

# GENERAL TERMS & CONDITIONS

## Individuals (IND JAN 2026)

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## **1. DEFINITIONS [JAN 2026]**

The following terms shall have the meanings below:

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

## **2. ORDER OF PRECEDENCE [JAN 2026]**

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

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

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

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

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

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

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

- (a) Funding. Company will make all payments under this Agreement from Government funds advanced and agreed to be advanced by DOE, and not from its own funds. In almost all circumstances, funds recovered by Company from Seller are Government funds.
- (b) Administration. Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s), and to the extent of such transfer and upon notice thereof to Seller, Company will have no further responsibilities hereunder.
- (c) Company Right to Recovery. If Company seeks recovery from Seller, Seller agrees it will not plead, assert or raise in any manner a defense that Company has no right to recover: (1) because Company itself, rather than DOE/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]**

- (a) Neither this Agreement nor Seller's performance hereunder will constitute or create an employee/employer relationship. Seller must act solely as an independent contractor, not as an employee or agent of Company. As an independent contractor, Seller will not be entitled to Workers Compensation or any other employee benefits or other insurance protection provided by Company. However, if Seller was previously a bona fide employee of Company or an affiliate, the retirement and other benefits that Seller may be entitled to as a result of that previous employment will continue uninterrupted in accordance with the terms and conditions of each applicable benefit plan or other program, and such benefits will not be affected by or have any relationship to this Agreement.
- (b) Seller's responsibilities are limited to providing services and Seller has no authority to obligate Company to any Agreement or to exercise any supervision or direction over Company's 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 shall 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]**

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, and anyone working in concert with Seller on this Agreement, must: (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 or individual's cooperation with the OIG, or retaliate or take reprisals against any Seller employee or other individual for cooperating with or disclosing information to the OIG.

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

- (a) Definitions. For the purposes of this Article, the following terms have the meaning set forth below:
  - (1) “Concerned Individual” means a current Seller Employee who expresses an Employee Concern through the Employee Concerns Program.
  - (2) “Discrimination” means adverse treatment of a Concerned Individual because the individual raised an Employee Concern.
  - (3) “Employee Concern” means a good-faith expression by a Concerned Individual that: (1) an activity, policy, or practice of DOE, or one of its contractors or subcontractors — including but not limited to, that which is related to the environment, safety, health, security, quality, and management of DOE facilities or operations — should be improved, modified, or terminated; or (2) he or she has been subjected to HIRD (as defined below herein) 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 the organization to accept, process, and resolve Employee Concerns in a timely manner.
- (c) Seller must provide means to inform its employees and its subcontractor employees regarding their rights and responsibilities to raise any Employee Concern related, but not limited to, the environment, safety, health, security, quality, and management of DOE facilities and operations, as well as (HIRD, to Seller’s Employee Concerns Program, Company’s Employee Concerns Program, or the DOE Employee Concerns Program.
- (1) While Seller Employees are encouraged first to seek resolution with first-line supervisors or organizational managers, or through Seller’s or Seller’s subcontractors’ own existing complaint or dispute-resolution systems, Seller Employees have the right to report Employee Concerns through the Company ECP through the following avenues:

Y-12:

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

Helpline: (865) 576-1900;

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

Form: UCN-21222, *Employee Concerns Submittal*; or

Q&A: <https://home1.y12.doe.gov/answers/>.

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

- (2) Although Employee Concerns may be reported anonymously, the investigation into the Employee Concern may be limited if insufficient information is provided when submitting the Employee Concern. Those who submit Employee Concerns anonymously will not receive a direct response.
- (d) Seller must cooperate with and assist Company in: (1) assessments of Seller’s Employee Concerns Program; and (2) the processing of Seller Employee Concerns that are submitted to Company or the DOE Employee Concerns Program. This includes, but is not limited to, responding to the allegations in the Employee Concern, and making pertinent information, including relevant documentation, available to Company as necessary to address the submitted concern.
- (e) Seller’s resolution of Employee Concerns must be in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of the DOE-related activities under Seller’s or Company’s jurisdiction. Assessments of Seller’s Employee Concerns Program may be used to verify it acted to minimize, correct, or prevent recurrence of the situation that precipitated a concern.
- (f) Seller must implement corrective actions as directed by the Company Procurement Representative.
- (g) Seller must notify Company when it becomes aware that a Seller employee 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.

