

SRNS-MS-2008-00015
Revision 18
February 2, 2021

GENERAL PROVISIONS FOR
SOFTWARE LICENSE AGREEMENT
UNDER

U. S. DEPARTMENT OF ENERGY
PRIME CONTRACT NO.

DE-AC09-08SR22470

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
SAVANNAH RIVER SITE
AIKEN, SC 29808

** Incorporated by reference to appropriate FAR
clause (see <https://www.acquisition.gov/far/>) and DEAR
(see [http://energy.gov/management/downloads/searchable-
electronic-department-energy-acquisition-regulation](http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation))*

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SLA-1 GENERAL

The articles of this Agreement and any others made a

part of the Savannah River Nuclear Solutions Order with the Licensor shall apply notwithstanding any different or additional terms and conditions that may be submitted or proposed by Licensor, and Savannah River Nuclear Solutions objects to and shall not be bound by any such additional or different terms and conditions.

Subcontractors/Suppliers are required to register and maintain an active DUNS number and a current registration in the System for Award Management (SAM), formerly known as Central Contractor Registration (CCR), in compliance with FAR 52.204-7 and Subpart 42.12 of the FAR. In addition, a Subcontractor/Supplier Information Form (SIF) must be completed and submitted with the supplier's solicitation response.

When Subcontractor/Supplier shall perform any part of the Work on the premises of SRS or other premises owned and/or operated by the Government during the performance of this Order, the Subcontractor/Supplier shall demonstrate a culture of respect, including having a written policy on Respect in the Workplace; and shall be made available upon request.

SLA-2 DEFINITIONS

The following terms, when used with initial capitalization in this Order, shall have the meanings set forth below:

- A. "Agency Head" or "Head of Agency" means the Secretary of Energy or designee.
- B. "Procurement Representative" means the SRNS representative(s) authorized to enter into this Order with Licensor and to effect modifications and take other action hereunder. Where the context requires, the term "Procurement Representative" may also refer generally to SRNS.
- C. "Contracting Officer" means the Government official who executed the Prime Contract No. DE-AC09-08SR22470 between SRNS and DOE and includes any appointed successor or authorized representative thereof.
- D. "DOE" means the United States Department of Energy.
- E. "Government" means the United States of America.
- F. "Order" means the Order which is placed by SRNS for the licensing of certain specified Software and which contains or includes these articles.
- G. "Seller", who may also be referred to herein as Licensor and/or Subcontractor/Supplier, means the individual or organization entering into this Order with SRNS.
- H. "Software" means the specified software and/or source code licensed by Licensor to Licensee under the Order.
- I. "SRNS" which may also be referred to in these terms as the "Licensee," means the Savannah River

Nuclear Solutions, LLC.

- J. "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.
- K. "Non-Federal Employer" means any employer with respect to Covered Funds – the Contractor or Subcontractor/Supplier, as the case may be, if the Contractor or Subcontractor/Supplier is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any Contractor or Subcontractor/Supplier receiving the funds and any Contractor or Subcontractor/Supplier of the State or local government; and does not mean any department, agency, or other entity of the federal government.

SLA-3 LICENSE

Licensor hereby grants to SRNS a nonexclusive, transferable license to use the Software subject to the following terms, conditions, and restrictions:

- A. The license granted under this agreement authorizes SRNS to unlimited use of the Software in any machine-readable form on the single central processing unit (hereinafter referred to as "CPU"), or multiple central processing units controlled by a single operating system (together referred to as "CPU") designated by type, serial number, and location as follows:

Type _____
Serial No. _____
Location _____

- B. If the CPU designated in paragraph A. becomes inoperative due to malfunction, preventive maintenance, or engineering changes, Software may be temporarily transferred to a backup CPU until the designated CPU is restored to operative status.
- C. The SRNS acknowledges that Licensor considers Software to contain proprietary data and as such

SRNS agrees that, during the term of this agreement and for a period of one year following termination of this agreement, to treat Software with the same degree of caution, care, and confidentiality as it treats its own proprietary information and in accordance with the provisions of this agreement, except that such obligations shall not extend to any information or technical data relating to Software which is now available to the general public or which later becomes available to the general public by acts not attributable to SRNS and its employees. All such proprietary data shall be so identified and marked by Licensor at the time it is conveyed to SRNS. Except as may be required for Licensee's own archival purposes, SRNS shall not knowingly make or allow others to make copies or reproductions of the Software in any form without written electronic consent of Licensor.

