



**EXHIBIT A  
GENERAL CONDITIONS  
MASTER TASK ORDER AGREEMENT – COMMERCIAL SERVICES**

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## Contents

GC-1	INDEPENDENT CONTRACTOR	2
GC-2	AUTHORIZED REPRESENTATIVES AND NOTICES	2
GC-3	SUBCONTRACT INTERPRETATION	2
GC-4	ORDER OF PRECEDENCE	2
GC-5	STANDARDS AND CODES	3
GC-6	LAWS AND REGULATIONS	3
GC-7	PERMITS AND TAXES	3
GC-8	LABOR, PERSONNEL AND WORK RULES	3
GC-9	PUBLICITY AND ADVERTISING	4
GC-10	SAFETY, HEALTH AND SECURITY	4
GC-11	INSPECTION AND TESTING	4
GC-12	CHANGES	5
GC-13	PRICING OF ADJUSTMENTS	5
GC-14	DISPUTES	5
GC-15	RECORDS AND AUDIT	7
GC-16	WARRANTY	8
GC-17	INDEMNITY	8
GC-18	USE OF TECHNICAL DATA	9
GC-19	ASSIGNMENTS AND SUBCONTRACTS	9
GC-20	SUSPENSION	10
GC-21	TERMINATION	10
GC-22	FINAL INSPECTION AND ACCEPTANCE	11
GC-23	NONDISCLOSURE	11
GC-24	NON-WAIVER	11
GC-25	EXPORT CONTROLS AND RESTRICTED PARTIES	12
GC-26	HAZARDOUS SUBSTANCE AWARENESS	13
GC-27	HAZARDOUS SUBSTANCE REGULATIONS	14
GC-28	REPRESENTATIONS AND CERTIFICATIONS	14
GC-29	CONTRACTORS LICENSING LAW	14

### Appendices:

A-1	Representations and Certifications
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### **GC-1 INDEPENDENT CONTRACTOR**

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR or CUSTOMER in performing this subcontract, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. SUBCONTRACTOR shall perform the Work using its own methods subject to compliance with the subcontract.

### **GC-2 AUTHORIZED REPRESENTATIVES AND NOTICES**

Unless otherwise specified, all notices and communications in accordance with or related to this subcontract shall be between authorized representatives designated in writing by the parties immediately following the award of this subcontract. Notices under this subcontract shall be in writing and effective upon receipt by the authorized representative of the receiving party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this subcontract or as directed by notice. SUBCONTRACTOR and CONTRACTOR may each change its authorized representative(s) and contact information at any time upon prior written notice to the other party.

### **GC-3 SUBCONTRACT INTERPRETATION**

- A. SUBCONTRACTOR shall immediately submit to CONTRACTOR in writing for resolution:
- (1) All questions concerning interpretation or clarification of the Subcontract Documents or applicable standards and codes,
  - (2) Conflicts or discrepancies discovered by SUBCONTRACTOR between or within the Subcontract Documents and any applicable standards, codes, laws and regulations, and
  - (3) Errors or omissions discovered by SUBCONTRACTOR in the Subcontract Documents.
- B. Subject to the provisions of the General Condition titled "CHANGES", all determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be liable for any costs and expenses arising from its failure to comply with its obligations in this clause or furnishing any equipment or material or performing any work containing the conflict, discrepancy, error or omission prior to or inconsistent with CONTRACTOR'S written determination, instruction or clarification.

### **GC-4 ORDER OF PRECEDENCE**

All Subcontract Documents and subsequently issued Change Notices, Change Orders and Amendments are essential parts of this subcontract. In resolving conflicts or discrepancies between any of the Subcontract Documents the following order of precedence shall be used:

- (1) Subcontract Form of Agreement, and Appendix SFA-1
- (2) Exhibit C - Quantities, Pricing and Data
- (3) Exhibit B - Special Conditions
- (4) Exhibit F - AEDC TOS Conditions
- (5) Exhibit A - General Conditions

- (6) Exhibit D - Scope of Work
- (7) Exhibit D - Technical Specifications and Exhibit "E" – Drawings

#### **GC-5 STANDARDS AND CODES**

Wherever references are made in this subcontract to standards or codes in accordance with which the Work under this subcontract is to be performed, the edition or revision of the standards or codes current on the effective date of this subcontract shall apply unless otherwise expressly stated. In the event of changes to any referenced standards and codes during performance of the Work, SUBCONTRACTOR shall provide CONTRACTOR written notice immediately upon SUBCONTRACTOR'S knowledge of the change. In case of conflict between any referenced standards and codes and any Subcontract Documents, the General Condition titled "SUBCONTRACT INTERPRETATION" shall apply.