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

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

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

- (a) If this Agreement involves the acquisition of Information Technology (IT), as defined in FAR 2.101, that uses Internet Protocol (IP) technology, Seller agrees:
  - (1) That all deliverables that involve IT that use IP (products, services, software, etc.) are fully functional in an IPv6-only environment and comply with current IPv6 standards and technical capabilities as defined in the USGv6 Profile available on <https://www.nist.gov>; and
  - (2) To provide IPv6 technical support for fielded product management, development, and implementation.
- (b) If Seller plans to offer a deliverable that involves IT that is not initially compliant, then Seller agrees to:
  - (1) Obtain the Procurement Representative’s approval before starting work on the deliverable; and
  - (2) Have IPv6 technical support for fielded product management, development, and implementation available.
- (c) Should Seller find that the Statement of Work or Specifications of this Agreement do not conform to IPv6 standards, Seller must notify the Procurement Representative of such nonconformance and act in accordance with the instructions of the Procurement Representative.

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

- (a) Definitions. As used in this Article.
  - (1) “Covered system” means—
    - (i) National security systems (as defined at 44 U.S.C. § 3552) and components of such systems;
    - (ii) Nuclear weapons and components of nuclear weapons;
    - (iii) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;
    - (iv) Items associated with the surveillance of the nuclear weapon stockpile; or
    - (v) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.
  - (2) “Covered item of supply” means an item—
    - (i) that is purchased for inclusion in a covered system; and
    - (ii) the loss of integrity of which could result in a supply chain risk for a covered system.
  - (3) “Supply Chain Risk” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.
- (b) Seller must take all prudent actions, and comply with all Company directions (as identified in (c) of this Article), to mitigate supply chain risk when providing covered systems or covered items of supply to Company, and services affecting covered systems or covered items of supply.
- (c) In order to manage supply chain risk, Company may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold consent for Seller to subcontract with a particular source or direct Seller to exclude a particular source from consideration for a subcontract under this Agreement. When Company exercises this authority, it will only provide

Seller with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by Company pursuant to 50 U.S.C. § 2786 will be subject to review in any court.

- (d) Subcontracts. Seller must insert the substance of this Article, including this clause (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

#### **(a) Definitions.**

- (1) As used in this Article “Covered Article” includes –

- (A) “Information Technology” which means –

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

- (B) “Telecommunications Equipment,” which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).

- (C) “Telecommunications Service,” which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

- (D) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or

- (E) Hardware, systems, devices, software, or services that include embedded or incidental Information technology.

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

- (b) Seller must take all prudent actions, and comply with all Company directions (as identified in (c) below), to mitigate Supply Chain Risk when providing Covered Articles or services affecting Covered Articles to Company.
- (c) In order to manage Supply Chain Risk, Company may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for Seller to subcontract with a particular source or direct Seller to exclude a particular source from consideration for a subcontract under this Agreement.
- (d) Subcontracts. Seller must insert the substance of this Article, including this clause (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

### **14. 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.

### **15. CONFIDENTIALITY OF INFORMATION [JAN 2026]**

- (a) To the extent that work under this Agreement requires that Seller be given access to confidential or proprietary business, technical, or financial information belonging to the Government, Company, or other parties (Protected Information), Seller must after receipt thereof, treat such Protected Information as confidential and agrees not to appropriate such Protected Information to its own use or to disclose such Protected Information to third parties during or after the term of

this Agreement unless specifically authorized by Company in writing. The foregoing obligations, however, will not apply to: (1) information which, at the time of receipt by Seller is in public domain; (2) information which is published after receipt thereof by Seller or otherwise becomes part of the public domain through no fault of Seller; (3) information which Seller can demonstrate was in its possession at time of receipt thereof and was not acquired directly or indirectly from Government or Company; (4) information which Seller can demonstrate was received by it from a third party who did not require Seller to hold it in confidence.