- D. Use of Software shall be limited to work under Licensee's contract (#DE-AC09-08SR22470) with the Department of Energy (DOE).

SLA-4 ASSIGNMENT

Neither this Order nor any interest herein nor claim hereunder shall be assigned or transferred by either party except as expressly authorized by the other party in writing; provided, however, that this License, or any part hereof, may be assigned by SRNS to DOE or any designee of DOE without the permission of the Licensor, in which case written electronic notice of such assignment shall be given to Licensor.

SLA-5 TERMINATION

- A. SRNS may terminate this Order by written electronic notice, in whole or in part, when SRNS determines it is in its best interest to do so. In such event, SRNS shall pay to Licensor any fees due under the terms of this Order for Software licensed up to the date of termination, but shall have no further liability.
- B. Either party may, by written electronic notice to the other party, terminate this Order in whole or in part without liability therefore if such other party fails to perform in accordance with any provision hereof; provided, however, that in the event of a termination under this paragraph B, the terminating party shall first have given the other party a written electronic notice specifying the failure complained of and thirty (30) days to cure such failure.
- C. In the event of termination of the Order in whole or in part, SRNS will destroy or return to Licensor all affected Software and documentation and all copies thereof.
- D. The rights and remedies of the parties under this clause are in addition to any other rights and remedies provided by law or specified elsewhere in

this Order to the extent such other rights and remedies are not inconsistent with the provisions hereof.

SLA-6 DISPUTES

- A. Licensor shall not be entitled to and neither SRNS nor the Government shall be liable to the Licensor or its Subtier Subcontractors/Suppliers for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this Order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written electronic notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute that cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.
- C. During the pendency of a dispute, the Licensor shall proceed diligently with performance of all terms of this Order. The Licensor's consent to proceed shall not restrict or otherwise affect the Licensor's right to contest any claim.

SLA-7 WARRANTY AND CORRECTION OF ERRORS

- A. For a period of one (1) year following the date of this agreement, Licensor will warrant that the Software is free of defects and is fit for the purposes intended by SRNS and the Licensor shall provide SRNS with correction of errors found in the original Software. Such corrections shall be provided at no cost to the Licensee.
- B. If Licensor is called upon by SRNS to undertake error exploration or correction, and such error is found to be caused by SRNS supplied data, modification of Software by SRNS, compiler or operating system characteristics, or any other cause not inherent in the original Software,

Licensor may submit a proposal for adjustment in the Order price for such services at the Licensor's standard rate then in effect.

SLA-8 TAXES

- A. The Licensor is not obligated to collect South Carolina sales or use tax from SRNS for the Order amount. Therefore, the price established in this Order shall not include any increment for South Carolina sales tax.
- B. The Order price includes all applicable Federal, State and local taxes and duties.

SLA-9 SOUTH CAROLINA TAX REQUIREMENTS FOR NONRESIDENTS

Non-resident Subcontractors/Suppliers conducting a business or performing personal services of a temporary nature within South Carolina are required to register with the South Carolina Department of Revenue in accordance with Title 12 of the Code of Laws of South Carolina, sections 12-8-540 & 12-8-550. Proof of registration must be submitted to ASG@srs.gov and the SRNS Procurement Representative prior to award.

SLA-10 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this Order, the Subcontractor/Supplier is responsible for complying with the following requirements and for flowing down all requirements to Subtier Subcontractors/Suppliers.

- A. The Subcontractor/Supplier ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE O 471.1B). Subcontractor/Supplier may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Subcontractor/Supplier ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE O 471.1B. Any material or data containing UCNI that is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRNS Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE O 471.1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner as described in DOE O 471.1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders

that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Subcontractor/Supplier disposition of other classified material or data. If the above disposal methods are not available to the Subcontractor/Supplier, the Subcontractor/Supplier may return the UCNI matter to the STR/End User for disposition, with the prior approval of the STR/End User.

- D. The Subcontractor/Supplier shall report to the SRNS Security Office or the SRNS Purchasing Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this Order results in the generation of unclassified documents that contain UCNI, the Subcontractor/Supplier shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The Subcontractors/Suppliers Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the Subcontract/Supplier has a formally designated Classification Officer, the Classification Officer-
 - (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and Subtier Subcontractors/Suppliers and maintains a current list of all Reviewing Officials; and
 - (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the Subcontractor/Supplier has no formally designated Classification Officer, the Subcontractor/Supplier submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

SLA-11 LIMITATION OF FUNDS

Note: This article is applicable only if this License is partially funded.

