 or less, 90 calendar days following final payment.
- (d) Only federally insured financial institutions rated investment grade or higher may issue or confirm the ILC. The Offeror must provide Company a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25,000,000.00 in the past year, ILCs over \$5,000,000.00 must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25,000,000.00 in the past year.
- (e) The following format must be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____
 Irrevocable Letter of Credit No. _____
 Account party's name _____
 Account party's address _____
 For Solicitation No. _____ (for reference only)

To: Consolidated Nuclear Security, LLC (CNS)

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.
2. We hereby undertake to honor you or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition

of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 calendar days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

5. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment must be only at the written direction of CNS (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
6. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].
7. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

[Issuing financial institution]

- (f) The following format must be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: Consolidated Nuclear Security, LLC (CNS)

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____ /U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.
2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.
3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.
4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:
 - (a) At least 60 calendar days prior to any such expiration date, we must notify Company, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or
 - (b) The issuing financial institution must have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution/].
6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

[Confirming financial institution/]

- (g) The following format must be used by Company for a sight draft to draw on the Letter of Credit:

Sight Draft
[City, State/
(Date) _____
[Name and address of financial institution/]

Pay to the order of Consolidated Nuclear Security, LLC (CNS) the sum of United States \$ _____. This draft is drawn under Irrevocable Letter of Credit No. _____.

CNS

[By/]

29. 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.

30. PROFESSIONAL LIABILITY INSURANCE [APR 2021]

- (a) Seller warrants that it is insured for \$1,000,000.00 (unless a different amount is set forth in the Schedule) for errors and omissions per claim in an amount in excess of the minimum set forth in the performance of this Agreement.
- (b) (1) Unless Seller's policy is prepaid, noncancelable, and issued for a period at least equal to the term of the Agreement, Seller must have the policy amended to include substantially the following provision:
 - (2) "It is a condition of this policy that the insurer furnishes written notice to Consolidated Nuclear Security, LLC 30 days in advance of the effective date of any reduction in or cancellation of this policy."
- (c) If the policy is issued on a claims made basis rather than on an occurrence basis, coverage must continue for three years following completion or termination of this Agreement.
- (d) The retroactive date of insurance coverage must be before or the same date that performance of this Agreement begins. Evidence of acceptable insurance must be furnished to the Procurement Representative before beginning performance. Evidence of renewal must be furnished not later than five days before a policy expires.

31. PAYMENT [JAN 2026]

- (a) Company will pay Seller the price as provided in this Agreement.
- (b) (1) Company may make progress payments monthly as the work proceeds, or at more frequent intervals as determined by Company, on estimates of work accomplished which meets the standards of quality established under the Agreement, as approved by Company.
 - (2) Pay estimates must be submitted monthly. In the preparation of estimates, Company may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to Seller at locations other than the site may also be taken into consideration if: (i) consideration is specifically authorized by this Agreement; and (ii) Seller furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this Agreement.
 - (3) An updated progress report must be submitted by Seller with each pay estimate.
 - (4) Before a request for payment is approved, Seller must submit to the Subcontract Technical Representative all required plans and reports for the work period in question.
- (c) All material and work covered by progress payments made must, at the time of payment, become the sole property of the Government, but this must not be construed as: (1) relieving Seller from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of Company to require the fulfillment of all of the terms of the Agreement.
- (d) In making these progress payments, Company will, upon request, reimburse Seller for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance Agreements, when applicable) after Seller has furnished evidence of full payment to the surety.
- (e) Company will pay the final amount due Seller under this Agreement after: (1) completion and acceptance of all work; and (2) Seller has submitted: (i) "Certified-as-Built" shop drawings and manufacturer's data and a bound copy of certified test data and reports; (ii) a certified statement that all payrolls have been submitted under this Agreement; (iii) a properly executed voucher; and (iv) a release of all claims against Company and the Government arising under or related to this Agreement, other than claims, in stated amounts, that Seller has specifically excepted from the operation of the release. Release may also be required of the assignee if Seller claims amounts payable that have been assigned in accordance with

the Article titled “Assignment”.

- (f) A final invoice must be submitted for payment no more than 90 calendar days following the expiration or termination of the subcontract, 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 subcontract 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 the 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.

32. INTEREST [JAN 2026]

All amounts due to Company by Seller will bear simple interest from the date due until paid, unless paid within 30 calendar days of the date due. The interest rate will be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 7109(b)) as of the date due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. The due date will be the earliest of the date fixed under this Agreement and the date of the first written demand for payment, including a demand resulting from a default termination. This Article will not apply to amounts due under either the Article titled, “Price Reduction for Defective Cost or Pricing Data” or the Article titled, “Cost Accounting Standards.”

33. 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 meditation or binding arbitration is voluntarily agreed to or court ordered, the site of the proceedings must be Oak Ridge, Tennessee; the parties must 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 its 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 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 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. must
- (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.

34. HOLD HARMLESS [JAN 2026]

Seller will be solely responsible for all liability and related expenses resulting from injury, death, damage to, or loss of property which is in any way connected with Seller's negligent performance of work under this Agreement. Seller will also be responsible for all materials and work until acceptance by Company. Seller's responsibility will apply to activities of seller, its agents, lower-tier subcontractors, or employees and such responsibility includes the obligation to indemnify, defend, and hold harmless the Government and Company. However, such liability and indemnity does not apply to injury, death, or damage to property to the extent caused by Company fault or negligence.

35. LIABILITY FOR FINES AND PENALTIES [JAN 2026]

Seller will be responsible, at no expense to Company, for the payment of fines, penalties, and other assessments imposed as a result of Seller's performance. If the fine, penalty, or other assessment results in part from actions or failures to act of Company or its employees, Company will be responsible for its *pro rata* share. If Company is required to pay a fine, penalty, or other assessment for which Seller is liable under this Article, Seller must reimburse Company the amount of such fine, penalty, or other assessment.

36. DESIGN CONFERENCES [JAN 2026]

- (a) As part of the Pre-Work Conference conducted after award of this Agreement, key representatives of Company and Seller will review the design submission and review procedures specified herein, discuss the preliminary design schedule and

provisions for phase completion of the D-B documents with construction activities (e.g., fast tracking) as appropriate, meet with Company Design Review personnel and key Company points of contact, and discuss any other appropriate pre-design items.

