

GENERAL TERMS & CONDITIONS
Educational Institution Services (Cost-Reimbursement)
(EDU JUL 2025)

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1. DEFINITIONS [Jun 2025]

The following terms shall have the meanings below:

- (a) "Government" means the United States of America and includes the U.S. Department of Energy (DOE), the National Nuclear Security Administration (NNSA), or any duly authorized representative thereof.
- (b) "Company" means PanTeXas Deterrence, LLC acting under its Contract No. 89233224CNA000004 with the DOE. In addition, the terms "Consolidated Nuclear Security, LLC", "CNS", "CNS Pantex", "Mason & Hanger Silas-Mason Co., Inc.", "BWXT Pantex, LLC", "B&W Pantex", "B&W" and "Babcock & Wilcox Technical Services Pantex, LLC" generally mean Company (e.g., drawings, specifications, statements of work, assigned agreements, etc.) unless the context indicates otherwise.
- (c) "Seller" means Contractor, Subcontractor, Supplier, or Vendor, which can be either a person or organization that has entered into this Agreement with Company.
- (d) "Agreement" means Purchase Order, Subcontract, Price Agreement, AVID Agreement, Basic Ordering Agreement, or Modification thereof.
- (e) "Article or Clause" is the numbered paragraph of these General Terms and Conditions.
- (f) "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 contracts and make related determinations and findings on behalf of Company.
- (g) "Subcontract Technical Representative" means the duly authorized Company representative who provides technical direction to Seller in performance of the work under the Agreement.
- (h) "Onsite work" means work in furtherance of the Agreement at a DOE-owned or-leased area or Company-owned or-leased area.
- (i) "Educational Institution" means an entity of the type subject to 2 CFR 220.
- (j) "FAR" means the Federal Acquisition Regulations including all amendments and changes thereto in effect on the effective date of this Agreement.
- (k) "DEAR" means the DOE Acquisition Regulations, including all amendments and changes thereto in effect on the effective date of this Agreement.
- (l) "U.S.C." means the United States Code.
- (m) "Commercial Item/Service" or "Commercial Component" or "Commercial Product" means the same as the definitions for these terms set forth at FAR 2.101.
- (n) "Pantex" means the Pantex Plant in Amarillo, TX managed and operated by Company.
- (o) "Ref." means the Article is based with variations in the cited regulation.

2. ORDER OF PRECEDENCE [Jun 2025]

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

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

3. ACCEPTANCE OF TERMS AND CONDITIONS [Jun 2025]

- (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, pertaining 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 shall 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 Texas Code, Section 2.209(b), no waiver of any provision or part thereof of this Agreement shall be valid unless such waiver is in a writing signed by the Procurement Representative. Any waiver shall be strictly construed and shall apply on a one-time basis unless expressly stated to apply otherwise.

4. SYSTEM FOR AWARD MANAGEMENT [Jun 2025]

- (a) In accordance with FAR 52.204-7, *System for Award Management*, the Seller represents that it has completed its annual representations and certifications in the System for Award Management (SAM). After reviewing SAM, Seller further represents by acceptance of this Agreement that:
 - (1) at the time of submission of its offer, the representations and certifications in SAM are current, accurate, complete, and applicable to this award, and;
 - (2) the Seller shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, or basic ordering agreement resulting from this solicitation.
- (b) Further, during performance of this Agreement, Seller will provide immediate notice to the Company's Procurement Representative, and cooperate with any Company-ensuing remedial measures, in the event:
 - (1) Seller is suspended, debarred or declared ineligible by the Department of Energy (DOE);
 - (2) Seller is placed on the List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs, published by SAM; or
 - (3) Seller receives notice of its proposed debarment from an agency.

5. AGREEMENT FOR BENEFIT OF DOE [Jun 2025]

- (a) Funding — Company shall make all payments under the 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 notice thereof to Seller, Company shall have no further responsibilities hereunder.
- (c) Company Right to Recovery — Company, a Managing and Operating Contractor, acting under its Prime Contract with DOE, has entered into the Agreement with Seller for the benefit of DOE. If Company seeks recovery from Seller, Seller agrees it shall 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 the Agreement.

6. REPORTING WASTE, FRAUD, AND ABUSE [Jun 2025]

- (a) Business Ethics and Conduct

The Company is committed to the highest standards of integrity, honesty, and ethical conduct in its business dealings. Accordingly, all Sellers, and their employees who work with them, are expected to conduct themselves in a manner consistent with those standards and to avoid even the appearance of impropriety or conflict of interest. To that end, Seller specifically agrees that, during the term of the Agreement, it as an entity and its employees as individuals will comply with the following Business Ethics and Conduct Policy, and that the Company may periodically audit Seller's records relating to its compliance:

 - (1) 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.
 - (2) Seller will not 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 Senior Supply Chain Manager or his/her designee.
 - (3) Seller employees will not suggest or cause others to believe that they are employees of the Company. Seller agrees to follow the instructions of the Company with respect to how Seller and its employees may properly identify themselves in communications made during the performance of this Agreement.
 - (4) Seller will not direct or manage the Company's employees.
 - (5) If Seller's employees 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.
 - (6) Seller will promptly disclose in writing to the Procurement Representative any instance in which Seller, or one of its principals, employees, agents, or subcontractors, 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 (d) a known violation of the Company's policies and procedures.
 - (7) Seller's employees, after obtaining authorization from the Company, may 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's employees will have no reasonable expectation of privacy in any communications they make using Company's resources.

- (8) Seller's employees will not, for any reason, accept or provide gifts, meals, or other business courtesies to or from any government employee, the Company, its employees, or any of its known subcontractors
- (9) Seller's employees, agents, and officers, during the term of this Agreement, will not, while physically on Company premises ("onsite"), market Seller's services for future Company work. Seller may compete for future work for the Company during the terms of this Agreement provided that Seller takes all reasonable steps to avoid the appearance of and actual conflicts of interest (such as gaining an unfair competitive advantage) including without limitation instructing its employees to undertake such efforts only on the Seller's time, and not while working on Company premises.
- (10) Seller's employees will contact the Procurement Representative if they have any questions, at any time, regarding compliance with this Policy or any other Company policy or procedure.