- A. Of the total price of this License, the sum of \$ _____ is presently available for payment and allotted to this License. It is anticipated that additional funds will be allocated to the License in

accordance with the following schedule until the total price of the License is funded:

- B The Licensor agrees to perform or have performed work on this License up to the point at which, if this License is terminated pursuant to the Termination For Convenience of SRNS article of this License, the total amount payable by SRNS (including amounts payable for licenses and settlement costs) pursuant to the Termination For Convenience of SRNS article would, in the exercise of reasonable judgment by the Licensor, approximate the total amount at the time allotted to the License. The Licensor is not obligated to continue performance of the work beyond that point. SRNS is not obligated in any event to pay or reimburse the Licensor more than the amount from time to time allotted to the License, anything to the contrary in the Termination For Convenience of SRNS article notwithstanding.
- C. (1) It is contemplated that funds presently allotted to this License will cover the work to be performed until
- (2) If funds allotted are considered by the Licensor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Licensor shall notify SRNS in writing when within the next 60 days the work will reach a point at which, if the License is terminated pursuant to the Termination For Convenience of SRNS article of the License, the total amount payable by SRNS (including amounts payable for licenses and settlement costs) pursuant to the Termination For Convenience of SRNS article will approximate 75 percent of the total amount then allotted to the License.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it.
- (ii) The Licensor shall, 60 days in advance of the date specified in subparagraph C (1) of this clause, or an agreed date substituted for it, advise SRNS in writing as to the estimated amount of additional funds required for the timely performance of the License for a further period as may be specified in the License or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C (3) (ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRNS shall, upon the

Licensor's written electronic request, terminate this License on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRNS article.

- D. When additional funds are allotted from time to time for continued performance of the work under this License, the parties shall agree on the applicable period of Order performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Order shall be modified accordingly.
- E. If, solely by reason of SRNS's failure to allot additional funds in amounts sufficient for the timely performance of this License, the Licensor incurs additional costs or is delayed in the performance of the work under this License, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. SRNS may at any time before termination, and, with the consent of the Licensor, after notice of termination, allot additional funds for this License.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRNS under the default article of this License. This clause shall become inoperative upon the allotment of funds for the total price of the work under this License except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRNS to terminate this License pursuant to the Termination for Convenience of SRNS article of the License.

SLA-12 PAYMENT BY ELECTRONIC FUNDS TRANSFER

A. Methods of Payment.

- (1) All payments by SRNS under this Order shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event SRNS is unable to release one or more payments by EFT, Licensor agrees to either:
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request SRNS to extend payment due

dates until such time as SRNS makes payment by EFT.

B. Mandatory Submission of Licensor's EFT Information.

Licensor is required to provide SRNS with the information required to make payment by EFT. Licensor shall provide this information directly to the office designated in this Order, on forms provided by SRNS, no later than 15 days after award. If not otherwise specified in this Order, the payment office is the designated office for receipt of Licensor's EFT information. In the event the EFT information changes, Licensor shall be responsible for providing the updated information to the designated office.

C. Mechanisms for EFT Payment.

SRNS may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment.

- (1) SRNS is not required to make any payment under this Order until after receipt, by the designated office, of the correct EFT payment information from Licensor. Until receipt of the correct EFT information, any invoice or Subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Order.
- (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Licensor may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information.

On the day payment on Licensor's invoice is due SRNS will issue instructions to its bank to transfer payment to Licensor, and will also send a FAX to Licensor explaining the details to support the payment. Licensor's shall issue electronically all invoices directly to Accounts Payable via the SRNS-ACCTSPAY@srs.gov email account. Licensor's shall include banking information on each invoice submitted to facilitate proper EFT. Licensor shall include on the invoice the Licensor's name; invoice date; subcontract/purchase order number; vendor invoice number, account number, and/or any other identifying number agreed to by subcontract; description (including, for example, subcontract line/subline number), unit price and quantity of goods and services rendered per specific line item and line item sub-total cost; subcontract name (where practicable), title and telephone number; other substantiating documentation or information required by the

subcontract. . If there are invoice discrepancies, SRNS will relay to the subcontractor/supplier the deficiencies in their invoice within ten (10) days of receipt of the invoice. The invoice will not be acted upon. Receipt of a corrected invoice will re-initiate the aging of the invoice for payment purposes.