- (b) After award of the Agreement, Seller must visit the site and conduct extensive interviews, and problem-solving discussions with Company personnel to acquire all necessary site information, review user options, and discuss user needs. Seller must document all discussions. The design will be finalized as a direct result of these meetings.
- (c) Design Review conferences will be held at the Y-12 site following each design submittal. Seller must bring the persons who developed the submittals to the review conferences. The conferences will take place the week after the review is complete.

37. SEQUENCE OF DESIGN-CONSTRUCTION [JAN 2026]

- (a) After receipt of the Notice to Proceed (NTP), Seller will initiate design, comply with all design submission requirements, and obtain Company review of each submission. No construction may be started, with the exception of clearing the site, until Company reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The STR will notify Seller when the design is cleared for construction. Company will not grant any time extension for any design resubmittal required when, in the opinion of the STR, the initial submission failed to meet the minimum quality requirements as set forth in the Agreement.
- (b) If Company allows Seller to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted, and satisfactory to Company.
- (c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to Company.

38. CONSTRUCTOR'S ROLE DURING DESIGN [JAN 2026]

Seller's construction management key personnel must be actively involved during the design process to effectively integrate the design and construction requirements of this Agreement. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to, actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the Agreement), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. Seller must require and manage the active involvement of its key trade subcontractors in the above activities.

39. DIFFERING SITE CONDITIONS [JAN 2026]

- (a) Seller must promptly, and before the conditions are disturbed, give a written notice to Company of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Agreement; or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- (b) Company must investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Seller's cost of, or the time required for, performing any part of the work under this Agreement, whether or not changed as a result of the conditions, an equitable adjustment will be made under this Article and the Agreement modified in writing accordingly.
- (c) No request by Seller for an equitable adjustment under this Article will be allowed unless: (1) the written notice required in paragraph (a) above is timely given; and (2) the request is made in writing before final payment under this Agreement.

40. DEVIATING FROM THE ACCEPTED DESIGN [JAN 2026]

- (a) Seller must obtain the approval of the Designer of Record and Company's concurrence for any Seller-proposed revision to the professionally stamped and sealed and Company reviewed and concurred design before proceeding with the revision.
- (b) Company reserves the right to non-concur with any revision to the design that may impact furniture, furnishings, equipment selections, or operations decisions that were made based on the reviewed and concurred design.
- (c) Any revision to the design that deviates from the Agreement requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Article entitled "Changes," in addition to Company concurrence. Company reserves the right to disapprove such a revision.
- (d) Unless Company initiates a change to the Agreement requirements, or Company determines that Company-furnished design criteria are incorrect and must be revised, any Seller-initiated proposed change to the Agreement requirements that results in additional cost will strictly be at Seller's expense.

- (e) Seller must track all approved revisions to the reviewed and accepted design and must incorporate them into the as-built design documentation in accordance with agreed procedures. The Designer of Record will document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

41. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK [JAN 2026]

- (a) Seller acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. Seller also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Company, as well as from the drawings and specifications made a part of this Agreement. Any failure of Seller to take the actions described and acknowledged in this clause will not relieve Seller from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Company.
- (b) Company assumes no responsibility for any conclusions or interpretations made by Seller based on the information made available by Company. Nor does Company assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Agreement, unless that understanding or representation is expressly stated in this Agreement.

42. TITLE TO MATERIALS FOUND [JAN 2026]

The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of Seller or any of its lower-tier subcontractors is hereby expressly reserved by DOE/NNSA. Seller may, at the sole discretion of Company, be permitted, without charge, to use in the Work any such materials which meet the requirements of this Agreement.

43. MATERIAL AND WORKMANSHIP [JAN 2026]

- (a) All equipment, material, and Articles incorporated into the work covered by this Agreement must be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Agreement. References in the specifications or drawings to equipment, material, Articles, or patented processes by trade name, make, or catalog number, must be regarded as establishing a standard of quality and may not be construed as limiting competition. Seller may, with Company's written approval, use any equipment, material, Article, or process that is equal to that specified, unless the words "No Substitution" follow the listing of the item in the specifications or drawings.
- (b) Seller must obtain Company approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, Seller must furnish to Company the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by Company, Seller must also obtain Company's approval of material or Articles that Seller contemplates incorporating into the work. When requesting approval, the Contractor must provide full information concerning the material or articles. When so directed, Seller must submit samples for approval at Seller's expense. Machinery, equipment, material, and Articles that do not have the required approval must be installed or used at the risk of subsequent rejection.
- (c) All work under this Agreement must be performed in a skillful and workmanlike manner. Company may require, in writing, Seller to remove from the work any employee Company deems incompetent, careless, or otherwise objectionable.

44. PROTECTION OF EXISTING IMPROVEMENTS, EQUIPMENT, UTILITIES, AND ANTIQUITIES [JAN 2026]

- (a) Seller must preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and that do not unreasonably interfere with the required work. Seller must only remove trees when specifically authorized to do so, and must avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance, or by the careless operation of equipment, or by workmen, Seller must trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Company.
- (b) Seller must protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by Seller. Seller must repair any damage to

those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Agreement or failure to exercise reasonable care in performing the work. If Seller fails or refuses to repair the damage promptly, Company may have the necessary work performed and charge the cost to Seller.

- (c) Federal law provides for the protection of antiquities located on land owned or controlled by the Government, Antiquities include Indian graves or campsites, relics and artifacts. Seller must control the activity at the jobsite to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed. Seller must report the discovery of any antiquities at the jobsite and, upon discovery of unusual materials (e.g., obsidian chips or flakes, bones, darkly stained soils, "arrowheads"), Seller must stop work at or around such materials and notify Company.
- (d) Should Seller encounter any utilities, lines, or structures not shown on the drawings or not correctly located thereon, it must immediately stop all work adjacent thereto. Seller must immediately notify Company, which will issue instructions indicating the method of proceeding. If Seller damages any utility, line, or structure, whether or not shown on the drawings, Company must be immediately notified.

45. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION [JAN 2026]

- (a) Seller will be furnished the number of drawings and specifications specified in the Statement of Work at no cost.
- (b) Seller must keep on the work site a copy of the drawings and specifications and must at all times give Company access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, will be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications will govern. Within the specifications, Division One (the "Special Conditions") will govern. In case of discrepancy in the figures, in the drawings, or in the remainder of the specifications, the matter will be promptly submitted to the Construction Engineer and the Procurement Representative, who must promptly make a determination in writing. Any adjustment by Seller without such a determination will be at its own risk and expense. Company will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (c) (1) The drawings and specifications incorporated into this Agreement are intended to include everything requisite and necessary to complete the entire work properly, notwithstanding the fact that every item necessarily involved may not be specifically mentioned. (2) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, will not relieve Seller from performing such omitted or misdescribed details of the work, but they must be performed as if fully and correctly set forth and described in the drawings and specifications. (3) The specifications and drawings may identify and list quantities of items to be furnished and installed by Seller. These identifications may be incomplete and the quantities are estimates only. Seller is responsible for furnishing the items and quantities manifestly necessary to carry out the intent of the drawings and specifications. (4) The drawings furnished by Company are, in general, to scale. Scales shown on a microfilmed reproduced drawing change in proportion to the reduction of the drawing from original size. Figured dimensions must always be followed and the drawings not scaled. (5) Prior to fabricating any item (structural steel, piping, ductwork, etc.) Seller must field-verify all dimensions critical to the installation. Any discrepancies between existing or new conditions and the drawings must be reported to Company for resolution. (6) The specifications are divided into sections for convenience only, and such sections do not define or establish the limits of work of any subcontractor. It is Seller's responsibility to define lower-tier subcontractors' limits of work and to ensure that all lower-tier subcontractors and suppliers at whatever level are familiar with all provisions of this Agreement that may affect their work. (7) The data sheet equipment numbers are not unique. Multiple pieces of equipment may utilize the same number. Seller must determine the quantity of equipment and material needed to complete the work.
- (d) Shop drawings means drawings submitted to Company by Seller or any lower tier subcontractor showing in detail: (1) the proposed fabrication and assembly of structural elements; and (2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Seller to explain in detail specific portions of the work. Company may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Agreement.
- (e) If this Agreement requires shop drawings, Seller must coordinate all such drawings, and review them for accuracy, completeness, and compliance with requirements of this Agreement and must indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Company without evidence of Seller's approval may be returned for resubmission. Company will indicate an approval or disapproval of the shop drawings and if not approved as submitted will indicate its reasons therefore. Any work done before such approval will be at Seller's risk. Approval by Company will not relieve Seller from responsibility for any errors or omissions in such drawings, nor from responsibility

for complying with the requirements of this Agreement, except with respect to variations described and approved in accordance with clause (f) of this Article.

- (f) If shop drawings show variations from the requirements of this Agreement, Seller must describe such variations in writing, separate from the drawings, at the time of submission. If Company approves any such variation, Company will issue an appropriate modification to this Agreement, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) Seller must submit to Company for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of the specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by Company and one set will be returned to Seller.

46. STANDARDS AND CODES [JAN 2026]

In case of any conflict between any referenced standards and codes and an Agreement provision, Seller must immediately notify Company of such conflict together with a recommendation for resolution. Company will confirm the Agreement requirement in writing or direct an alternative solution in accordance with the Article titled, "Changes" of this Agreement.

47. SUBCONTRACTORS, OUTSIDE ASSOCIATES, AND CONSULTANTS [JAN 2026]

Any subcontractors and outside associates or consultants required by Seller in connection with the services covered by this Agreement will be limited to individuals or firms that were specifically identified in Seller's proposal, or during negotiations, and agreed to. Seller must obtain the Procurement Representative's written consent before making any substitution for these subcontractors, associates, or consultants.

48. OTHER SUBCONTRACTS [JAN 2026]

Company may award other subcontracts for work at or near the site of the work under this Agreement. Seller must cooperate fully with other subcontractors and with Company employees and must carefully adapt scheduling and performance of work under this Agreement to accommodate the additional work, heeding any direction that may be provided by the STR. Seller must not commit or permit any act that will interfere with performance by other subcontractors or by Company employees.

49. REQUIREMENTS FOR REGISTRATION OF DESIGNERS [JAN 2026]

Architects or engineers who are registered to practice in their particular professional field in a State, the District of Columbia, or an outlying area of the United States must prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

50. RESPONSIBILITY FOR DESIGN [JAN 2026]

- (a) Seller will be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by Seller under this Agreement. Seller must, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including remedying any damage to real or personal property, resulting from the design error or omission.
- (b) The standard of care for all design services performed under this Agreement will be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, if the Agreement specifies that portions of the Work be performed in accordance with a performance standard, the design services must be performed so as to achieve such standards.
- (c) Neither Company's review, approval or acceptance of, nor payment for, the services required under this Agreement may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Seller will be and remain liable to Company in accordance with applicable law for all damages to Company caused by Seller's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of Company provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (e) If Seller is comprised of more than one legal entity, each such entity must be jointly and severally liable hereunder.

51. WORK OVERSIGHT [JAN 2026]

The extent and character of the work to be done by Seller will be subject to the general oversight, supervision, direction, control, and approval of Company.

52. ASSIGNMENT [JAN 2026]

- (a) Except as provided in (b), Seller may 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.

53. SUSPENSION OF WORK [JAN 2026]

- (a) The Procurement Representative may order Seller, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Procurement Representative determines appropriate.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted: (1) by an act of Company in the administration of this Agreement; or (2) by Company's failure to act within the time specified in this Agreement (or within a reasonable time if not specified), an adjustment will be made for any increase in the cost of performance of this Agreement (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Agreement modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Seller, or for which an equitable adjustment is provided or excluded under any other term or condition of this Agreement.
- (c) A request for adjustment under this Article will not be allowed—
 - (1) For any costs incurred more than 14 calendar days before Seller has notified the Procurement Representative in writing of the act or failure to act involved (but this requirement will not apply as to a request for adjustment resulting from a suspension order); and
 - (2) Unless the request for adjustment, in an amount stated, is submitted in writing as soon as practicable, but no later than the earlier of final payment under this Agreement or 180 calendar days after the termination of the suspension, delay, or interruption. Requests for adjustment not submitted before final payment and within the 180-day period are waived.