- (b) Seller agrees, if requested by Company or DOE, to sign an Agreement identical, in all material respects, to the provisions of this Article, with each company supplying Protected Information to Seller under this Agreement, and to supply a copy of such Agreement to Company.
- (c) Seller agrees that upon request by Company or DOE, it will execute a DOE-approved Agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the Protected Information obtained from the facilities.
- (d) This Article governs the use and disclosure obligations related to Protected Information disclosed after the effective date of this Agreement. To the extent that prior to the effective date of this Agreement, Seller and Company entered into a Non-Disclosure Agreement (NDA), or similar document, this Article will supersede and replace such NDA for purposes of governing Protected Information used or disclosed pursuant to this Agreement.
- (e) Nothing in this Article is intended to prevent Seller from disclosing proprietary or confidential information to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- (f) Flowdown. Requirements of this Article, including this clause (f), must be flowed down to all lower-tier subcontracts

## **16. 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 requirements of this Article. Seller is responsible for flowing down the requirements of this Article to all subcontracts at any tier to the extent necessary to ensure Seller's compliance with the requirements.

## **17. 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.

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

- (a) The Government authorizes and consents to all use and manufacture, in performing this Agreement or any subcontract at any tier, of any invention described in and covered by a United States patent: (1) embodied in the structure or composition of any Article the delivery of which is accepted by Company under this Agreement; or (2) used in machinery, tools, or methods whose use necessarily results from compliance by Seller or a subcontractor with: (i) specifications or written provisions forming a part of this Agreement; or (ii) specific written instructions given by Company directing the manner of performance. The entire liability to the Government or Company for infringement of a patent of the United States will be determined solely by the provisions of the indemnity clause, if any, included in this Agreement or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) Seller must include the substance of this Article, including this clause (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this Article from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

## **19. 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.

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

- (a) Definitions. As used throughout this Article, the following terms will have the meaning set forth below:
  - (1) The term "direct tax" means any tax or duty directly applicable to the completed supplies or services covered by this Agreement, or any other tax or duty from which Seller or this transaction is exempt. The term includes any tax or duty directly applicable to the importation, production, processing, manufacture, construction, sale, or use of such supplies or services; it also includes any tax levied on, with respect to, or measured by sales, receipt from sales, or use of the supplies or services covered by this Agreement. The term does not include transportation taxes, unemployment compensation taxes, social security taxes, income taxes, excess-profits taxes, capital stock taxes, property taxes, and such other taxes as are not within the definition of the term "direct tax" as set forth herein.
  - (2) The term "Agreement date" means the effective date of this Agreement if it is a negotiated Agreement, or the date set for the opening of bids if it is an Agreement entered into as a result of sealed bidding.

- (b) Federal Taxes. Except as may be otherwise provided in this Agreement, the Agreement price includes all applicable federal taxes in effect on the Agreement date.
- (c) State or Local Taxes. Except as may be otherwise provided in this Agreement, the Agreement price does not include any state or local direct tax in effect on the Agreement date. For subcontractors providing and installing tangible personal property, which becomes part of real property, the Agreement price should include all state and local direct taxes on such installed tangible personal property.
- (d) Evidence of Exemption. Company agrees, upon request of Seller, to furnish a tax exemption certificate or other similar evidence of exemption with respect to any direct tax not included in the Agreement price pursuant to this Article; and Seller agrees, in the event of the refusal of the applicable taxing authority to accept such evidence of exemption: (1) promptly to notify 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 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 will 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, Seller agrees promptly to notify Company of such relief, and the Agreement price will 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 he 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 Company under this Agreement: Provided, however, that Seller will not be required to apply for such refund or drawback unless so requested by Company.

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

If travel is a line item of the Agreement, Seller will be reimbursed for travel expenses in accordance with Company "Travel Reimbursement Policy" Article, 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.