F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRNS used the Licensor's EFT information incorrectly, SRNS remains responsible for --
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Licensor's EFT information was incorrect, or was revised within 30 days of SRNS release of the EFT payment transaction instructions to the bank, and --
 - (i) If the funds are no longer under the control of the payment office, SRNS is deemed to have made payment and the Licensor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, SRNS shall not make payment and the provisions of paragraph D shall apply.

G. Overpayments. If Licensor becomes aware of a duplicate invoice payment or that SRNS has otherwise overpaid on an invoice payment, the Licensor shall immediately notify SRNS and request instructions for disposition of the overpayment.

SLA-13 RESERVED

**SLA-14 SUPPLEMENTAL DEFINITIONS
FOR FAR AND DEAR CLAUSES
INCORPORATED BY REFERENCE**

- A. "Contract" means this Subcontract or Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Contractor" means the Subcontractor/Supplier or any other party to whom this Subcontract or Order is awarded (except in instances when it is not applicable or appropriate).
- C. "Government" means SRNS (except in instances when it is not applicable or appropriate).
- B. "Contracting Officer" means the Procurement Representative of SRNS.
- C. "Subtier Subcontractor/Supplier" means any party entering into an agreement with the Subcontractor/Supplier or any Subtier Subcontractor/Supplier for the furnishing of

supplies or services required for performance of this Subcontract.

This Software License Agreement incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available.

***SLA-15 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

DEAR 952.250-70

Note: Include this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Atomic Energy Act of 1954 (Act) and further described in paragraph DEAR 952.247-70 (d)(2). However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act, as amended, or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

***SLA-16 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)**
FAR 52.225-13

***SLA-17 EQUAL OPPORTUNITY (APR 2002)**
FAR 52.222-26

***SLA-18 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
FAR 52.222-21

***SLA-19 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
FAR 52.222-36

Note: Applies if Order exceeds \$10,000.

***SLA-20 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**
FAR 52.222-35

Note: Applies if Order is \$25,000 or more.

***SLA-21 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)**
FAR 52.222-37

Note: Applies if Order is \$25,000 or more.

***SLA-22 PATENT INDEMNITY (APR 1984)**
FAR 52.227-3

Note: Applies if Order exceeds \$10,000.

***SLA-23 AUTHORIZATION AND CONSENT (JUL 1995)**
FAR 52.227-1

Note: Applies if Order exceeds \$100,000.

***SLA-24 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**
DEAR 970.5227-5

Note: Applies if Order exceeds \$100,000.

***SLA-25 ANTI-KICKBACK PROCEDURES (JUL 1995)**
FAR 52.203-7

Note: Applies if Order exceeds \$100,000.

***SLA-26 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**
FAR 52.203-6

Note: Applies if Order exceeds \$100,000.

SLA-27 ACCEPTANCE OF TERMS AND CONDITIONS

A . Subcontractor/Supplier, by signing this Agreement/Subcontract or delivering the items identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement/Subcontract incorporated by reference or attachment. The Company hereby objects to any terms and conditions contained in any acknowledgment of this Agreement/Subcontract that are different from or in addition to those mentioned in this document. Failure of the Company to enforce any of the provisions of this Agreement/Subcontract shall not be construed as evidence to interpret the requirements of this Agreement/Subcontract, nor a waiver of any requirement, nor of the right of the Company to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement/Subcontract.

B . When the use of Subtier Subcontractors/Suppliers is determined to be applicable, the Prime Subcontractor/Supplier is responsible to flow down those Technical and Quality requirements deemed applicable for the activities within its defined scope of work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified

within the procurement documents included with this Order/Subcontract package. The Prime Subcontractor/Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier Subcontractors/Suppliers, which includes verification that the Subtier Subcontractor/Supplier has been appropriately qualified to perform the activities required to satisfy this procurement. The Prime Subcontractor/Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Subcontractor/Supplier to the Prime Subcontractor/Supplier determines it to be necessary to subcontract further its parts of this SRNS contract.