Seller and its employees acknowledge and understand that this Policy is intended as a guide for ethical conduct while Seller is under an Agreement to the Company, and that it in no way describes expectations for employment between any individual employee of Seller and either the Company or the Seller itself. Seller shall immediately investigate any alleged Seller misconduct when requested by the Company. Seller shall take appropriate action to resolve concerns regarding any Seller employee's performance, conduct, competence to the Company's satisfaction. The Company shall investigate any allegation of harassment, discrimination, retaliation, or other misconduct made by or against a Seller employee when a Company employee is either the alleged victim or the alleged perpetrator, or when government property of resources is involved. Seller must insert these terms, including this paragraph, in all lower-tier subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

- (b) Applies to — This Article applies to agreements that have a value in excess of \$6,000,000 and a performance period of more than 120 days.
 - (1) General Requirements — Seller shall ensure its employees having information about actual or suspected violations of laws, regulations, or policies including fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems notify an appropriate authority. Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; environmental, safety, and health violations; theft, computer crimes; subcontractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Seller must ensure that its employees are aware that its employees are required to report actual or suspected violations. Reporting can be as follows: Pantex 806-477-6777; Fax 806-477-3005; Office of Inspector General; 1-800-541-1625 (M-F 8:00AM – 4PM EST).
 - (2) Seller Specific Requirements — Seller shall inform its employees annually of their duty to report allegations of information described in General Requirements above; display the OIG hotline telephone number in buildings and common areas under its responsibility such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; publish the OIG hotline telephone number in telephone books, newsletters, or other means of widespread communication to employees under its responsibility; Seller and its employees shall report to the OIG within a reasonable period of time, but not later than 24 hours after discovery of any alleged violations; shall not take any reprisal action against an employee for reporting actual or suspected violations to the OIG.
 - (3) Flow down — Requirements of this Article, including paragraph (b)(3), shall be flowed down to all lower-tier.

7. ETHICS AND EMPLOYEE CONCERNS [Jun 2025]

- (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 ECP.
 - (2) "Discrimination" means adverse treatment of a Concerned Individual because he/she 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 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 his/her 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) Indemnity For Lobbying.
- (1) Seller shall not perform local, state or federal lobbying activities, as those terms are defined by federal and Texas laws. Any lobbying activities by Seller constitutes a material breach of the Agreement and is 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 Texas related to seller lobbying activities. Seller further agrees to promptly reimburse Company the full amount of any payment made related to Seller lobbying activities.
- (c) Conflict of Interest Involving Former U.S. Government Official.
- (1) The Seller agrees that it is not presently engaged and will not engage during the term of this Agreement in any activity which might reasonably create a conflict of interest between Seller and the Company or which might reasonably and adversely affect the Seller’s judgement with respect to the business of the Company. Seller further agrees that it will accept no payment from any competitor or supplier(s) of materials or services, customer, borrower or lender of the Company.
 - (2) 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 demeaning the name of business reputation of the Company or adversely effects, or may reasonably be expected to adversely effect, the Company’s best interest, economic or otherwise.
 - (3) Each former U.S. government employee who is to perform services for Seller, pursuant to this Agreement shall submit to the Company an executed Conflict of Interest form. In the event such individual is required to obtain an opinion of the Ethics Officer of the cognizant Federal Agency verifying that the activities of such individual do not violate federal ethics laws and regulations (“Opinion Letter”), Seller agrees that the Company shall not be obligated to pay Seller for the services of such individual until the Company has received said Opinion Letter. Moreover, 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 related to seller or seller employee violates of post-employment ethic laws and regulations.
- (d) Employee Concerns.
- (1) Seller shall establish and maintain an Employee Concerns Program (ECP) suitable for the organization to accept, process, and resolve Employee Concerns in a timely manner.
 - (2) Seller shall 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 Harassment, Intimidation, Retaliation/Reprisal, or Discrimination (HIRD), to Seller’s ECP, Company’s ECP, or the DOE ECP.
 - (i) 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:

Call: (806) 573-5348 or (806) 573-5337;
Helpline: (806) 573-6777;
Form: [UCN-21222, Employee Concerns Submittal](#); or

Seller Employees may also call the NNSA Pantex Field Office at 1-806-573-36623, or DOE Employee Concerns Hotline at 1-800-676-3267 or the DOE Inspector General Hotline at 1-800-541-1625.
 - (ii) 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.

- (3) Seller shall cooperate with and assist Company in (1) assessments of Seller's ECP Program, and (2) the processing of Seller Employee Concerns that are submitted to Company or the DOE ECP. 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.
- (4) 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 ECP program may be used to verify it acted to minimize, correct, or prevent recurrence of the situation that precipitated a concern.
- (5) Seller shall implement corrective actions as directed by the Company Procurement Representative.
- (6) Seller shall 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.
- (7) If requested by the Company Procurement Representative, Seller shall provide to Company a summary of Employee Concerns activity data with respect to Seller's ECP.
- (8) As a means of establishing an effective program, Seller's ECP should utilize ECP best practices, which may include, but are not limited to:
 - (i) Ensuring that there is an ECP Manager who reports to a designated executive in Seller's management chain;
 - (ii) Establishing a case-file system of documentation and records for Employee Concerns;
 - (iii) Establishing a process that provides anonymity and confidentiality for Seller Employees who raise Employee Concerns unless Seller is legally compelled to disclose such information;
 - (iv) Providing avenues for informal resolution of concerns;
 - (v) Allowing for the use of alternate dispute resolution;
 - (vi) Referring Employee Concerns to other appropriate organizations to investigate an employee concern; and
 - (vii) Documenting acceptance of dismissal of concerns, including "closure" of a concern after an investigation into its merits.
- (9) Flowdown — Requirements of this Article, including paragraph (d)(9), shall be flowed down to all lower-tier subcontracts.

8. COMPLIANCE WITH LAWS [Jun 2025]

- (a) In performing work under the Agreement, Seller shall 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 shall procure all necessary permits or licenses required for the performance of work under the 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.

