GENERAL TERMS & CONDITIONS
Fixed-Price (FP MAR 2026)

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1. DEFINITIONS *[JAN 2026]*

The following terms must have the meanings below:

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

2. ORDER OF PRECEDENCE *[JAN 2026]*

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

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

3. ACCEPTANCE OF TERMS AND CONDITIONS *[JAN 2026]*

(a) Seller, by signing this Agreement, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment.
(b) This Agreement sets forth the entire Agreement between Company and Seller concerning the subject matter of this Agreement. To avoid any doubt, this Agreement supersedes all prior and contemporaneous negotiations, understandings, and Agreements, whether oral or written, relating to the subject matter hereof, and it supersedes and takes precedence over any conflicting or supplemental terms and conditions included in any Seller proposal, quote, 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 must 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 must be valid unless such waiver is in a writing signed by the Procurement Representative. Any waiver must be strictly construed and must 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 must 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 will act in performance of this Agreement as an independent contractor and not as an agent for Company or the Government in performing this Agreement, 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: (i) 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 (ii) 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, 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:

<u>Y-12:</u>

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 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.

(b) If Seller plans to offer a deliverable that involves IT that is not initially compliant, then Seller agrees to:
  (1) Obtain the Procurement Representative's approval before starting work on the deliverable; and
  (2) Have IPv6 technical support for fielded product management, development, and implementation available.

(c) Should Seller find that the Statement of Work or Specifications of this Agreement do not conform to IPv6 standards, Seller must notify the Procurement Representative of such nonconformance and act in accordance with the instructions of the Procurement Representative.

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; and (4) information which Seller can demonstrate was received by it from a third party who did not required 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) 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.
(e) This Article governs the use and disclosure obligations related to Protected Information disclosed after the effective date of this Agreement. To the extent that prior to the effective date of this Agreement, Seller and Company entered into a Non-Disclosure Agreement (NDA), or similar document, this Article will supersede and replace such NDA for purposes of governing Protected Information used or disclosed pursuant to this Agreement.
(f) Nothing in this Article is intended to prevent Seller from disclosing proprietary or confidential information to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
(g) Flowdown. Requirements of this Article, including this clause (g), must be flowed down to all lower-tier subcontracts.

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) 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 — SUPPLIES *[JAN 2026]*

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

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," included in this Agreement or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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

22. PATENT INDEMNITY (Ref. FAR 52.227-3, DEC 2007) *[JAN 2026]*

(a) Seller must indemnify Company and the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an 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 the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this Agreement, or out of the use or disposal by or for the account of Company or the Government of such supplies or construction work.

(b) This indemnity will not apply unless Seller has been informed as soon as practicable by Company or Government of the suit or action alleging such infringement and has been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity will not apply to—

(1) An infringement resulting from compliance with specific written instructions of Company directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by Seller;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

23. 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.

24. TRAVEL REIMBURSEMENT *[JAN 2026]*

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

25. PAYMENT *[JAN 2026]*

(a) Company will pay Seller, upon the submission of proper invoices or vouchers (if required), the prices stipulated in this Agreement for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Agreement. Unless otherwise specified in this Agreement, payment must be made on partial deliveries accepted by Company if the amount due on the deliveries warrants it.

(b) Unless otherwise provided, terms of payment will be net 30 calendar days from the latter of: (1) submission of Seller's proper invoice, if required (unless such invoice is not approved); or (2) delivery of supplies/completion of work if invoice is not required. Any offered discount must be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check or electronic funds transfer, at the option of Company. Payment will be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

(c) If an invoice is required under the terms of this subcontract, 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 a Senior Director, Supply Chain Management's Final Decision under the Article titled, "Resolution of Disputes" within 60 calendar days after receipt of the Procurement Representative's determination.

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

26. INTEREST *[JAN 2026]*

(This Article does not apply if Seller is a nonprofit organization or a state or local government or instrumentality.)

All amounts that become due to Company by Seller under this Agreement 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."

27. 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 (if for an Agreement related to Y-12) must be brought in either Anderson, Knox, or Roane County, Tennessee, in the Circuit or Chancery Court, as appropriate.