54. STOP-WORK ORDER [JAN 2026]

- (a) Unless the provisions for stop work under the *Supplemental Conditions Y-12 Construction* apply, the Procurement Representative, may under this Article, at any time, by written order, require Seller to stop all or any portion of the work called for by this Agreement for 90 calendar days, and for any other further period to which the parties may agree. Seller must immediately comply with the order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the work stoppage.
- (b) Before expiration of the stop-work order, Company may—
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order for default or convenience.
- (c) If the order is canceled or expires, Seller must resume work. Company will make an equitable adjustment in the delivery schedule, price, or both, and the Agreement will be modified, in writing, accordingly, if the stop-work order results in an increase in the time required for, or cost properly allocable to, performance of this Agreement. As a condition precedent to an equitable adjustment, Seller must submit its request for equitable adjustment in writing to the Procurement Representative within 30 calendar days after the work stoppage ends.
- (d) If the work covered by the order is terminated for convenience, Company will allow reasonable costs resulting from the order in arriving at the termination settlement.
- (e) If the work covered by the order is terminated for default, Company will allow, by equitable adjustment or otherwise, reasonable costs resulting from the order.

55. DELAYS [JAN 2026]

- (a) Conditions Precedent. As conditions precedent for entitlement to any price adjustment or schedule extension:
 - (1) Written Notice. For each separate delay, Seller must give prompt written notice of the delay-causing event to the

Procurement Representative. Such written notice must be given even if Company has independent knowledge of the delay-causing event. Seller proposed revisions to the Schedule (e.g., Fragmentary Networks or “Fragnets,” “Daily Logs,” “Daily Reports,” meeting minutes and the like) do NOT constitute the required notice. On the basis of the most accurate information available to the Seller, the notice must state:

- (i) “This notice is submitted pursuant to the Article titled, “Delays,” or equivalent specific reference to this Article;
 - (ii) date, cause, and circumstances regarding the delay;
 - (iii) name and function of Seller and Company individuals knowledgeable about the delay;
 - (iv) identification of documents and substance of oral communications involving the delay; and
 - (v) the particular elements of performance impacted by the delay, including:
 - (A) adjustment in labor or materials;
 - (B) estimated resulting price and schedule adjustments; and
 - (C) time by which Company must respond to minimize cost, delay, or disruption to performance of the work. In no event may Seller recover any delay costs incurred **prior to 14 calendar days** before Seller gives such written notice.
- (2) CPM. Seller must include with any delay claim a Critical Path Method (CPM) schedule that shows the delay is on the critical path affecting the subcontract’s overall completion date.
- (b) Notwithstanding any other provision in this Agreement, Seller will not be entitled to recover:
- (1) profit for delay costs of any kind, including, but not limited to acceleration, extended costs, and loss of efficiency or productivity, regardless of the theory of recovery; or
 - (2) home office overhead, whether unabsorbed, under-absorbed, extended, or other basis.
- (c) Excusable Delays.
- (1) Company shall not be liable to Seller if Company’s nonperformance is caused by an occurrence beyond its reasonable control 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 shall be a schedule extension to this Agreement if the facts support the extension requested by Seller.
 - (2) This provision is in addition to, and does not diverge from or diminish, the Article titled, “Termination for Default.”

56. LOSS OF PRODUCTIVITY [JAN 2026]

This Article does not create a right to recover for loss of productivity. However, where Seller can establish entitlement to loss of productivity under another Article, Seller’s recovery is subject to the additional requirements contained herein.

- (a) Time Limits.
 - (1) Seller must initiate any request for adjustment (excluding profit) for loss of productivity within 14 days from the beginning of the loss of productivity. A request for adjustment must be initiated by written notice to the Procurement Representative and must explicitly state that the request is due to loss of productivity. Seller may not recover for loss of productivity occurring more than 14 days prior to Seller’s initiating its request.
 - (2) After initiating its request for adjustment, Seller must attend the weekly productivity meetings addressed in clause (b). The purpose of the weekly meetings is to enable Company to verify the loss of productivity claimed by Seller, and to allow both parties to work together to mitigate future loss of productivity.
- (b) Weekly Productivity Meeting.
 - (1) After Seller has initiated its request for adjustment for loss of productivity, Company will establish a weekly meeting to address loss of productivity. Seller, and a representative from each subcontractor to Seller that incurred a loss of productivity in the prior week, must attend the weekly productivity meeting.
 - (2) At the weekly productivity meeting, Seller and each subcontractor to Seller must address:
 - (i) any loss of productivity incurred during the prior week;
 - (ii) specifics regarding that loss of productivity; and
 - (iii) how to mitigate or avoid that loss in the current week and future weeks.
 - (3) Seller and each subcontractor to Seller attending the weekly meeting must:
 - (i) identify the specific impacted tasks (by type and area) on which it suffered a loss of productivity in the prior week;
 - (ii) by each impacted task and area, estimate the percentage loss of productivity suffered the prior week and explain the basis of this estimate;
 - (iii) by each impacted task and area, identify the total labor hours expended the prior week, and of that total, identify the number of labor hours the subcontractor attributes to loss of productivity;
 - (iv) by each impacted task and area, identify the change(s) in working conditions that caused the loss of productivity for the prior week – if more than one cause is identified, estimate the loss of productivity attributable to each

- cause. If a cause is due to changed work, identify the specific changes;
- (v) list by name and position any employee for whom loss of productivity is claimed due to excessive overtime; and
- (vi) suggest ways to mitigate or avoid the loss of productivity going forward.
- (4) Attendance and presentation at the weekly meeting of all the information required in subclause (3) must be a condition precedent to recovery of any amount for loss of productivity for the prior week.
- (5) When Seller no longer experiences a loss of productivity for which it seeks an upward adjustment to the Subcontract price, Seller may submit a written request to the Procurement Representative to cancel the weekly productivity meetings and the Procurement Representative will cancel the meetings.
- (c) No profit. Seller and subcontractors to Seller may not receive profit on requests for adjustment due to loss of productivity.