9. PUBLIC RELEASE OF INFORMATION [Jun 2025]

- (a) Seller shall 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) Seller may acknowledge Company and Government sponsorship of the work only with the prior written approval of the Procurement Representative. The interest of Company in the Agreement may not be used in advertising or publicity without advance written approval of the Procurement Representative.

10. CONFIDENTIALITY OF INFORMATION [Jun 2025]

- (a) To the extent that work under the 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 shall after receipt thereof, treat such information as confidential and shall limit disclosure of such information to only its employees and students who have a need to know such information and who are obligated to treat such information as confidential. Seller agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Company in writing. The foregoing obligations, however, shall 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 the 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; or (5) information required by law to be disclosed, provided Company has been given 60 days' written notice prior to disclosure.

- (b) This provision shall not extend to, and Confidentiality Agreements shall include the following:

Nothing within this Agreement is designed to conflict with or alter, nor shall it be construed as conflicting with or altering, the rights of any Party's employee's obligation, right, or liability created by existing statute or Executive Order relating to (i) classified information, (ii) communications to Congress, (iii) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (iv) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.

11. EXPORT CONTROL [Jun 2025]

- (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) Flowdown — Requirements of this Article, including paragraph (e), shall be flowed down to all lower-tier subcontracts.

12. DISPUTES [Jun 2025]

- (a) Informal Resolution
 - (1) The parties to a dispute shall attempt to resolve it in good faith, by direct, informal negotiations. All negotiations shall be confidential. Pending resolution of the dispute, Seller shall proceed diligently with the performance of this Agreement, in accordance with its terms and conditions.
 - (2) The parties, upon mutual agreement, may seek the assistance of a neutral third party at any time, but they must seek such assistance no later than 120 days after the date of Company's receipt of a claim. The parties may request the assistance of an established Ombuds Program, where available, or hire a mutually agreeable mediator, or ask the DOE Office of Dispute Resolution to assist them in selecting a mutually agreeable mediator. The cost of mediation shall be shared equally by both parties. If requested by both parties, the neutral third party may offer a non-binding opinion as to a possible settlement. All discussions with the neutral third party shall be confidential.
 - (3) In the event the parties are unable to resolve the dispute by using a neutral third party or Ombuds Program, Seller shall submit to Company's Senior Director, Supply Chain Management a written claim for payment or other relief based on the disputed matter, citing this Article 6, *Disputes*, and requesting a Final Decision (hereinafter a "Claim").
 - (4) A Claim from Seller shall 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.
 - (5) The Senior Director, Supply Chain Management's written Final Decision on any Seller Claim shall be final and conclusive between the parties with no right of judicial review; provided however, that the Final Decision shall not be final and binding against either party, and shall be given no evidentiary weight by an arbitrator or trier of fact, if, within 90 calendar days of Seller's receipt of the written Final Decision, the parties agree to submit the Claim to binding arbitration as provided for in section B below or Seller files suit in the appropriate court as provided for in section C below.
 - (6) Seller shall 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.
- (b) Formal Resolution
 - (1) Unless prohibited by the state laws of either party, a dispute not resolved by informal resolution may be submitted to binding arbitration upon written Agreement of both parties. Any such arbitration shall be conducted by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If arbitration is agreed

to by both parties, such Agreement is irrevocable, except by written Agreement of the parties, and the outcome of the arbitration shall be binding on all parties.

- (2) Each party to the arbitration shall pay its pro rata share of the arbitration fees and costs, except that each party shall be responsible for counsel fees or witness fees or other expenses incurred by the party for its own benefit.
- (3) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) Litigation

- (1) State Agency. Where Seller is a State agency, such as an educational institution, the applicable constitutional provisions or statutes that govern sovereign immunity shall dictate the appropriate forum and law governing substantive issues.
- (2) Seller not a State Agency. (a) Any litigation for an Agreement related to the Pantex Plant shall be brought and prosecuted exclusively in the United States District Court for the Northern District of Texas, Amarillo Division. (b) In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in Carson County, Texas or, in the event that such court lacks jurisdiction, in the highest level trial court in the State of Texas having jurisdiction.
- (3) THE PARTIES AGREE TO TRIAL BY JUDGE ALONE AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO DEMAND A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER, CONNECTED WITH, OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.
- (4) If a court awards prejudgment interest on a Claim, the interest rate shall be the applicable rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563).

(d) Applicable Law

Subject to (c)(1), the resolution of all issues arising from or relating to this Agreement shall be governed to the maximum extent practicable by the common law of federal contracts; provided, however, that (1) the “Christian Doctrine” shall not apply, meaning that federal procurement clauses (e.g., the FAR, including agency supplements) or portions thereof not appearing in this Agreement shall 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 shall control. Where the common law of federal contracts does not apply, then subject to C.1, resolution for Agreements shall be governed by the laws of the State of Texas, without regard to the Conflict of Laws rules of either state.

13. SECURITY REQUIREMENTS *[Jun 2025]*

- (a) This Agreement is intended for unclassified work. Company does not expect that results of the project will involve classified information or Unclassified Controlled Nuclear Information (UCNI) (See 10 CFR part 1017). However, Company or Government may review the work generated under this Agreement at any time to determine if it requires classification or control as UCNI.
- (b) If, subsequent to the date of this Agreement, a review of the information by either party or the Government reveals that classified information, including potential classified inventions, or UCNI is being generated under this Agreement, then Seller shall protect the information from disclosure unauthorized by law and Company may direct a change in the security requirements of this Agreement. If such changes cause an increase or decrease in costs or otherwise affect any other term or condition of this Agreement, the Agreement shall be subject to an equitable adjustment as if the changes were directed under the Changes Article of this Agreement.
- (c) If the security requirements are changed, Seller shall exert every reasonable effort compatible with its established policies to continue the performance of work under the Agreement in compliance with the change in the security requirements. If Seller determines that continuation of the work under this Agreement is not practicable because of the change in security requirements, Seller shall notify the Procurement Representative in writing. Until the Procurement Representative provides direction in response to Seller’s notice, Seller shall protect the material as directed by Company.
- (d) After receiving the written notification, the Procurement Representative shall explore the circumstances surrounding the proposed change in security requirements and shall endeavor to work out a mutually satisfactory method to allow Seller to continue performance of work under this Agreement.
- (e) Within 15 days of receiving the written notification of Seller’s stated inability to proceed, the Procurement Representative must determine whether (1) these security requirements do not apply to this Agreement, (2) a mutually satisfactory method for continuing performance of work under this Agreement can be agreed upon, or (3) Company will terminate the Agreement, in whole or in part, for convenience. If this determination is not made, Seller may request the Procurement Representative to terminate the Agreement in whole or in part. The Procurement Representative shall terminate the

Agreement in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for Convenience of the Government Article.