(3) THE PARTIES AGREE TO TRIAL BY JUDGE ALONE AND HEREBY WAIVE ANY RIGHT TO DEMAND A TRIAL BY JURY.

(4) If a court awards interest of any kind, interest must be simple interest at the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 7109(b)). If a court awards prejudgment interest, interest must accrue from no earlier than the date a Claim is received by the Senior Director, Supply Chain Management.

(g) Subject to (f)(1), the resolution of all issues arising from or relating to this Agreement will be governed to the maximum extent practicable by the common law of federal contracts; provided, however, that: (1) the "Christian Doctrine" will not apply, meaning that federal procurement clauses (e.g., the FAR, including agency supplements) or portions thereof not appearing in this Agreement will not be read into this Agreement; and (2) where the language of any Article, provision, or term herein differs from the language of a federal procurement clause, provision, or term, the differing language of this Agreement will control. Where the common law of federal contracts does not apply, then subject to (f)(1), resolution must be governed by the laws of the State of Tennessee, without regard to its Conflicts of Laws rules.

(h) There must be no interruption in the performance of the work, and Seller must proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under or related to this Agreement between the parties or between Seller and its lower-tier subcontractors.

(i) The contractual remedies in this Article may not be deemed to waive, postpone the running of, extend, or otherwise affect any statute of limitation applicable to any request for payment or Claim.

28. 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.

29. 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.

30. SPECIFICATIONS, DRAWINGS AND OTHER TECHNICAL DATA *[JAN 2026]*

(a) Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications will govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter must be promptly submitted to the Procurement Representative, who will promptly make a determination in writing. Any adjustment by Seller without such a determination will be at its own risk and expense.

(b) "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. The term includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance, test data, other technical 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.

(c) If this Agreement requires shop drawings, Seller will 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. 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 and other technical data, nor from responsibility for complying with the requirements of this Agreement, except with respect to variations described and approved in accordance with clause (d) of this Article.

(d) 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.

31. 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.

32. SUBCONTRACTORS, OUTSIDE ASSOCIATES, AND CONSULTANTS *[JAN 2026]*

Any subcontractors, 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.

33. 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 of 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.

34. 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.

35. 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 or 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.

36. 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 will 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 will 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."

37. 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 will 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.

38. 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 *before* 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 *after* 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 (*with* 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 (*without* 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 per forms 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 $50,000.00, 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. The Procurement 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.

39. REQUIREMENTS FOR REGISTRATION OF DESIGNERS *[JAN 2026]*

Architects or engineers who are registered to practice in their particular professional fields 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.

40. 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.

41. CHANGES *[JAN 2026]*

(a) The Procurement Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:
(1) Drawings, designs, or specifications;
(2) Method of shipment or packing;
(3) In the method or manner of performance of the work;
(4) In the Government-furnished property or services;
(5) Directing acceleration in the performance of the work;
(6) Place of delivery of supplies;
(7) Description of services to be performed;
(8) Time of performance of the services (*i.e.,* hours of the day, days of the week, etc.); or
(9) Place of performance of the services.
(b) If any such change causes a difference in the cost, or the time required for performance, Company will, subject to the submission requirement in 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 there from, 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 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.

42. 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 the 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.

43. WARRANTY OF SUPPLIES *[JAN 2026]*

(a) Definitions. As used in this Article.

"Acceptance" means the act of an authorized representative of Company acknowledging that supplies conform with requirements of the Agreement.

"Supplies" means the end items furnished by Seller and related services required under this Agreement.

(b) General. Notwithstanding acceptance by Company or any provision concerning the conclusiveness thereof, Seller warrants that for one year after delivery all supplies furnished under this Agreement will be free from defects in material or workmanship and will conform with all requirements of this Agreement.

(c) Remedies. (1) Company will give written notice to Seller of any breach of warranties in clause (b) within 45 calendar days after discovery of the defect.

(2) Within a reasonable time after the notice, Company may either—

(i) Require the prompt correction or replacement of supplies that do not conform with the requirements of this Agreement; or

(ii) Retain such supplies and reduce the price by an amount equitable under the circumstances.

(3) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit will be borne by Seller.

(4) Corrected or replaced supplies are subject to this Article to the same extent as supplies initially delivered. The warranty must be equal in duration to that in clause (b) and must run from the date of delivery of the corrected or replaced supplies.