57. ADJUSTMENTS [JAN 2026]

- (a) Applicability. Articles appearing elsewhere in this Agreement that provide for an adjustment or for an equitable adjustment are supplemented by this Article
- (b) Seller's Proposal. Requests for adjustments or equitable adjustments, whether submitted in response to a request by Company for a proposal or submitted on Seller's initiative, must include an itemized breakdown of cost for Seller and each lower-tier subcontractor in at least the following detail:
 - (1) Direct Costs. For changes in which the total cost is greater than \$10,000, Seller will separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an adjustment or equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, Seller will propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:
 - i. Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);
 - ii. Labor cost broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit, and any labor cost burdens carried in employer's overhead rate);
 - iii. Cost of equipment required to perform the work, identified with material to be placed or operation to be performed;
 - iv. Cost of preparation or revision to shop drawings and other submittals with details for material costs and labor costs as set forth in this Article above at (b)(1)(i) and (ii);
 - v. Delivery costs, if not included in material unit costs;
 - vi. Time-related costs not separately identified as direct costs, and not included in the Seller's or lower-tier subcontractors' overhead rates, as specified below in (b)(2) of this Article; and
 - vii. Other direct costs.
 - (2) Extensions of Time and Time-related Costs. Seller will propose a daily rate for itself and each subcontractor's time-related costs during the affected period, and, for each subcontractor, the increase or decrease in the number of work days of performance attributable to the change or other condition giving rise to entitlement to an adjustment or equitable adjustment, with supporting analysis. Entitlement to any time and time-related costs will be determined as follows:
 - i. Increases or decreases to a subcontractor's time-related costs will be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition giving rise to entitlement to an adjustment or equitable adjustment.
 - ii. Seller will not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the Agreement.
 - iii. Costs may be characterized as time-related costs only if they are incurred solely to support performance of this Agreement and the increase or decrease in such costs is solely dependent upon the duration of a subcontractor's performance of work.
 - iv. Costs may not be characterized as time-related costs if they are included in the calculation of a subcontractor's overhead rate.
 - v. Equitable adjustment of time and time-related costs will not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this Agreement regarding the Seller's project schedule. Otherwise, Seller must not include costs relating to delay schedule analysis, cumulative impacts, loss of productivity, or any time-related costs in its request for an equitable adjustment.

(3) Markups. Seller will not be entitled to any adjustment for bond premiums paid by its lower-tier subcontractor(s). For each subcontractor whose direct costs are separately identified in the proposal, Seller will propose, as applicable, an overhead rate, profit rate, and commission. Each overhead percentage cited below will be construed to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. Commission is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case will they exceed the below ceilings:

	Overhead	Profit	Commission
Category ONE A To Seller and subcontractors on work performed with their own forces negotiated <i>before</i> commencement of work	As negotiated (Subject to Note 3)	As negotiated (Subject to Note 2)	Not Applicable (See Note 7)
Category ONE B To Seller and subcontractors on work performed with their own forces negotiated <i>after</i> commencement of work	10% maximum (See Note 3)	10% maximum (Subject to Note 2)	Not Applicable (See Note 7)
Category TWO X To Seller and subcontractors on work performed by other than their own forces (<i>with</i> certification; see Note 5)	Not Allowed	Not Allowed	1st \$100,000.00 . Next \$150,000.00 = 8% Amount above \$250,000.00 = 6% (See Note 3)
Category TWO Y To Seller and subcontractors on work performed by other than their own forces (<i>without</i> certification; see Note 6)	Not Allowed	Not Allowed	3% (See Note 3)

NOTES:

1. The percentages for overhead and profit for Category ONE (A and B) are subject to negotiation according to the nature, extent, and complexity of the work involved. In no event may overhead (subject to Note 3) and profit for Category ONE B exceed the stated maximum percentage.
2. No profit is allowed under Category ONE (A and B) where recovery is sought under an Article: (i) providing for an adjustment as opposed to an equitable adjustment; or (ii) stating profit is not allowed.
3. Federally approved overhead rates will be: (i) the maximum overhead for Category ONE B; and (ii) the Commission in-lieu-of the Commission stated in the table for Categories TWO (X and Y).
4. The percentage for overhead includes all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.
5. Category TWO X applies where Seller or a higher-tier subcontractor certifies (per clause (c)) the originating lower-tier subcontractor’s request.
6. Category TWO Y applies where Seller or a higher-tier subcontractor does not certify the originating lower-tier subcontractor’s request.
7. EXAMPLE: Seller performs 60% of changed work and subcontracts 40% to a 1st-tier which performs 30% of changed work and subcontracts 10% to a 2nd-tier. The 2nd-tier gets CAT ONE. The 1st-tier gets CAT TWO on 2nd-tier work and CAT ONE on its own work. Seller gets CAT TWO on the 2nd-tier’s work (not 1st-tier’s commission on 2nd-

tier's work), CAT TWO on the 1st-tier's work, and CAT ONE on work Seller performs.

- (c) Deleted Work. Equitable adjustments for deleted work must include credits, limited to the same restrictions for overhead, profit, and commission in clause (b)(3) of this Article.
- (d) Net Change. On proposals covering both increases and decreases in price, the overhead, profit, and commission must be applied to the net change in direct costs for the Seller or the subcontractor performing the work.
- (e) Governing Cost Principles. Proposed direct costs, markups, and proposal preparation costs will be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR 31), as supplemented by Part 931 of the Department of Energy Acquisition Regulation, in effect on the date of this Agreement. Characterization of costs as direct costs, time-related costs, or overhead costs must be consistent with the requesting subcontractor's accounting practices on other work under this Agreement and other contracts.
- (f) Proposal Preparation Costs. Only those reasonable proposal preparation costs incurred in response to the Procurement Representative's written change order or written request for a proposal are recoverable, but only to the extent the costs are fully documented and exclude overhead or profit; provided however, that in no event will Company pay for any proposal preparation costs relating to delay, schedule analysis, cumulative impacts, loss of productivity, or any time-related costs.
- (g) Certification.
 - (1) This clause does not apply when the change to the Agreement price has been agreed upon before commencement of the changed work.
 - (2) When submitting a request for adjustment or an equitable adjustment exceeding \$50,000, the originator of the request (whether Seller or a lower-tier subcontractor), must, as a condition precedent to any recovery, submit sufficient data supporting the request as set forth above and certify as follows:

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].

The aggregate amount of both increased and decreased costs must be used in determining when the dollar threshold requiring certification is met.