14. REPORT PREPARATION REQUIREMENTS [Jun 2025]

- (a) These requirements apply to all formal reports, including the final report, required by the Agreement. They do not apply to letter reports or reports specifically identified in this Agreement as informal reports.
- (b) The final report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the Agreement work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.
- (c) Reports shall include the following elements: (1) a brief abstract of the report which describes the overall objectives and results; (2) a full statement of each objective and description of the effort performed and the accomplishments achieved; (3) a list of any publication or information release made of material developed or maintained through the performance of the Agreement; and any other relevant information.

15. NOTIFICATION OF CLAIMS, BANKRUPTCY AND OTHER MATTERS [Jun 2025]

- (a) Seller shall immediately notify the Procurement Representative in writing of: (1) any action filed by or against Seller, including any proceeding in bankruptcy or before an administrative agency, arising out of the performance of this Agreement; and (2) any claim against Seller, the cost and expense of which is allowable under the terms of this Agreement.
- (b) If, at any time during the performance of this Agreement, Seller becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Agreement, it shall immediately notify the Procurement Representative in writing of such circumstances, and Seller shall take whatever action is necessary to cure such defect within the shortest possible time.

16. DISCLOSURE AND USE RESTRICTIONS FOR LIMITED RIGHTS DATA [Jun 2025]

Generally, delivery of Limited Rights Data (or Restricted Computer Software) should not be necessary. However, only if Limited Rights Data will be used in meeting the delivery requirements of the Agreement, the following disclosure and use restrictions shall apply to, and shall be inserted in, any FAR 52.227-14, Rights in Data-General (MAY 2014) Limited Rights Notice on any Limited Rights Data furnished or delivered by Seller or a lower-tier subcontractor:

- (a) These "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- (b) These "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Agreement is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- (c) These "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- (d) These "Limited Rights Data" may be used (except for manufacture) by support service contractors participating in the Government's program of which this Agreement is a part for information or use in connection with work performed solely in connection with work under this Agreement and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

17. COMPANY-FURNISHED AND SELLER-ACQUIRED PROPERTY [Jun 2025]

- (a) Company shall furnish Seller the materials, equipment, and supplies, if any, listed in Section C, Statement of Work.
- (b) Purchase of equipment or other tangible personal property, which is not identified in Seller's cost proposal for this Agreement and for which Seller may seek to be reimbursed as a direct item of cost under this Agreement, shall be approved in advance by the Procurement Representative.
- (c) Except as provided in paragraph e, below, all property furnished by Company or property acquired by Seller as a direct cost under the Agreement, title to which vests in the Government, shall be identified, controlled, and protected as required by FAR 52.245-1, which is incorporated by reference as a part of this Agreement. Disposition of such property upon completion of this Agreement shall be as directed by the Procurement Representative.
- (d) If Company provides Seller property that is identified as "high risk property" for use under this Agreement or if Seller acquires high risk personal property as a direct cost under the Agreement, Seller shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of this property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management regulations (41 CFR Subpart 109-1.53). Notwithstanding FAR 52.245-1, Alternate II, title to all high-risk personal property vests in the

Government, and disposition of such property upon completion of the Agreement shall be as directed by the Procurement Representative.

- (e) Notwithstanding FAR 52.245-1, Alternate II, Company shall determine at the conclusion of the Agreement whether the educational institution shall be allowed to retain Seller-acquired high risk personal property or sensitive items with an acquisition cost of less than \$5,000.
- (f) Definitions. “High risk personal property” means property that, because of its potential impact on public health and safety, the environment, national security interests, or proliferation concerns, must be controlled, and disposed of in other than the routine manner. 41 CFR 109–1.100–51. “Sensitive items” means those items of personal property provided by Company or acquired by Seller as a direct cost under the Agreement that are considered to be susceptible to being appropriated for personal use or which can be readily converted to cash, for example: firearms, portable photographic equipment, binoculars, portable tape recorders, portable calculators, portable power tools, portable computers, and portable communications equipment. 41 CFR 109–1.100–51.

18. COMPANY WORKING DAYS [Jun 2025]

- (a) The Company's normal work schedule is a 9/80 schedule. Seller's employees must adopt the work schedule and work shifts acceptable to the STR. A work day is considered nine hours; however, alternate work days and shifts may be required. Approval 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 experienced by a Seller due to working outside normal working hours for Seller's own convenience, shall not be grounds for increased cost or adjustment to the schedule.
- (b) Working hours while on official travel authorized by the Company are not subject to the limitations set forth in this paragraph.
- (c) The Company will not reimburse Seller during closure of the Company facility or at Company leased facilities when security or inclement weather conditions arise. Seller agrees to recognize Company holidays. The list of observed Company holidays is located at: [Pantex Holiday Schedule](#).
- (d) The Seller must request approval, in writing, at least 72 hours in advance for access to Company on any observed holiday.

19. ACCESS TO SITE [Jun 2025]

- (a) If this agreement contains a Statement of Work wherein work will be performed onsite, then [PX-200STC-1B, Access to Pantex Plant](#) shall apply to this Agreement.
- (b) Any equipment under this purchase with wireless (Bluetooth, Wi-Fi, GPS, Near Field Communication (NFC), Cellular, etc.) or networking capabilities, must be identified prior to shipping or coming onsite to Pantex owned or leased properties. PXD will perform a Technical Review of the equipment identified to determine if it is permitted onsite.