(d) Sampling. (1) If the Agreement provides for inspection by sampling, conformance of supplies subject to warranty will be determined by the sampling procedures in the Agreement. Company—

(i) May, for sampling purposes, group any supplies delivered under this Agreement;

(ii) May use a sample of the size required by the sampling procedures for the quantity of supplies on which warranty action is proposed;

(iii) May project warranty sampling results over supplies in the same shipment or in other shipments; and

(iv) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(2) Within a reasonable time after notice of any breach of the warranties Company may exercise one or more of the following options:

(i) Require an equitable adjustment in the price for any group of supplies;

(ii) Screen the supplies grouped for warranty action under this Article at Seller's expense and return nonconforming supplies to Seller for correction or replacement; and

(iii) Return the supplies grouped for warranty action under this Article to Seller (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(e) (1) Company may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to Seller the cost occasioned to Company thereby if Seller—

(i) Fails to deliver corrected or replaced supplies within the time established for their return; or

(ii) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 calendar days (or such longer period as Company may authorize in writing) after receipt of notice from Company specifying such failure.

(2) Instead of correction or replacement by Company, Company may require an equitable adjustment of the price. In addition, if Seller fails to furnish timely disposition instructions, Company may dispose of the nonconforming supplies for Seller's account in a reasonable manner. Company is entitled to reimbursement from Seller, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(f) The rights of Company in this Article are in addition to its rights under any other Article of this Agreement.

44. WARRANTY OF SERVICES *[JAN 2026]*

(a) Definition. "Acceptance," as used in this Article, means the act of an authorized representative of Company approving specific services as partial or complete performance of the Agreement.

(b) Notwithstanding inspection and acceptance by Company or any provision concerning the conclusiveness thereof, Seller warrants that all services performed under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement. Company will give written notice of any defect or nonconformance to Seller within six months from the date of acceptance. This notice will state either—

(1) That Seller must correct or reperform any defective or nonconforming services; or

(2) That Company does not require correction or reperformance.

(c) If Seller is required to correct or reperform, it will be at no cost to Company, and any services corrected or reperformed by Seller will be subject to this Article to the same extent as work initially performed. If Seller fails or

refuses to correct or reperform, Company may, by contract or otherwise, correct or replace with similar services and charge to Seller the cost occasioned to Company thereby, or make an equitable adjustment in the price.

(d) If Company does not require correction or reperformance, Company will make an equitable adjustment in the price.

45. 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 ripe, 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) 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.

46. DEFECT IDENTIFICATION AND REPORTING *[JAN 2026]*

(a) Seller and its suppliers must identify and report in writing to Company any actual or potentially defective item or service provided in accordance with the requirements of this Article. The written report must contain sufficient information to permit Company to evaluate the impact of such deficiencies.

(b) Notification of Defects. Seller must notify Company in writing within two calendar days upon knowledge of an actual or potentially defective item or service which has been provided to Company or to Seller. If the first notification, due to anticipated severity or significance of impact, is by means other than in writing, a written report must be submitted within five calendar days from the date of notification. The notification must contain the following:
(1) Name and address of the person making the notification;
(2) Nature of the defect and any substantial safety hazard that could result, if known; and
(3) Description of the defective item or service, including the following specific information—
(i) Manufacturer's name;
(ii) Item model number(s);
(iii) Name and addresses of the original and any intermediate supplier;
(iv) Potential failure modes;
(v) Identification of the facilities where the defective item(s) or service(s) have been supplied, to the extent known;
(vi) Actions that have been taken or are being planned to correct the defective item(s) or service(s), including designation of the organization responsible for implementing the corrective actions and schedule for completion; 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) 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.

47. 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 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) for materials, services, or facilities, 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 right, title, and 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) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
    (ii) The completed or partially completed plans, drawings, information, and other property that, if the Agreement had been completed, would be required to be furnished to 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 the 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) of this Article; provided, however, that Seller: (i) is not required to extend credit to any purchaser; and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, Company. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Company under this Agreement, credited to the price or cost of the work, or paid in any other manner directed by Company.