- (h) Unilateral Modification. Representative may make adjustments by unilateral modification to the Agreement (for example, for a no-cost change or where the parties fail to agree on an increase or decrease in price or time). The unilateral modification will be final and conclusive between the parties without the right of judicial review unless Seller submits a Claim requesting the Director, Supply Chain Management's Final Decision under the Article titled "Resolution of Disputes" within 60 calendar days after receipt of the unilateral modification.
- (i) Audit. For any Seller request for adjustment or equitable adjustment (or "Claim" under the Article titled, "Resolution of Disputes") exceeding \$100,000.00, Company, or its authorized representative, will have the right during customary business hours to examine, audit, and copy all Seller (and applicable lower-tier subcontractor) books, records, accounts, correspondence, and other evidence relating to the amount of, or entitlement to, the request. Company may choose as its authorized representative the Defense Contract Audit Agency (DCAA) or an independent public accounting firm. Seller must provide adequate workspace in order to conduct the examination and audit. Seller expressly agrees this provision authorizes the DCAA or the selected independent accounting firm to provide a complete audit report to (and discuss with) Company without additional prior approval from Seller, the audited lower-tier subcontractor, or the NNSA.
- (j) Consideration for Adjustment. The final agreed price for any adjustment or equitable adjustment will be deemed to be full consideration for all impact of the change on all elements of the work, whether or not changed, and the Agreement price will be adjusted accordingly.
- (k) Flowdown. Requirements of this Article, including this clause (k), must be flowed down to all lower-tier subcontracts.

58. AUTHORIZED REPRESENTATIVES AND NOTICE [JAN 2026]

Unless otherwise specified, all notices and communications in accordance with or related to this Agreement must 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.

59. 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) In the method or manner of performance of the work.
 - (3) In the Government-furnished property or services.
 - (4) Directing acceleration in the performance of the work.
 - (5) Place of delivery of supplies.
 - (6) Description of services to be performed.
 - (7) Time of performance of the services (*i.e.*, hours of the day, days of the week, etc.).
- (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 clause (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 may not rely upon such direction or instruction and will not be eligible for an equitable adjustment arising from it 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 will 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 may 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 and/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 may 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 may 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.

60. CHANGE ORDER ACCOUNTING [JAN 2026]

Change order accounting is required whenever the estimated cost of a change or series of related changes exceeds \$50,000.00. For each change or series of related changes, Seller must establish and maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. Seller must maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Procurement Representative or the matter is conclusively disposed of in accordance with Article titled "Resolution of Disputes." This Article applies whenever Seller believes the Agreement has been changed, either because of an ordered change or any other reason.

61. WARRANTY OF DESIGN [JAN 2026]

- (a) Seller warrants that the design will be performed in accordance with the Agreement requirements. Design and design related construction not conforming to the Agreement requirements must be corrected at no additional cost to Company. The standard of care for design is defined in clause (b) of the Article titled, "RESPONSIBILITY FOR DESIGN."
- (b) The period of this warranty must commence upon final completion and Company's acceptance of the work, or in the case of Company's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.
- (c) This design warranty will be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.
- (d) The rights and remedies of Company provided for under this Article are in addition to any other rights and remedies provided in this Agreement or by law.

62. WARRANTY OF CONSTRUCTION WORK [JAN 2026]

- (a) In addition to any other warranties in this Agreement, Seller warrants that work performed under this Agreement conforms to the Agreement requirements and is free of any defect in equipment, material, or workmanship performed by Seller or any subcontractor or supplier at any tier.
- (b) This warranty must continue for a period of one year from the date of final acceptance of the work. If Company takes possession of any part of the work before final acceptance, this warranty must continue for a period of one year from the date Company takes possession.
- (c) Seller must remedy at Seller's expense any failure to conform, or any defect. In addition, Seller must remedy at Seller's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of Seller's failure to conform to applicable requirements, or any defect of equipment, material, or workmanship.
- (d) Seller must restore any work damaged in fulfilling the terms and conditions of this Article. Seller's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- (e) Company will notify Seller, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If Seller fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Company will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Seller's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, Seller must: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for Company's benefit, as directed; and (3) enforce all warranties for Company's benefit, as directed.
- (h) If Seller's warranty under clause (b) of this Article has expired, Seller agrees to subrogate any of its rights and to aid Company in enforcing lower-tier subcontractor's, manufacturer's, or supplier's warranties.
- (i) Unless a defect is caused by the negligence of Seller or subcontractor or supplier at any tier, Seller will not be liable for the repair of any defects of material furnished by Company, nor for the repair of any damage that results from any defect in Government-furnished material.
- (j) This warranty will not limit Company's rights with respect to latent defects, gross mistakes, or fraud under FAR 52.246-12 *Inspection of Construction* (AUG 1996), which is incorporated by reference in the Article titled, "Clauses Incorporated by Reference" of this Agreement.

63. 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 the 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 Agreement 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 Agreement. 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: <https://www.energy.gov/ehss/articles/suspect-counterfeit-defective-fastener-inspection>).
 - (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 the Seller. In addition to other rights provided by law or this contract, Company may reject the item or equipment provided by the 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) and/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 the Procurement Representative. Equipment or material for which unauthorized substitution is made will be considered suspect/counterfeit.

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

65. BACKCHARGE WORK [JAN 2026]

- (a) Backcharge work is a cost sustained by Company or the Government and chargeable to Seller for the performance of work which is Seller's responsibility under this Agreement.

- (b) Upon identification of an actual or anticipated backcharge, Company will provide Seller a written notice which will describe the work to be performed, the schedule for performance, and the cost to be charged Seller. The cost may include: (1) actual labor cost; (2) actual material cost including transportation; and (3) taxes, levies, duties, and assessments.
- (c) Seller is required to accept the backcharge or reperform work at Seller's cost. If Seller refuses to accept the backcharge or agree to reperform within 24 hours after receipt of Company's notice, Company may proceed with the backcharge work and setoff the cost against Seller's payment.

66. COMPANY'S RIGHT TO SETOFF [JAN 2026]

Company may collect any amount determined by the Procurement Representative to be owed to Company by setting off such amount or portion thereof against any payment due Seller under this or any other Agreement Seller has with Company.