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

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

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

#### **CERTIFICATION**

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

- (e) (1) A Claim from Seller will be deemed denied if the Senior Director, Supply Chain Management does not issue a written Final Decision: (i) by the date the Senior Director, Supply Chain Management notified Seller that the decision would be issued; or (ii) within 60 calendar days after receipt of the Claim if the Senior Director, Supply Chain Management did not notify Seller of a date by which the Final Decision would be issued. The Senior Director, Supply Chain Management may, but is not required to issue a written Final Decision after a Claim is deemed denied.
- (2) The Senior Director, Supply Chain Management's written Final Decision on any Seller Claim will be final and conclusive between the parties with no right of judicial review, provided however, that the Final Decision will not be final and binding against either party, and may be given no evidentiary weight by the trier of fact, if Seller files suit within 90 calendar days of the written Final Decision in the appropriate court as provided for in clause (f) below.
- (3) Seller will have no right to file suit prior to the date of the written Final Decision or 60 calendar days from the Senior Director, Supply Chain Management's receipt of the Claim, whichever occurs earlier.
- (f) (1) State Agency. Where Seller is a state agency, such as an Educational Institution, the applicable constitutional provisions or statutes that govern sovereign immunity will dictate the appropriate forum and law governing substantive issues.
- (2) Seller not a State Agency. (i) Any litigation for an Agreement related to Y-12 must be brought and prosecuted exclusively in Federal District Court, with venue in the United States Court for the Eastern District of Tennessee, Northern Division. (ii) In the event the requirements for jurisdiction in Federal District Court are not present, such litigation must be brought in either Anderson, Knox, or Roane County, Tennessee, in the Circuit or Chancery Court, as appropriate.
- (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 the Conflicts of Laws rules.

- (h) There must be no interruption in the performance of the work, and Seller must proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under or related to this Agreement between the parties or between Seller and its lower-tier subcontractors.
- (i) The contractual remedies in this Article may not be deemed to waive, postpone the running of, extend, or otherwise affect any statute of limitation applicable to any request for payment or Claim.

### **23. 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.

### **24. 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.

### **25. SEVERABILITY [JAN 2026]**

The obligations set forth in this Agreement are severable and divisible, and no article or portion thereof which is not enforceable will cause the remainder of such Article or other obligations contained herein to be unenforceable.

### **26. STANDARDS OF CONDUCT [JAN 2026]**

- (a) General. Seller acknowledges and understands 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. 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) It is the policy of Company that its acquisition and retention of business be conducted in accordance with the highest standards of honesty and integrity. Sales of its products and services must be free from even a perception that favorable treatment was sought or received, or that questionable activities were engaged in or condoned. Purchases of products and services must be conducted with the same high standards. Severe criminal and civil penalties may be imposed on the individuals involved for violation of federal and state laws that affect the conduct of our business.
- (c) By execution of this Agreement, Seller represents and certifies that he or she has not been convicted or has not pleaded guilty to a federal offense involving fraud, corruption, or moral turpitude, and is not now listed by any federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for federal procurement programs. Seller must provide immediate notice to Company in the event of being suspended, debarred, or declared ineligible by the Government (as defined above) or other federal agency, or upon receipt of a notice of proposed debarment from any federal agency, during the performance of this Agreement.
- (d) By execution of this Agreement, Seller hereby certifies that he or she is familiar with and will comply with all federal laws and regulations relating to federal conflict of interest ("Revolving Door") concerns, particularly of 41 U.S.C. Section 2104 (Procurement Integrity) and 18 U.S.C. 207. Seller further represents and warrants that the services to be performed under this Agreement, whether by itself, its employees, or its associates, will not be in violation of said statutes or regulations.
- (e) By execution of this Agreement, Seller agrees that, unless such effort is specifically called out in the Statement of Work of this Agreement, he or she will not engage in any effort on behalf of Company to lobby (i.e., to influence or attempt to influence) Congress, any federal agency, any Member of Congress, any federal officer, or any federal agency employee or employee of a Member of Congress.
- (f) Public Law 101-121 (Byrd Amendment) places restrictions on activities of Sellers in connection with specific contract actions. By execution of this Agreement, Seller agrees that, unless such effort is specifically called out in the Statement of Work of this Agreement, he or she will not influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding, extension, renewal, or modification of any federal contract for Company.