(c) Seller must submit complete termination inventory schedules no later than 120 calendar days from the effective date of termination, unless extended in writing by Company upon written request of Seller within this 120-day period.

(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 accept title to those items and 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 subclause (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 subclause (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 subclause (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).

48. TERMINATION FOR DEFAULT *[JAN 2026]*

(a) (1) Company may, subject to clauses (c) and (d) of this Article, by written notice of default to Seller, terminate this Agreement in whole or in part if Seller fails to—
  (i) Deliver the supplies or to perform the services within the time specified in this Agreement or any extension;
  (ii) Make progress, so as to endanger performance of this Agreement (but see subclause (a)(2) of this Article); or
  (iii) Perform any of the other provisions of this Agreement (but see subclause (a)(2) of this Article).
  (2) Company's right to terminate this Agreement under subdivisions (a)(1)(ii) and (1)(iii) of this Article, may be exercised if Seller does not cure such failure within 10 calendar days (or more if authorized in writing by Company) after receipt of the notice from Company specifying the failure.

(b) If Company terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner, Company considers appropriate, supplies or services similar to those terminated, and Seller will be liable to Company for any excess costs for those supplies or services. However, Seller will continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, Seller will not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of Seller. Examples of such causes include: (1) acts of God or of the public enemy; (2) acts of the Government in either its sovereign or contractual capacity; (3) fires; (4) floods; (5) epidemics; (6) quarantine restrictions; (7) strikes; (8) freight embargoes; and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of Seller.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Seller and subcontractor, and without the fault or negligence of either, Seller will not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for Seller to meet the required delivery schedule.

(e) If this Agreement is terminated for default, Company may require Seller to transfer title and deliver to Company, as directed by Company, any: (1) completed supplies; and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this Article) that Seller has specifically produced or acquired for the terminated portion of this Agreement. Upon direction of Company, Seller must also protect and preserve property in its possession in which Company has an interest.

(f) Company will pay the Agreement price for completed supplies delivered and accepted. Seller and Company must agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Company may withhold from these amounts any sum Company determines to be necessary to protect Company against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience.

(h) 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.

49. 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.

50. SURVIVAL *[NOV 2025]*

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.

51. 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) Exhibit 7 – Classified Inventions;
(iii) Paragraph (a) of FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions;
(iv) DEAR 970.5227-5, Notice and Assistance Regarding Patent and Copyright Infringement; and 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 Paragraph (g).
DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)	None.
DEAR 970.5232-3	Accounts, Records, and Inspections (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 and other 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 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	None.
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)	Applies to subcontracts above the micro-purchase threshold. The definition and current dollar values are located at FAR 2.101(b).
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None.
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)	Applies to subcontracts with small business concerns.
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (OCT 2025), excepting paragraphs (c)(1)(xi) and (c)(1)(xii)	Paragraphs (c)(1)(xi) and (c)(1)(xii) are “Reserved.”
FAR 52.246-2	Inspection of Supplies –Fixed Price (AUG 1996)	None.
FAR 52.246-4	Inspection of Services – Fixed Price (AUG 1996)	None.
FAR 52.246-16	Responsibility of Supplies (APR 1984)	None.
FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels (NOV 2021)	None.
UCN-22427	Subcontractor Travel Policy (JUN 2025) (Company)	Applies to all subcontracts requiring travel.
UCN-22433	Nuclear Hazards Indemnity Agreement (AUG 2025) (Company)	The provisions of paragraphs (a) through (k) of 48 CFR 952.250-70 (AUG 2016), Nuclear Hazards Indemnity Agreement are incorporated by reference into this

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

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 $15,000.00:		
Clause Number	**Clause Number**	**Clause Number**
FAR 52.225-1	Buy American Act – Supplies (FEB 2009)	But see exceptions at FAR 25.1101(a)(1), e.g., information technology that is a commercial item.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS $20,000.00:		
Clause Number	**Clause Number**	**Clause Number**
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) (Company)	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.

THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS $200,000.00:		
Clause Number	**Clause Number**	**Clause Number**
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 (DEC 2024)	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 $500,000.00 or greater, except for indefinite-delivery Agreements.
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)	Applies to indefinite-delivery Agreements with an estimated total value of $500,000.00 or greater

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

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.

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 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.