20. INTERNET PROTOCOL TECHNOLOGY [Jun 2025]

- (a) In order to facilitate the wide-scale adoption of IPv6, if this agreement involves the acquisition of Information Technology (IT) 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; and
 - (2) To provide IPv6 technical support for fielded product management, development, and implementation available.
- (b) If Seller plans to offer a deliverable that involves IT that is not initially compliant, then Seller agrees to:
 - (1) Obtain the Procurement Representative's approval before starting work on the deliverable
 - (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 should notify the Procurement Representative of such nonconformance and act in accordance with the instructions of the Procurement Representative.

21. TRAVEL REQUIREMENTS [Jun 2025]

- (a) All travel not included in Seller's cost proposal must be approved in advance by Company.
- (b) All foreign travel must be specifically approved in advance by Company and DOE, even if the cost is included in Seller's cost proposal for this Agreement. Requests for approval for travel to a sensitive country or involving a sensitive subject shall be submitted to Company at least 40 days prior to the proposed departure date. Requests for approval for travel to a nonsensitive country and not involving a sensitive subject shall be submitted to Company at least 30 days prior to the proposed departure date. Post-travel trip reports for all foreign travel must be submitted within 25 days after return. Foreign travel requests should be submitted on DOE F 551.1 dated (08-02).
- (c) Any travel costs will be reimbursable in accordance with Seller's institutional travel policy.

22. PERFORMANCE OF WORK [Jun 2025]

- (a) Seller will perform the work at a location other than a DOE/NNSA Facility.
- (b) Seller may attend meetings at the Pantex Plant, provided such meetings do not involve any activities listed below:
 - (1) require a Job Hazard Analysis;
 - (2) involve unescorted access to Pantex limited areas;
 - (3) require Seller employees to have access to the Pantex site for 10 or more days during a 12-month period;
 - (4) require Seller employees to receive any Pantex training;
 - (5) involve access to Classified or Unclassified Controlled Information;
 - (6) require access to Pantex networks or systems requiring authentication and Security controls; or
 - (7) otherwise require work to be performed at Pantex or utilize Pantex networks.
- (c) In the event any activities associated with the Agreement, in whole or in part involve activities listed in subparagraph B, above, additional safety, security, and other Pantex specific requirements will be required and the parties will negotiate, in good faith, such Articles to be included in the Agreement to address additional onsite requirements as the parties deem appropriate.

23. AUTHORIZED REPRESENTATIVES AND COMMUNICATIONS [Jun 2025]

- (a) Unless otherwise specified, all notices and communications in accordance with or related to this Agreement shall be between authorized representatives designated in writing by the parties. Notices shall 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.
- (b) The Company has appointed a Vendor Advocate to hear concerns from Offerors during all phases of this procurement. Upon request, the Vendor Advocate will communicate concerns and recommendations to the appropriate Company personnel for resolution. The name and phone number of this Advocate may be obtained from the Procurement Representative.

24. ASSIGNMENT [Jun 2025]

- (a) Except as provided in (b), Seller shall not assign rights or obligations to third parties without the prior written consent of the Procurement Representative. Seller shall 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 shall 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 shall not be subject to reduction or setoff.
- (c) Any assignment or reassignment authorized under this Article shall cover all unpaid amounts payable under this Agreement, and shall 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 shall not furnish or disclose to any assignee under this Agreement any classified document (including this Agreement) or information related to work under this Agreement until the Procurement Representative authorizes such action in writing.

25. SELLER'S LEGAL COSTS [Jun 2025]

[This Article applies only to cost reimbursement agreements with private universities or colleges.]

For any Seller matter in litigation for which Seller is entitled to reimbursement of costs under this Agreement and for which Seller reasonably expects its legal costs of retained counsel to exceed \$100,000 over the life of the matter, Seller shall:

- (a) Promptly notify the Procurement Representative of the matter;
- (b) Comply with the requirements of 10 CFR Part 719.15 regarding content of a Staffing and Resource Plan ("Plan") (substituting "Seller" for "contractor" and "Procurement Representative" for "Department Counsel");
- (c) Submit the Plan to the Procurement Representative within 30 days of providing prompt notice unless the Procurement Representative extends the submission date;

- (d) Within 30 days (unless the Procurement Representative extends the date) of receiving an objection to the Plan by the Procurement Representative, either revise the Plan to satisfy the objection or file a letter with the Procurement Representative disputing the objection;
- (e) Notify the Procurement Representative before incurring retained legal counsel costs in excess of costs listed in the budget;
- (f) Update the Plan annually or more frequently if there are significant changes in the matter;
- (g) Request prior permission from the Procurement Representative to enter into a settlement agreement with, or make any payments to (except payments ordered by a court or arbitrator), claimants or third-parties if the settlement or payment is likely to reach \$25,000 or more and provide with the request the documentation listed at 10 CFR 719.34; and
- (h) Submit to the Procurement Representative a copy of the executed settlement agreement within seven days of execution.

26. CHANGES [Jun 2025]

- (a) The Procurement Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) In the method or manner of performance of the work.
 - (3) In the Government-furnished property or services.
 - (4) Directing acceleration in the performance of the work.
 - (5) Place of delivery of supplies.
 - (6) Description of services to be performed.
 - (7) Time of performance of the services (i.e., hours of the day, days of the week, etc.).
 - (8) The modification to, or addition or deletion of, the FAR and/or DEAR clauses located in Article *Clauses Incorporated by Reference*.
- (b) If any such change causes a difference in the cost, or the time required for performance, Company shall, subject to the submission requirement in paragraph (d), make an equitable adjustment in the price, delivery/performance schedule, or both, and modify the Agreement in writing. If Seller's proposal includes the cost of property made obsolete or excess by the change, Company has the right to prescribe the manner of disposition of the property.
- (c) Only the Procurement Representative is authorized on behalf of Company to issue a change, which must be in writing and clearly designated as a change order. If Seller considers that any oral direction or instruction by any Company personnel (including the Procurement Representative) constitutes a change, or if Seller considers that any written direction or instruction by any Company personnel (other than a designated change order issued by the Procurement Representative) constitutes a change, Seller shall not rely upon such direction or instruction and shall 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 shall be deemed a change order for purposes of paragraph (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 shall comply with paragraph (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 shall 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 shall not constitute or be deemed to be a waiver of this submission requirement with regards to any other late request, nor shall 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 paragraph (c), then as a condition precedent for entitlement to an equitable adjustment, Seller shall notify the Procurement Representative, in writing, that a change has occurred for which Seller intends to seek an equitable adjustment and identify: (A) date, nature and circumstances regarding the change, (B) name of each person knowledgeable about the change, (C) documents and substance of oral communications involving the change, and (D) the particular elements of performance impacted by the change, including (1) adjustment in labor and/or materials, (2) delay or disruption caused, (3) estimated resulting price and schedule adjustments and (4) time by which Company must respond to minimize cost, delay, or disruption to performance of the work.