- C. When NQA-1 is invoked as the governing quality standard, the Prime Subcontractor/Supplier and applicable Subtier Subcontractors/Suppliers shall be required to meet the Part 1 Requirements (Sections 100 through 900, as determined to be applicable) in the Procurement document. NQA-1 Part II will be invoked at the discretion of SRNS and will be detailed via the procurement documents, and if invoked, must be flowed down from the Prime Subcontractor/Supplier to its applicable Subtier Subcontractors/Suppliers at all levels. If the Prime Subcontractor/Supplier or its Subtier Subcontractors/Suppliers intends to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Subcontractor's/Supplier's process verified and approved prior to dedicating any material associated with an SRNS procurement.
- D. The SRNS Procurement Representative is to be notified in writing, within five working days of any changes within your company as identified below:

Key quality personnel to include as a minimum: Quality Assurance/Quality Control Manager

Assistant Quality Assurance/Quality Control Manager,

Other critical Quality Assurance/Quality Control personnel

Quality Assurance Program Revisions,

Company ownership transfers/buy-outs and all identified Nonconformance or Corrective Action Reports associated with SRNS contracts including those issued concerning Subtier Subcontractors/Suppliers.

SLA-28 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (REFERENCE FAR 52.204-21 JUN 2016)

- (a) *Definitions.* As used in this clause--

"Covered subcontractor information system" means an information system that is owned or operated by a subcontractor that processes, stores, or transmits Federal contract information.

"Federal subcontract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

- (b) Safeguarding requirements and procedures.

(1) The Subcontractor shall apply the following basic safeguarding requirements and procedures to protect covered subcontractor information systems. Requirements and procedures for basic safeguarding of covered subcontractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible

information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Subcontractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered subcontractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

***SLA-29 CONTRACTOR REQUIREMENTS
DOCUMENT DOE O 221.1B,
REPORTING FRAUD, WASTE AND
ABUSE TO THE OFFICE OF
INSPECTOR GENERAL***

Regardless of the performer of the work, the Subcontractor/Supplier is responsible for complying with the requirements of this Contractor Requirements Document (CRD). This flowed down applies to subcontracts with a value of \$5.5 million or more and with a period of performance of 120 days or longer.

**SUBCONTRACTOR/SUPPLIER AND ITS
SUBTIER SUBCONTRACTORS/SUPPLIERS
MUST MEET THE FOLLOWING
REQUIREMENTS.**

1. **GENERAL REQUIREMENTS.** Subcontractor/Supplier, and its Subtier Subcontractors/Suppliers, must not deter or dissuade employees from notifying an appropriate authority of actual or suspected violations of law, rule or regulation (including criminal acts under Title 18 of the United States Code, Crimes and Criminal Procedure); gross mismanagement; a gross waste of funds; serious threats to environment, safety, and health; and abuse of authority relating to DOE programs, operations, facilities, contracts, or information technology systems. Appropriate authorities include but are not limited to the Office of Inspector General (OIG), a supervisor, an Employee Concerns office, general counsel, security officials, the U.S. Government Accountability Office, outside law enforcement agency such as the Federal Bureau of Investigation (FBI) or State/local police. Subcontractor's/Supplier's, and its Subtier Subcontractors'/Suppliers', employees are not expected to report allegations based on mere suspicion or speculation. When in doubt, officials are encouraged to contact a local OIG representative to determine whether reporting is necessary.

Individuals who contact the OIG are not required to reveal their identity to the OIG. However, persons who report allegations are encouraged to identify themselves in the event additional questions arise as the OIG evaluates or pursues their allegations. Confidentiality for DOE Federal employees is established by the Inspector General Act of 1978, section 7(b), which prevents the OIG from disclosing the identity of a DOE Federal employee who reports an allegation or provides information, without the individual's consent, unless the OIG determines that disclosure is unavoidable during the course of the investigation. Because of their unique role within DOE, the OIG also applies this provision to DOE

facility management contractor employees. All others who report allegations are not automatically entitled to confidentiality. Such individuals may request confidentiality, which will be evaluated on a case-by-case basis.

Individuals who contact the OIG are encouraged to provide relevant and specific details of the issue, including the identity of the person, company, or organization alleged to have engaged in wrongdoing; a description of the alleged impropriety; the DOE facility and program affected by the alleged misconduct; Contract/Subcontract numbers; date(s) of alleged wrongdoing; how the complainant is aware of the alleged impropriety; the identity of potential witnesses; and the identity and location of supporting documentation.

a. The following issues are exempt from reporting to the OIG:

(1) Threats of actual or imminent bodily injury or death (such as assault, arson, etc.). However, threats of actual or imminent bodily injury or death must be reported immediately to SRNS, site security, and Federal, State, or local law enforcement authorities in accordance with DOE or local site guidance.