- (g) FAR Subpart 9.5 establishes policy relating to conflict-of-interest standards for those who provide services to the Government and to its contractors. "Marketing Seller" is defined as "an independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a government contract by that offeror. An independent contractor is not a marketing Seller when rendering advisory and assistance services such as:
  - (1) Routine engineering and technical services such as installation, operation or maintenance of systems, equipment, software, components, or facilities;
  - (2) Routine legal, actuarial, auditing, and accounting services; and
  - (3) Training services. By execution of this Agreement, Seller represents and agrees that performance of consulting work under this Agreement does not constitute a conflict of interest and that Seller will not provide any unfair competitive advantage to Company in the performance of such work. Where Company is notified that it is the apparent successful offeror for any federal acquisition, any marketing Seller engaged in connection with that acquisition may be required to further certify to the Government that Seller has provided no unfair competitive advantage to Company with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that does or may exist has been disclosed. Seller agrees to provide that certificate promptly upon request by Company.
- (h) By execution of this Agreement, Seller represents that Seller has and will make full disclosure during the terms of this Agreement of each instance where Seller is currently providing a supplier, customer, or competitor of Company services similar to those provided for hereunder, or has provided such services during a period of twelve months prior to the date of any certification. Seller further represents that he or she will make disclosure to Company prior to entering into any such arrangements in the future and will provide current certifications as may be requested by Company in order to facilitate its compliance with applicable laws and regulations.
- (i) By execution of this Agreement, Seller agrees that it will not attempt to obtain, or receive, any information that is security classified or procurement sensitive, directly or indirectly, from the Government or any other source where it is clear that release is unauthorized or in circumstances where there is reason to believe that such information cannot lawfully be in Company's possession. The same prohibitions apply to information of another company that is business confidential or proprietary. For the purpose of this Agreement, the term "information" includes documents, video and audio materials, oral transmissions, electronic data, and any other method or means by which information might be conveyed.
- (j) By execution of this Agreement, Seller certifies that, to the best of his or her knowledge and belief, he or she is not prohibited by law from performing the services called for in this Agreement or any other Agreement Seller may have with Company.

## **27. CONFLICTS OF INTEREST [JAN 2026]**

- (a) Purpose. The purpose of this Article is to ensure that Seller: (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this Agreement; and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Agreement.
- (b) Scope. The restrictions described herein will apply to performance or participation by Seller and any of its affiliates or their successors in interest (collectively referred to as "Seller") in the activities covered by this Article as a prime contractor, subcontractor, cosponsor, joint venturer, Seller, or in any similar capacity. For the purpose of this Article, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
  - (1) Use of Seller's Work Product.
    - (i) Seller will be ineligible to participate in any capacity in Government contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from Seller's performance of work under this Agreement for a period of five years after the completion of this Agreement. Furthermore, unless so directed in writing by the Procurement Representative, Seller must not perform any advisory and assistance services work under this Agreement on any of its products or services or the products or services of another firm if Seller is or has been substantially involved in their development or marketing. Nothing in this subclause will preclude Seller from competing for follow-on Agreements for advisory and assistance services.
    - (ii) If, under this Agreement, Seller prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, Seller will be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. Seller must not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Procurement Representative, in which case the restriction in this subclause will not apply.
    - (iii) Nothing in this clause will preclude Seller from offering or selling its standard and commercial products or services to Company or the Government.
  - (2) Access to and use of information.
    - (i) If Seller, in the performance of this Agreement, obtains access to information, such as Company or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act

of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, Seller agrees that without prior written approval of the Procurement Representative it must not:

- (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for Company or DOE based on such information for a period of six months after either the completion of this Agreement or until such information is released or otherwise made available to the public, whichever is first;
  - (C) submit an unsolicited proposal to DOE which is based on such information until one year after such information is released or otherwise made available to the public; and
  - (D) release such information unless such information has previously been released or otherwise made available to the public by Company or DOE.
- (ii) In addition, Seller agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Agreement, it must treat such information in accordance with any restrictions imposed on such information.
  - (iii) Seller may use technical data it first produces under this Agreement for its private purposes consistent with subclauses (b)(2)(i)(A) and (D) of this Article and the patent, rights-in-data, and security provisions of this Agreement.
- (c) Disclosure after award. (1) Seller agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Agreement, occur during the performance of this Agreement, it must make an immediate and full disclosure of such changes in writing to the Procurement Representative. Such disclosure may include a description of any action which Seller has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Company may, however, terminate the Agreement for convenience if it deems such termination to be in the best interest of the Government. (2) If Seller was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Procurement Representative, Company may terminate this Agreement for default.
  - (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Agreement, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Company may terminate the Agreement for default, disqualify Seller from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Agreement.
  - (e) Waiver. Requests for waiver under this Article must be directed in writing to the Procurement Representative and must include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, Company may grant such a waiver in writing.
  - (f) Subcontracts. (1) Seller must include a clause, substantially similar to this Article, including this clause (f), in subcontracts involving the performance of advisory and assistance services as that term is defined at FAR 37.201. (2) Before the award of any such subcontracts for advisory and assistance services, Seller must obtain from the proposed subcontractor the disclosure required by DEAR 909.507-1 and must determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, Seller must take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of Seller. If the conflict cannot be avoided or neutralized, Seller must obtain the approval of the Procurement Representative before entering into the subcontract.

## **28. CONSIDERATION [JAN 2026]**

Company must pay Seller the specified hourly or daily rate for such time as Seller actually performs services hereunder at the request of Company, not to exceed dates or time-periods set forth in the Agreement period of performance. A day means a period consisting of eight hours or more in any one calendar day. For each two-hour period or fraction of such period, one quarter of said daily rate of compensation must be payable. Nothing in this clause authorizes payment of more than the specified daily rate for any one calendar day. Except as otherwise provided herein, no portion of the daily rate will be payable: (i) for time spent in travel for Seller's convenience during an assignment; or (ii) if travel begins after 6 p.m. one day and ends before 8 a.m. the next day (local time zone) and no work was actually performed under the Agreement during these hours.

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

- (a) Except as provided in (b), Seller must not assign rights or obligations to third parties without the prior written consent of the Procurement Representative. Seller must submit the documentation prescribed at FAR 42.1200 when requesting Company acceptance of Seller's successor in interest or to recognize Seller's change of name.

- (b) Seller may assign rights to be paid amounts due or to become due to a bank, trust company, or other financing institution, including a federal lending agency, if the Procurement Representative is promptly furnished written notice and a signed copy of such assignment, provided that any assignment of monies must be subject to: (1) proper setoffs in favor of Company; and (2) any deductions provided for in this Agreement. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this Agreement, payments to an assignee of any amounts due or to become due under this Agreement must not be subject to reduction or setoff.
- (c) Any assignment or reassignment authorized under this Article must cover all unpaid amounts payable under this Agreement, and must not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Agreement.
- (d) Seller must not furnish or disclose to any assignee under this Agreement any classified document or any information related to work under this Agreement (including this Agreement) until the Procurement Representative authorizes such action in writing.

### **30. 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.

### **31. TERMINATION [JAN 2026]**

- (a) Company may terminate this Agreement for any reason in its sole discretion if the Procurement Representative determines that a termination is in Company's interest or upon 10 calendar days' advance written notice to Seller. Upon receipt of a notice of termination, Seller must terminate efforts in an orderly fashion as promptly as possible. Upon any termination, Seller will within 30 calendar days thereafter be paid the compensation due through the effective date of termination.
- (b) This Agreement may be terminated without further liability or obligation on the part of Company should Seller incur cost by Company under this Agreement in excess of the total amount otherwise authorized, or should Seller breach any of the covenants of this Agreement.