67. TERMINATION FOR CONVENIENCE [JAN 2026]

- (a) Company may terminate performance of work under this Agreement in whole or, from time to time, in part if Company determines that a termination is in Company's best interest. Company will terminate by delivering to Seller a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by Company, Seller must immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this Article), except as necessary to complete the continued portion of the Agreement.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to Company, as directed by Company, all interest of Seller under the subcontracts terminated, in which case Company may settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval of Company, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
 - (6) As directed by Company, transfer title and deliver to Company—
 - (i) Work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) Completed or partially completed plans, drawings, information, and other property that, if the Agreement had been completed, would be required to be furnished to the Company.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that Company may direct, for the protection and preservation of property related to this Agreement that is in Seller's possession and in which Company has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by Company, any property of the types referred to in subclause (b)(6); *provided*, however, that Seller: (1) is not required to extend credit to any purchaser; and (2) may acquire the property under conditions prescribed by, and at prices approved by, Company. The proceeds of any sale will be applied to reduce any payments to be made by Company under this Agreement.
- (c) Seller must submit complete termination inventory schedules within 120 calendar days from the effective date of termination.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the FAR, Seller may submit to Company a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by Company. Seller may request Company to remove those items or enter into an Agreement for their storage. Within 15 calendar days, Company will remove them or enter into a storage Agreement. Company may verify the list upon removal of the items, or if stored, within 45 calendar days from submission of the list, and must correct the list, as necessary, before final settlement.
- (e) After termination, Seller must submit a final termination settlement proposal to Company in the form and with the certification prescribed by Company. Seller must submit the proposal promptly, but no later than six months from the effective date of termination, unless extended in writing by the Procurement Representative upon written request of Seller within this six-month period. However, if Company determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If Seller fails to submit the proposal within the time allowed, Company may determine, on the basis of information available, the amount, if any, due Seller because of the termination and must pay the amount determined.
- (f) Subject to clause (e) of this Article, Seller and Company may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this clause (f) or clause (g) of this Article, exclusive of costs shown in clause (g)(3) of this Article, may not exceed the total Agreement price as reduced by: (1) the amount of payments

- previously made; and (2) the Agreement price of work not terminated. The Agreement will be modified, and Seller paid the agreed amount. Clause (g) of this Article will not limit, restrict, or affect the amount that may be agreed upon to be paid under this clause.
- (g) If Seller and Company fail to agree on the whole amount to be paid because of the termination of work, Company will pay Seller the amounts determined by Company as follows, but without duplication of any amounts agreed on under clause (f) of this Article:
- (1) The Agreement price for completed supplies or services accepted by Company (or sold or acquired under clause (b) (9) of this Article) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of—
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under clause (g)(1) of this Article;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement, if not included in subdivision (g)(2)(i) of this Article; and
 - (iii) A sum, as profit on subdivision (g)(2)(i) of this Article, determined by Company under 49.202 of the FAR in effect on the date of this Agreement, to be fair and reasonable; however, if it appears that Seller would have sustained a loss on the entire Agreement had it been completed, Company must allow no profit under this subdivision (g)(2)(iii) and must reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable costs of settlement of the work terminated, including—
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that Company expressly assumed the risk of loss, Company will exclude from the amounts payable to Seller under clause (g) of this Article, the fair value, as determined by Company, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Company or to a Procurement Representative.
- (i) The cost principles and procedures of Part 31 of the FAR, in effect on the date of this Agreement, will govern all costs claimed, agreed to, or determined under this Article.
- (j) Seller must separately track all proposal preparation costs relating to delay, schedule analysis, cumulative impacts, loss of productivity, or any time-related costs and must exclude such named proposal preparation costs from its termination settlement proposal. In no event will Company pay for any such named proposal preparation costs.
- (k) In arriving at the amount due Seller under this Article, there must be deducted—
- (1) All unliquidated advance or other payments to Seller under the terminated portion of this Agreement;
 - (2) Any claim which Company has against Seller under this Agreement; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Seller or sold under the provisions of this Article and not recovered by or credited to Company.
- (l) If the termination is partial, Seller may file a proposal with Company for an equitable adjustment of the price(s) of the continued portion of the Agreement. Company must make any equitable adjustment agreed upon. Any such proposal by Seller must be requested within 90 calendar days from the effective date of termination unless extended in writing by Company. If Seller fails to submit such proposal within the time allowed, Company may determine the amount, if any, due Seller and pay that amount.
- (m) (1) Company may make partial payments and payments against costs incurred by Seller for the terminated portion of the Agreement, if Company believes the total of these payments will not exceed the amount to which Seller will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, Seller must repay the excess to Company upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 41 U.S.C. § 7109(b). Interest will be computed for the period from the date the excess payment is received by Seller to the date the excess is repaid. Interest may not be charged on any excess payment due to a reduction in Seller's termination settlement proposal because of retention or other disposition of termination inventory until 10 calendar days after the date of the retention or disposition, or a later date determined by Company because of the circumstances.
- (n) Unless otherwise provided in this Agreement or by statute, Seller must maintain all records and documents relating to the terminated portion of this Agreement for three years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Agreement. Seller must make these records and documents available to Company, at Seller's office, at all reasonable times, without any direct charge. If approved by Company, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- (o) (1) If Seller failed to submit the termination settlement proposal or request for equitable adjustment within the time

provided in clause (e), or (l), respectively, the Procurement Representative’s determination under either said clause will be final and conclusive without the right of judicial review.

- (2) If Seller submits the termination settlement proposal or request for equitable adjustment within the time provided in clauses (e), or (l), the Procurement Representative’s determination under clauses (e), (g), or (l) will be final and conclusive without the right of judicial review unless Seller submits a Claim requesting a Final Determination from Company under the Article titled, “Resolution of Disputes” within 60 calendar days after receipt of a determination under clauses (e), (g), or (l).

68. TERMINATION FOR DEFAULT [JAN 2026]

- (a) Company may, subject to clauses (c) and (d) of this Article, by written notice to Seller terminate the right to proceed with the work (or a separable part of the work) if Seller: (1) refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Agreement; (2) fails to complete the work within this time; (3) persistently disregards laws, safety or environmental regulations, ordinances or the instructions of Company; or (4) fails to comply with any substantive requirement of this Agreement. In this event, Company may take over the work and complete it by contract or otherwise, and may take possession and use any materials, appliances, and plant on the work site necessary for completing the work. Seller and its sureties will be liable for any damage to Company resulting from the termination, including any increased cost incurred by Company in completing the work.
- (b) Seller’s right to proceed will not be terminated, nor Seller charged with damages under this Article if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Seller (Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a subcontract with Company, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Seller and the subcontractors or suppliers); and
 - (2) Seller, within 10 calendar days from the beginning of any delay (unless extended by Company), notifies Company in writing of the causes of delay. Company will ascertain the facts and the extent of delay. If the facts warrant, the Procurement Representative will extend the time for completing the work.
- (c) If, after termination of Seller’s right to proceed, it is determined that Seller was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
- (d) The rights and remedies of Company in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

69. 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.