(2) Information about espionage. Information regarding espionage, including approaches made by representatives of other Governments for the commission of espionage or the collection of information, must be reported to the Department's Deputy Director of Counterintelligence and SRNS Counterintelligence.

b. The following issues may be reported to the OIG, but are routinely referred to other appropriate authorities:

(1) Regulatory violations already submitted to or discovered by the Office of Enterprise Assessments;

(2) Professional disagreements of opinion;

(3) Non-compliance with internal office policies and procedures; policy disagreements;

(4) Security infractions;

(5) Employee grievances and disputes among employees;

(6) Prohibited personnel practices;

(7) Employee performance concerns, and minor conduct issues such as tardiness and other minor leave issues, insubordinate behavior and failure to follow instructions, and discourteous and unprofessional behavior;

(8) Failure to pay legitimate debts;

(9) Equal employment opportunity complaints (including sexual harassment complaints);

(10) Classification appeals (related to both documents and personnel positions);

(11) Theft of personal property; and

(12) Off-duty conduct that does not involve DOE funds, programs, operations, facilities, subcontracts, or information technology systems.

2. SPECIFIC CONTRACTOR REQUIREMENTS.

a. In accordance with Federal Acquisition Regulation (FAR) clause 52.203-13, the Contractor/Subcontractor/Supplier shall timely disclose,

in writing, to the OIG whenever, in connection with the award, performance, or closeout of a DOE contract or any subcontract thereunder, the Contractor/Subcontractor/Supplier has credible evidence that a principal, employee, agent, or subtier subcontractor/supplier of the Contractor/Subcontractor/Supplier has committed:

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the U.S. Code; or

(2) A violation of the civil False Claims Act, found in Title 31 of the U.S. Code.

b. Notify Subcontractor's/Supplier's and its Subtier Subcontractors'/Suppliers' employees annually of their duty to report actual or suspected violations of law, rule, or regulation outlined above.

c. Prominently display DOE OIG hotline posters within business segments performing work under a DOE Subcontract and at DOE work sites.

d. Subcontractor/Supplier and its Subtier Subcontractors'/Suppliers' personnel with appropriate authority may gather additional information prior to reporting the matter to the OIG, provided:

(1) relevant information and documents are not altered, destroyed or hidden, and

(2) personnel are not influenced in their recollection of events or discouraged or prohibited from contacting, or cooperating with, the OIG.

e. With the exceptions of traffic violations and thefts of personal property, ensure that criminal allegations or offenses involving DOE funds, programs, operations, facilities, subcontracts, or information technology systems that are reported to an outside law enforcement agency such as the FBI or state/local police are reported to the OIG within 3 business days of making or becoming aware of such a report to ensure timely and appropriate coordination among law enforcement agencies with DOE jurisdiction.

f. Ensure that no nondisclosure policy, directive, form, or agreement is implemented or enforced that restricts Subcontractor's/Supplier's and its Subtier Subcontractors'/Suppliers' employees from reporting information about actual or suspected violations of law, statute, or regulation involving fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement to the OIG.

g. Ensure that no Subcontractor/Supplier and its Subtier Subcontractor/Supplier employee with authority takes or threatens to take any action against any Subcontractor/Supplier and its Subtier Subcontractor/Supplier employee as a reprisal for making a whistleblower complaint or disclosing information in support of a whistleblower complaint to a supervisor, management official, the OIG or other appropriate authority.

h. Report to the OIG any credible evidence, including a credible statement from the alleged victim, that

reprisal action is being or has been taken, or is threatened to be taken, against a Subcontractor/Supplier and its Subtier Subcontractor/Supplier employee for making a complaint or disclosing information to a supervisor, management official, the OIG, or other appropriate authority.

**SLA-30 CONTRACTOR REQUIREMENTS
DOCUMENT DOE O 221.2A,
COOPERATION WITH THE OFFICE
OF INSPECTOR GENERAL**

The subcontractor/supplier and their subtier subcontractors must meet the following requirements.

1. GENERAL REQUIREMENTS.

Subcontractors/suppliers must ensure that their employees and subtier subcontractors cooperate fully and promptly with requests from the Office of Inspector General (OIG) for information and data relating to DOE programs and operations.