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

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

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

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

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

- (a) The clauses listed in the table below are incorporated herein by reference. Full text of FAR clauses may be accessed at: <https://www.acquisition.gov/browse/index/far>. Full text of DEAR clauses may be accessed at: <https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>. Full text of UCN Company forms may be accessed at: <https://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions>.
- (b) Whenever necessary to make the context of the unmodified FAR or DEAR clause applicable to this Agreement:
  - (1) The term "Contract" means this "Agreement";
  - (2) The term "Contracting Officer" means Company's "Procurement Representative";
  - (3) The term "Contractor" means "Seller";
  - (4) The term "Government" means "Company," except the term "Government" does not change:
    - (i) The phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property";
    - (ii) Paragraph (a) of FAR 52.203-12, Limitation on Payments to Influence Certain federal Transactions;
    - (iii) DEAR 970.5227-5, Notice and Assistance Regarding Patent and Copyright Infringement;
    - (iv) Exhibit 9 – Technical Data;
    - (v) Exhibit 7 – Classified Inventions; and
    - (vi) DEAR 970.5208-1, Printing.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED INTO THIS AGREEMENT:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)	Applies if 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 970.5245-1	Property (JAN 2013)	“Government” remains unchanged.
FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)	None.
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)	Applies to subcontracts other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with Paragraph (c).
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	Applies unless this Agreement is a personal services contract with individuals.
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (JUL 2018)	None.
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021), excluding paragraph (b)(2)	Paragraph (b)(2) is “Reserved.”
FAR 52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)	None.
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	None.
FAR 52.222-3	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 52.223-2	Affirmative Procurement of Bio-Based Products Under Service and Construction Contracts (SEPT 2013)	None.
FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	Applicability instruction modeled after Paragraph (a). Paragraph (a) must read 45 days prior.
FAR 52.222-50	Combating Trafficking in Persons (OCT 2025)	The FEB 2009 clause requires the substance of this clause to be included in all subcontracts.
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 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.”
UCN-22427	Subcontractor Travel Policy (JAN 2026) (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 Agreement to the extent the Agreement involves a risk of public liability as that term is defined at 42 U.S.C. § 2014.
UCN-22480	Hazardous Material Identification and Material Safety Data (JUL 2014) (Company)	None.
UCN-22509	Exhibit 9, Technical Data (JUL 2014) (Company)	None.
UCN-26608	UCNI / CUI Protection Requirements for CNS Supplier (NOV 2023) (Company)	Applies if subcontractor will have access to Unclassified Controlled Nuclear Information or Controlled Unclassified Information.

**THE FOLLOWING CLAUSES ARE INCORPORATED WHEN THE WORK INVOLVES ACCESS TO CLASSIFIED INFORMATION OR SPECIAL NUCLEAR MATERIAL OR THE WORK REASONABLY MIGHT RESULT IN A PATENT APPLICATION THAT CONTAINS CLASSIFIED SUBJECT MATTER:**

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.

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

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

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

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

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

<b>THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$40,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>

FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)	None.
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**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)	<p>"Government" means the "United States Government" and "Contracting Officer" means the "DOE/NSA Contracting Officer for Prime Contract DE-NA0001942" with Company.</p> <p>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.</p>

**THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$200,000.00:**

Clause Number	Title and Date	Instructions
FAR 52.203-7	Anti-Kickback Procedures (OCT 2010), except paragraph (c)(1)	None.
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	"Government" retains its meaning in paragraph (a).
FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020)	Applies if Agreement equals or exceeds \$200,000.00.
FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	Applies if FAR 52.222-35 applies.

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

Clause Number	Title and Date	Instructions
DEAR 952.223-78	Sustainable Acquisition Program (OCT 2010)	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.

<b>THE FOLLOWING CLAUSES ARE INCORPORATED IF THIS AGREEMENT EXCEEDS \$500,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.204-14	Service Contract Reporting Requirements (OCT 2016)	Applies if this Agreement has an estimated total value of \$500,000.00 or greater, except for indefinite-delivery Agreements.
FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)	Applies to indefinite-delivery Agreements with an estimated total value of \$500,000.00 or greater.
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 FY1993 (DEC 2000)	None.

<b>APPLICABLE IF THE AGREEMENT EXCEEDS \$7,500,000.00:</b>		
<b>Clause Number</b>	<b>Title and Date</b>	<b>Instructions</b>
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	<p>Applies if the period of performance is 120 days or more.</p> <p>Reporting can be as follows: Y-12 Ethics Hotline; phone 865-576-1900; Office of Inspector General; 1-800-447-8477. However, all disclosures of violation of the civil False Claims Act or of federal criminal law will be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.</p>

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