- (2) In no event shall 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 subparagraph (e)(1). If the request is not submitted within such time, the request shall 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 shall not constitute or be deemed to be a waiver of this submission requirement with regards to any other late request, nor shall 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, shall excuse Seller from proceeding with the Agreement as changed.

27. MITIGATING SUPPLY CHAIN RISK OCT 2022 [Jun 2025]

DOE/NSA utilizes a Supply Chain Risk Management (SCRM) Program to identify, assess, and monitor supply chain risks of critical vendors. The Government may use any information, public and non-public, including all-source intelligence for its analysis. The Contractor agrees that the Government may, at its own discretion, perform audits of supply chain risk processes or events consistent with other terms in the contract regarding access to records and audits. An onsite assessment may be required. Through the information obtained from a SCRM program, DOE may assess vendors and products through multiple risk lenses such as national security, cybersecurity, compliance, and finance. If supply chain risks are identified and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Contract termination

28. MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY OCT 2022 [Jun 2025]

- (a) Definitions. As used in this clause—Covered article - The term "covered article" includes-
 - (1) "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.
 - (2) "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).
 - (3) "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.
 - (4) the processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or
 - (5) hardware, systems, devices, software, or services that include embedded or incidental information technology.
- 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) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered articles or services affecting covered articles to the Government.
- (c) In order to manage supply chain risk, the Government may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract.

- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

29. MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM OCT 2022 [Jun 2025]

- (a) Definitions. As used in this clause—
 - (1) “Covered system” means—
 - (A) National security systems (as defined at 44 U.S. Code § 3552) and components of such systems;
 - (B) Nuclear weapons and components of nuclear weapons;
 - (C) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;
 - (D) Items associated with the surveillance of the nuclear weapon stockpile; or
 - (E) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.
 - (2) “Covered item of supply” means an item—
 - (A) *that is purchased for inclusion in a covered system; and*
 - (B) *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) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered systems or covered items of supply to the Government, and services affecting covered systems or covered items of supply.
- (c) In order to manage supply chain risk, the Government may use the authority provided by 50 U.S.C. 2786, to, among other things, withhold of consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract. When the Government exercises this authority, it will only provide the Contractor with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by the Government pursuant to 50 U.S.C. § 2786 shall be subject to review in any Federal court.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

30. SURVIVAL [Jun 2025]

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

31. CLAUSES INCORPORATED BY REFERENCE [Jul 2025]

- (a) The Federal Acquisition Regulation (FAR) and the U.S. Department of Energy Acquisition Regulation (DEAR) clauses listed in the table below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, and Company clauses listed below are incorporated by this reference as a part of these General Terms and Conditions with the same force and effect as if they were given in full text, as prescribed below:
- (b) The texts of FAR clauses and DEAR clauses are available at a variety of Internet Sites including URL: www.acquisition.gov.
- (c) The texts of Company clauses are available on the “Procurement” link at: [Special Articles and Forms](#)
- (d) As used in the clauses, the term “Contract” shall mean this Agreement; the term “Contractor” shall mean Seller; the term “subcontractor” shall mean Seller’s subcontractor, and the terms “Government” and “Contracting Officer” shall mean Company and Procurement Representative, except in FAR clause 52.216-15, and DEAR clauses 952.227-11, 970.5227-5, 970.5208-1, and 970.5232-3, in which clauses “Government” shall mean the United States Government and “Contracting Officer” shall mean the DOE/NNSA Contracting Officer for Prime Contract 89233224CNA000004 with Company. As additional exceptions, as used in DEAR clause 970.5227-4 and in FAR clause 52.227-1, FAR clause 52.227-14, FAR clause 52.227-23, and, with respect to title, in FAR clause 52.245-1 and its Alternate II, the term “Government” shall remain unchanged (except as noted below for FAR clause 52.227-1). As used in DEAR clause 952.227-9, the term “DOE” shall mean DOE/NNSA or Company.
- (e) The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual

and administrative reporting relationship and shall not apply to the extent they would affect the U.S. Government's rights; nor do they apply to the extent they are inconsistent with the text that accompanies the individual clause citations below. Seller shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO THIS AGREEMENT UNLESS OTHERWISE INDICATED BELOW OR IN THE BODY OF THE CLAUSE:		
Clause Number	Title and Date	Instructions
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)	Applies unless this agreement is a personal services contract with individuals
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 (NOV 2021)	None.
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)	None.
FAR 52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)	None
FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	Applicable when cost and pricing data required.
FAR 52.216-7	Allowable Cost and Payment (DEC 2002)	Substitute 31.3 in Agreements with educational institutions and 31.7 in Agreements with nonprofit organizations for 31.2 in paragraph (a).
FAR 52.216-15	Predetermined Indirect Costs Rates (APR 1998)	"Government" shall mean the "United States Government" and "Contracting Officer" shall mean the "DOE/NNSA Contracting Officer for Prime Contract 89233224CNA000004" with Company.
FAR 52.216-26	Payments of Allowable Costs before Definitization (DEC 2002)	None.
FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)	The substance of this clause to be included in all subcontracts.
FAR 52.223-3	Hazardous Material Identification and Material Safety Data Sheets (FEB 2021) and Alternate I (JUL 1995)	Applies only if Agreement involves delivery of hazardous materials.
FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	Paragraph (a) shall read 45 days prior.
FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	None.
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)	Submission of offer indicates acceptance of these terms.
FAR 52.227-1	Authorization and Consent (JUN 2020)	Applies if Agreement is for services other than research and development. Notes: The term "Government" means "Company in the phrase "accepted by the Government." The words "or the Company" are inserted between "liability to the Government" and "for infringement."
FAR 52.227-14	[Check provision below that applies OR include only applicable provision].	"Government" shall remain unchanged.