2. SPECIFIC REQUIREMENTS.
Subcontractors/suppliers must ensure that all their employees and subtier subcontractors understand that they must:

- a. comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements.
- b. not impede or hinder another employee's or subtier subcontractor's cooperation with the OIG.
- c. ensure that reprisals are not taken against DOE contractor or SRNS employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

**SLA-31 DOE O 486.1A, FOREIGN
GOVERNMENT SPONSORED OR
AFFILIATED ACTIVITIES**

Note: This article applies to Research & Development or Demonstration subcontracts, at any tier, to the extent necessary to ensure the subcontractor's/supplier's or subtier subcontractors' compliance with the requirements, where the subcontractor's/supplier's or subtier subcontractors' work within the scope of the Subcontract is performed on or at a Department of Energy of Energy (DOE)/National Nuclear Security Administration (NNSA) site/facility, including DOE/NNSA/contractor leased space.

Regardless of the performer of the work, the subcontractor/supplier is responsible for complying with the requirements of this article. The definitions found in Attachment 2 to DOE O 486.1A, referenced in and made a part of this article, provide information applicable to subcontracts in which this article is inserted. The Subcontractor/supplier is responsible for flowing down the requirements of this DOE Order and article to subtier

subcontractors, at any tier, to the extent necessary to ensure compliance.

Subcontractor personnel participation in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk is prohibited.

Subcontractor Employee participation in any Other Foreign Government Sponsored or Affiliated Activity is restricted.

1. The Subcontractor shall be required to complete a PF-249 Certification form prior to execution of a subcontract, including any subsequent modifications; and on a recurring annual basis.
2. In addition to the PF-249 Certification Form the Subcontractor shall immediately notify SRNS upon identification or notification it or any of its personnel/subtiers are involved with A Foreign Government Sponsored Talent Program or Other Government Sponsored or Affiliated Activity.
3. The Subcontractor shall cooperate with SRNS/DOE to determine if any disclosed or otherwise identified activity falls within the boundaries of prohibited and/or restricted activities.
4. Upon notification to SRNS of potential activity the Subcontractor recognizes it may be required to stop performance of work under the subcontract during the investigatory period until a final determination is made and/or approval is granted by DOE, including a decision on any exemption request. The Subcontractor specifically acknowledges that in the event it is required to delay performance of work as a result of compliance with this clause this may qualify as grounds for termination for cause in accordance with this agreement.

***SLA-32 STOP WORK (AUG 1989)
FAR 52.242-15**

**SLA-34 DEAR 952.204-71 SENSITIVE
FOREIGN NATIONS CONTROLS
(MAR 2011)**

The following is applicable in subcontracts which may involve making unclassified information about nuclear technology available to sensitive foreign nations

A. In connection with any activities in the performance of this subcontract, the Subcontractor/Supplier agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this subcontract, relating to those countries, which may from time to time, be identified to the Subcontractor/Supplier by written notice as sensitive foreign nations. The Subcontractor/Supplier shall have the right to

terminate its performance under this subcontract upon at least 45 days prior written notice to Savannah River Nuclear Solutions, LLC (SRNS) procurement representative if the Subcontractor/Supplier determines that it is unable, without substantially interfering with its policies or without adversely impacting its performance to continue performance of the work under this subcontract as a result of such notification. If the Subcontractor/Supplier elects to terminate performance, the provisions of this subcontract regarding Termination for the Convenience of shall apply.

B. The provisions of this clause shall be included in any of Subcontractor's/Supplier's contracts/agreements with a subtier supporting Subcontractor's/Supplier's performance of this subcontract which may involve making unclassified information about nuclear technology available to sensitive foreign nations.

(This article applies to Advisory and Assistance services, and all other service and material subcontracts. Exceptions to this requirement are Strategic Agreement auto-sourced purchase orders and purchase orders placed through Vinimaya; however, Organizational Conflicts of Interest (OCI) determinations must be addressed for Strategic Agreements and at the Basic Ordering Agreement(BOA) and Task Order Authorization (TOA) level for services. Peard orders and purchase orders equal to or less than the micro-purchase threshold are exempt from this requirement.)

SLA-35 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

DEAR 952.209-72

(a) Purpose. The purpose of this clause is to ensure that the subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "subcontractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, 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 Subcontractor's Work Product.