70. CLAUSES INCORPORATED BY REFERENCE [JAN 2026]

- (a) The clauses listed in the table below are incorporated herein by reference. Full text 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 text 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) Paragraph (a) of FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions;
 - (iii) Exhibit 7 – Classified Inventions;
 - (iv) DEAR 970.5227-5, Notice and Assistance Regarding Patent and Copyright Infringement; and
 - (v) DEAR 970.5208-1, Printing.

THE FOLLOWING CLAUSES ARE INCORPORATED INTO THIS AGREEMENT:		
Clause Number	Title and Date	Instructions
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)	Applies if Agreement 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 subsection (g).
DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)	None.
DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2010), paragraphs (a) through (h)	Applies where costs incurred are a factor in determining the amount payable to Seller. "Government" means the "United States Government" and "Contracting Officer" means the "DOE/NNSA Contracting Officer for Prime Contract DE-NA0001942" with the Company.
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 52.204-23	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 52.211-5	Material Requirements (AUG 2000)	Applies in subcontracts for supplies that are not commercial products.
FAR 52.215-15	Pension Adjustments and Asset Reversion (OCT 2010)	Applicable when it is anticipated that cost and pricing data will be required.
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	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 (SEP 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 52.225-9	Buy American Act - Construction Materials (May 2014)	For Agreements valued at less than \$6,708,000.00.
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 52.236-7	Permits and Responsibilities (NOV 1991)	None.
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)	None.
FAR 52.236-10	Operations and Storage Areas (APR 1984)	None.
FAR 52.236-11	Use and Possession Prior to Completion (APR 1984)	None.
FAR 52.236-12	Cleaning Up (APR 1984)	None.
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 52.246-12	Inspection of Construction (AUG 1996)	None.
FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels (NOV 2021)	None.
UCN-22427	Subcontractor Travel Policy (JUN 2025) (Company)	Applies to all subcontracts requiring travel.

UCN-22433	Nuclear Hazards Indemnity Agreement (JUL 2017) (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 Data (JUL 2014) (Company)	None.
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.

THE FOLLOWING CLAUSES ARE INCORPORATED IF 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:

Clause Number	Title and Date	Instructions
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.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$2,000.00:

Clause Number	Title and Date	Instructions
FAR 52.222-6	Construction Wage Rate Requirements (AUG 2018)	The required poster is available at: https://www.dol.gov/whd/regs/compliance/posters/davis.htm
FAR 52.222-7	Withholding of Funds (MAY 2014)	None.
FAR 52.222-8	Payrolls and Basic Records (JUL 2021)	None.
FAR 52.222-9	Apprentices and Trainees (JUL 2005), excluding paragraph (c)	Paragraph (c) is “Reserved.”
FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	None.
FAR 52.222-11	Subcontracts (Labor Standards) (MAY 2014)	None.
FAR 52.222-12	Contract Termination - Debarment (MAY 2014)	None.
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)	None.
FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None.
FAR 52.222-15	Certification of Eligibility (MAY 2014)	None.
FAR 52.222-16	Approval of Wage Rates (MAY 2014)	None.
FAR 52.222-55	Minimum Wages Under Executive Order 14026 (JAN 2022)	Applies if this Agreement exceeds \$2,000.00 or a portion of the work identified is covered by the Davis-Bacon Act.
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	Applies in accordance with Paragraph (m).

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

THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$10,000.00:		
Clause Number	Title and Date	Instructions
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	Applies if accordance with Paragraph (f).

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$20,000.00:		
Clause Number	Title and Date	Instructions
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.

THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$25,000.00:		
Clause Number	Title and Date	Instructions
UCN-22345	Workplace Substance Abuse Program & 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.

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

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

THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$100,000.00:		
Clause Number	Title and Date	Instructions
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.
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THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$200,000.00:

Clause Number	Title and Date	Instructions
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.
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 equals or exceeds \$200,000.00.
FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	Applies if FAR 52.222-35 applies.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$350,000.00:

Clause Number	Title and Date	Instructions
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)	None.
FAR 52.215-2	Audit and Records - Negotiation (OCT 2010)	None.
FAR 52.219-8	Utilization of Small Business Concerns (JAN 2025)	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 52.244-2	Subcontracts (OCT 2010) with Alternate I (JUN 2007)	Insert in Paragraph (d): “Any subcontract or purchase order for other than “commercial product” or “commercial service” exceeding the simplified acquisition threshold. (“Commercial product” and “commercial service” have the meanings contained in FAR 2.101, Definitions.)”
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 2025)	Applies if the Agreement involves international air transportation.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$500,000.00:

Clause Number	Title and Date	Instructions
DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None.
DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for FY 1993 (DEC 2000)	None.
FAR 52.204-14	Service Contract Reporting Requirements (OCT 2016)	Applies if this Agreement has an estimated total value of \$500,000 or greater, except for indefinite-delivery Agreements.
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)	Applies if this Agreement has an estimated total value of \$500,000 or greater, except for indefinite-delivery Agreements.

THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$1,000,000.00:

Clause Number	Title and Date	Instructions
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.
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THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$2,000,000.00:		
Clause Number	Title and Date	Instructions
FAR 52.219-9	Small Business Subcontracting Plan (JAN 2017) (Alternate II) (NOV 2016)	Applicable in subcontracts other than small business concerns that offer subcontracting possibilities.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$2,500,000.00:		
Clause Number	Title and Date	Instructions
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2011)	None.
FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (JUN 2020)	Not used when FAR 52.215-10 is applicable
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (JUN 2020)	None.
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data-Modification (JUN 2020)	None.
UCN-22380	Cost Accounting Standards-Clauses (FEB 2019) (Company)	Ref. FAR 52.230-2.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$6,000,000.00:		
Clause Number	Title and Date	Instructions
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	Applies if the period of performance is 120 days or more. 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.
FAR 52.203-14	Display of Hotline Poster(s) (b)(3) (OCT 2015)	DOE Hotline Poster is available at: http://energy.gov/ig/downloads/office-inspector-general-hotline-poster

THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EQUALS OR EXCEEDS \$6,708,000.00:		
Clause Number	Title and Date	Instructions
FAR 52.225-11	Buy American Act – Construction Materials under Trade Agreements (NOV 2013)	Include ALT I (MAY 2014) in Agreements valued at less than \$13,296,489.00.

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):		
Clause Number	Title and Date	Instructions
DEAR 970.5208-1	Printing (DEC 2000)	“Government” retains its meaning.