	<p>_____Rights in Data-General (MAY 2014) with Alternate V (DEC 2007) including new paragraph (j) and DEAR 927.409 revised paragraphs (a) Definitions and (d) (3) (so identified in DEAR 927.409 but to be included as (d) (4)).</p> <p>OR</p> <p>_____Rights in Data-General (MAY 2014) with Alternate IV (DEC 2007), revised paragraph (c) (1) and DEAR 927.409, revised paragraph (a) Definitions.</p>	<p>Applies if technical data or computer software is expected to be produced under the Agreement. For purposes of its performance of work under Prime Contract No. 89233224CNA000004, Company shall be entitled to the same rights and notices and subject to the same restrictions under this clause as the Government.</p> <p>Applies if the Agreement is for basic or applied research and computer software is not specified as a Deliverable in the Statement of Work, and no other special circumstances apply per DEAR 927.409. For purposes of its performance of work under Prime Contract No. 89233224CNA000004, Company shall be entitled to the same rights and notices subject to the same restrictions under this clause as the Government.</p>
FAR 52.227-16	Additional Data Requirements (JUN 1987)	Does not apply if Agreement is with a university or college for an amount of \$500,000 or less.
FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	“Government” shall remain unchanged. Applies if the Agreement is based upon a technical proposal.
FAR 52.229-10	State of New Mexico Gross Receipts and Compensating Tax (APR 2003)	Applies if any part of this Agreement is to be performed in the state of New Mexico.
FAR 52.232-20	Limitation of Cost (APR 1984)	Applies if the Agreement is fully funded.
FAR 52.232-22	Limitation of Funds (APR 1984)	Applies if the Agreement is incrementally funded.
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None.
FAR 52.242-15	Stop-Work Order (AUG 1989) with Alternate I (APR 1984)	None.
FAR 52.243-2	Changes – Cost-Reimbursement (AUG 1987), with Alternate V (APR 1984)	None.
FAR 52.244-2	Subcontracts (JUN 2020) with Alternate I (JUN 2020)	Insert in Paragraph (d): “Any subcontract or purchase order for other than “commercial items” exceeding the simplified acquisition threshold. (“Commercial item” has the meaning contained in FAR 52.202-1, Definitions.)”
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2025)	Includes full text except references to 52.222-21, Prohibition of Segregated Facilities (APR 2015) & 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
FAR 52.245-1	Government Property (SEP 2021) with Alternate II (APR 2021)	“Government” shall remain unchanged.
FAR 52.246-5	Inspection of Services – Cost-Reimbursement (APR 1984)	Applies if Agreement is for services other than research and development.
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)	None.
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)	None.
FAR 52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996)	None.
DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011)	Applies if the Agreement is for unclassified research involving nuclear technology.

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 952.217-70	Acquisition of Real Property (MAR 2011)	Applies if the Agreement involves leased space that is reimbursed.
DEAR 952.227-9	Refund of Royalties (MAR 1995)	“DOE” shall mean “DOE/NNSA” or “Company.” Applies if “royalties” of more than \$250 are paid by a subcontractor at any tier.
DEAR 952.227-11	Patent Rights – Retention by the Contractor (Short Form) (MAR 1995)	"Government" shall mean the “United States Government” and "Contracting Officer" shall mean the “DOE/NNSA Contracting Officer for Prime Contract 89233224CNA000004” with Company. Applies only if Seller is a nonprofit organization as set forth in 48 CFR 27.301. If Seller does not qualify in accordance with 48 CFR 27.301, it may request a patent waiver pursuant to 10 CFR 784. Add “and Procurement Representative” after “Contracting Officer” in subparagraph (1) (1).
DEAR 952.235-71	Research Misconduct (JUL 2005)	None.
DEAR 952.247-70	Foreign Travel (JUN 2010)	None.
DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (AUG 2016), paragraphs (a) through (k)	Applies to the Agreement to the extent the Agreement involves a risk of public liability, as that term is defined by the Atomic Energy Act of 1954, as amended, and by paragraph (2) of 48 CFR 952.250-70 (“public liability”). Seller shall flowdown this provision to all lower-tier subcontractors to the extent those subcontracts involve a risk of public liability.
DEAR 970.5204-3	Access to and ownership of records (OCT 2014)	Applicability instruction modeled after subsection (g).
DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (DEC 2000)	None.
DEAR 970.5227-4	Authorization and Consent (AUG 2002)	“Government” shall remain unchanged. Paragraphs (a), (c)(2), (c)(3) apply if Agreement is for research and development services.
DEAR 970.5225-1	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	None.
DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2010)	"Government" shall mean the “United States Government” and "Contracting Officer" shall mean the “DOE/NNSA Contracting Officer for Prime Contract 89233224CNA000004” with Company.
DOE O 551.1D	Official Foreign Travel (AUG 2016)	Applies if the Agreement requires foreign travel as prescribed in DEAR 952.247-70.
UCN-22427	Travel Reimbursement Policy (JUL 2024) (Company)	Applies to all cost-reimbursement, time-and materials, and labor-hour agreements. It also applies to those fixed-price agreements that have travel as a separate pay line item, but its applicability in such cases is only to that line item.
Consolidated Appropriation Act, 2014, Title III, Section 318 (the Act) (Pub.L. 113-76 §	General Provisions—Department of Energy (JAN 2014)	Seller is responsible for updating its record in the System for Award Management (SAM) on an annual basis during the period of performance of this subcontract. (SAM.gov Home)

318, 15 U.S.C. § 644)		
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APPLICABLE IF THE AGREEMENT IS FOR \$2,500 OR MORE:		
Clause Number	Title and Date	Instructions
FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	None.
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)	None.
FAR 52.222-43	Fair Labor Standards Act and 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 Under Executive Order 13658 (JAN 2022)	Applies if this Agreement exceeds \$2,500 or a portion of the work identified is covered by the Service Contract Act.
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	Applies if this Agreement will be performed wholly or partially in the United States, exceeds \$2,500, and a portion of the work identified is covered by the Service Contract Labor Standards.