(i) The subcontractor shall be ineligible to participate in any capacity in SRNS, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the subcontractor's performance of work under this subcontract for a period of Procurement Representative see DEAR 909.507-2 and enter specific term) years after the completion of this subcontract. Furthermore, unless so directed in writing by the Procurement Representative

, the subcontractor shall not perform any advisory and assistance services, or all other services and materials, work under

this subcontract on any of its products or services or the products or services of another firm if the subcontractor is or has been substantially involved in their development or marketing.

Nothing in this subparagraph shall preclude the subcontractor from competing for follow-on subcontracts for advisory and assistance services or all other services and materials.

(ii) If, under this subcontract, the subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the subcontractor from offering or selling its standard and commercial items to SRNS.

(2) Access to and use of information. (i) If the subcontractor, in the performance of this subcontract, obtains access to information, such as SRNS 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, the subcontractor agrees that without prior written approval of the Procurement Representative it shall 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 SRNS based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released

or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to SRNS 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 SRNS.

(ii) In addition, the subcontractor 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 subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this subcontract.

(c) Disclosure after award. (1) The subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall 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 the subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. SRNS may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of SRNS.

(2) In the event that the subcontractor 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, SRNS may terminate this contract 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 subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Procurement Representative may terminate the subcontract for default, disqualify the subcontractor from subsequent related contractual efforts, and pursue such other remedies

as may be permitted by law or this subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Procurement Representative and shall 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 SRNS, the Procurement Representative may grant such a waiver in writing.

(End of clause)

ALTERNATE I: In accordance with 909.507-2 and 970.0905, include the following alternate in the specified types of subcontracts.

(f) Subcontracts. (1) The Procurement Representative subcontractor shall

include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts in

accordance with FAR part 13 and involving the performance of advisory and assistance services as that term is defined at FAR

37.201. The terms “subcontract,” “subcontractor,” and “Procurement Representative” shall be appropriately modified to preserve SRNS’ rights.

(2) Prior to the award under this subcontract for advisory and assistance services or all other service and material subcontracts, the Procurement Representative shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall 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, the subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Procurement Representative. If the conflict cannot be avoided or neutralized, the Procurement Representative must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

SECTION A

SECTION A ARTICLES APPLIES TO ALL ORDERS FUNDED, IN WHOLE OR IN PART BY THE RECOVERY ACT of 2009, Pub. L. 111-5, (Recovery Act or Act)

The following terms are applicable if performance of this Order will require the Subcontractor's/Supplier's employee(s) to perform work under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-

5,
(Recovery Act or Act.)

A. Segregation and Payment of Costs

Subcontractor/Supplier must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance. Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

B. Prohibition on Use of Funds

None of the funds provided under this subcontract derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Wage Rates

All laborers and mechanics employed by Subcontractors/Suppliers and sub-tier Subcontractors/Suppliers on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

D. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that

is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

E. Registration requirements

Subcontractors/Suppliers shall register and maintain an active DUNS number and a current registration in the System for Award Management (SAM), formerly known as Central Contractor Registration (CCR), in compliance with FAR 52.204-7 and Subpart 42.12 of the FAR. In addition, a Subcontractor/Supplier Information Form (SIF) must be completed and submitted with the supplier's solicitation response.

F. Utilization of Small Business

Subcontractor/Supplier shall to the maximum extent practicable give a preference to small business in the award of Lower-tier Subcontracts for projects funded by Recovery Act dollars.

G. American Recovery and Reinvestment Act – Reporting Requirements

A. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act - Construction Materials under Trade Agreement (Mar 2009)

FAR 52.225-24 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act - Construction Materials under Trade Agreement (Mar 2009)

FAR 52.203-15 Whistleblower
Protections Under the American
Recovery and Reinvestment Act of
2009 (Mar 2009)

FAR 52.204-11 American Recovery
and Reinvestment Act Reporting
Requirements (Mar 2009)

FAR 52.212-5 (Alternate II) Contract
Terms and Conditions Required to
Implement Statutes or Executive
Orders - Commercial Items (Mar
2009)

FAR 52.214-26 (Alternate I) Audit
and Records— Sealed Bidding (Mar
2009)

FAR 52.215-2 (Alternate I) Audit
and Records— Negotiation (Mar
2009)

B. All other terms and conditions
remain unchanged.