APPLICABLE IF THE AGREEMENT IS FOR \$3,500 OR MORE:		
Clause Number	Title and Date	Instructions
FAR 52.222-54	Employment Eligibility Verification (MAY 2022)	Not applicable to COTS as defined by FAR.

APPLICABLE IF THE AGREEMENT IS FOR \$10,000 OR MORE:		
Clause Number	Title and Date	Instructions
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	Applies if Agreement will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	None.

APPLICABLE IF THE AGREEMENT IS FOR \$15,000 OR MORE:		
Clause Number	Title and Date	Instructions
FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020)	None.
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)	Applies if Agreement exceeds or is expected to exceed \$15,000.

APPLICABLE IF THE AGREEMENT IS FOR \$30,000 OR MORE:		
Clause Number	Title and Date	Instructions
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	None.

APPLICABLE IF THE AGREEMENT IS FOR \$35,000 OR MORE:		
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. (NOV 2021)	None.

THE FOLLOWING CLAUSE IS INCORPORATED IF THIS AGREEMENT EXCEEDS \$50,000:		
Clause Number	Title and Date	Instructions
FAR 52.225-3	Buy American – Free Trade Agreement – Israeli Trade Act (DEC 2022)	For acquisition of supplies, or services that furnish supplies, for use within the United States, and the acquisition value is \$50,000; or more, but is less than \$174,000. Does not include information technology that is a commercial product.

APPLICABLE IF THE AGREEMENT EXCEEDS \$100,000:		
Clause Number	Title and Date	Instructions
DEAR 970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)	"Government" shall mean the "United States Government" and "Contracting Officer" shall mean the "DOE/NNSA Contracting Officer for Prime Contract 89233224CNA000004" 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 shall be entitled to the same notices, cooperation, and assistance as is afforded the Government under this clause.

APPLICABLE IF THE AGREEMENT EXCEEDS \$150,000:		
Clause Number	Title and Date	Instructions
FAR 52.203-7	Anti-Kickback Procedures (JUN 2020), except paragraph (c)(1)	None.
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	"Government" retains its meaning.
FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020)	Applies if Agreement <i>equals</i> or exceeds \$150,000.
FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	Applies if FAR 52.222-35 applies.

APPLICABLE IF THE AGREEMENT EXCEEDS \$250,000:		
Clause Number	Title and Date	Instructions
FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	None.
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	None.
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	Applies if this Agreement has an estimated total value above the simplified acquisition threshold (\$250,000).
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (JUN 2020)	None.
FAR 52.204-14	Service Contract Reporting Requirements (OCT 2016)	Applies if this Agreement has an estimated total value above the simplified acquisition threshold (\$250,000), 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 above the simplified acquisition threshold (\$250,000).
FAR 52.215-2	Audit and Records - Negotiation (JUN 2020) (Alternate II) (AUG 2016)	For cost-reimbursement contracts with educational institutions and other nonprofit organizations, use the clause with its Alternate II.
FAR 52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort	None.
FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020)	None.
FAR 52.219-8	Utilization of Small Business Concerns (OCT 2022)	Applies if Agreement amount is expected to exceed \$250,000 unless performed entirely outside of the United States and its outlying areas.
FAR 52.242-13	Bankruptcy (JUL 1995)	None.
FAR 52.247-63	Preference for U.S. Flag Air Carriers (JUN 2003)	Applies if the Agreement involves international air transportation.

APPLICABLE IF THE AGREEMENT EXCEEDS \$750,000:

Clause Number	Title and Date	Instructions
FAR 52.219-9	Small Business Subcontracting Plan (JAN 2017) (Alternate II) (OCT 2022)	Applicability in subcontracts other than small business concerns that offer subcontracting possibilities.
FAR 52.242-5	Payments to Small Business Subcontractors (JAN 2017)	None.

APPLICABLE IF THE AGREEMENT EXCEEDS \$2,000,000:

Clause Number	Title and Date	Instructions
FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2011)	As prescribed by DEAR 970.1504-3-1
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (JUN 2020)	As prescribed by DEAR 970.1504-3-1. Not used when 52.215-10 is applicable.
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (JUN 2020)	As prescribed by DEAR 970.1504-3-1. Applies if 52.215-10 is applicable.
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data-Modification (JUN 2020)	As prescribed by DEAR 970.1504-3-1. Applies if 52.215-11 is applicable.
FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None.
FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None.
FAR 52.230-2	Cost Accounting Standards (JUN 2020)	Excluding paragraph (b), applies to nonprofit organizations if they are subject to full CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.201-2 (FAR Appendix B).
FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (MAY 2012), excluding paragraph (b)	Paragraph (b) is not applicable. Applies to nonprofit organizations if they are subject to modified CAS coverage as set forth in 48 CFR Chapter 99, Subpart 9903.210-2 (FAR Appendix B)
FAR 52.230-5	Cost Accounting Standards – Educational Institution (MAY 2012), excluding paragraph (b)	None.

FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010)	None.
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APPLICABLE IF THE AGREEMENT EXCEEDS \$6,000,000:

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.
FAR 52.203-14	Display of Hotline Poster(s) (b)(3) (NOV 2021)	The poster identified in paragraph (b)(3) of this clause is the Department of energy Office of Inspector General Hotline poster. This poster may be obtained from: http://energy.gov/ig/downloads/office-inspector-general-hotline-poster

APPLICABLE IF THE 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" shall mean the "United States Government" and "Contracting Officer" shall mean the "DOE/NNSA Contracting Officer for Prime Contract 89233224CNA000004" with Company.