#### **GC-6 LAWS AND REGULATIONS**

SUBCONTRACTOR shall comply with, and require its lower-tier subcontractors and suppliers to comply with all applicable laws, ordinances, statutes, rules, regulations, orders or decrees in effect at the time the Work under this subcontract is performed, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto. SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation of this subclause. SUBCONTRACTOR understands that any violation of this subclause could result in the termination of this subcontract and any other agreement between SUBCONTRACTOR or any of its affiliated companies and CONTRACTOR or any of its affiliated companies. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any competent authority resulting from any breach of this clause by SUBCONTRACTOR or any lower-tier subcontractor or supplier.

#### **GC-7 PERMITS AND TAXES**

- A. Except as otherwise specified, SUBCONTRACTOR shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspections performed by CONTRACTOR or CUSTOMER or permits which by law or regulation must be acquired by CONTRACTOR or CUSTOMER, and shall furnish any documentation, bonds, security or deposits required to permit performance of the Work.
- B. Subject to applicable exemptions, SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work under this subcontract and shall make any and all payroll deductions and withholdings required by law.
- C. SUBCONTRACTOR shall, with the approval of CONTRACTOR, apply for and obtain for the benefit of the Project any available exemption or exclusion of applicable taxes, levies, duties or assessments of any nature.

#### **GC-8 LABOR, PERSONNEL AND WORK RULES**

- A. SUBCONTRACTOR shall use only competent and skilled personnel to perform the Work. SUBCONTRACTOR shall remove from the Work any person determined to be unfit, unqualified or acting in violation of any SUBCONTRACTOR obligation under this subcontract. In addition, CONTRACTOR may at its sole discretion, deny access to the Jobsite to any person.
- B. In the event a person is removed from the Work or excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work. All actions by SUBCONTRACTOR regarding removal and replacement of personnel shall be at SUBCONTRACTOR'S sole expense.

- C. SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by CONTRACTOR and CUSTOMER.
- D. If SUBCONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this subcontract, SUBCONTRACTOR shall immediately give notice, including all relevant information, to the CONTRACTOR.

#### **GC-9 PUBLICITY AND ADVERTISING**

SUBCONTRACTOR, its employees, and SUBCONTRACTOR'S lower-tier subcontractors and suppliers and their employees shall not make any announcement, take any photographs, or release any information concerning this subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

#### **GC-10 SAFETY, HEALTH AND SECURITY**

- A. SUBCONTRACTOR shall at all times conduct all operations under this subcontract in a manner to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. SUBCONTRACTOR shall comply with CONTRACTOR'S Project Safety and Health Plan. SUBCONTRACTOR shall, in accordance with SUBCONTRACTOR'S established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to discover, determine and correct any conditions which might result in any of the aforementioned risks. SUBCONTRACTOR shall furnish all safety equipment and instructions required for the Work and shall maintain and furnish accident, injury and any other records and reports required by applicable laws and regulations or by CONTRACTOR.
- B. SUBCONTRACTOR shall comply with CONTRACTOR'S and CUSTOMER'S Jobsite security requirements and at all times conduct operations under this subcontract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any work, materials, equipment or other property.

#### **GC-11 INSPECTION AND TESTING**

- A. All equipment and material furnished and work performed shall be properly inspected and tested by SUBCONTRACTOR at its expense in accordance with the subcontract requirements and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, CUSTOMER or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its lower-tier suppliers and subcontractors for such quality surveillance or audit. If any equipment, material or work is determined by CONTRACTOR or CUSTOMER to be defective or not in conformance with this subcontract the provisions of the General Condition titled "WARRANTY" shall apply.
- B. Unless otherwise provided in the subcontract, testing of equipment, materials or work shall be performed by SUBCONTRACTOR at its expense and in accordance with subcontract requirements. Should tests in addition to those required by this subcontract be desired by CONTRACTOR, SUBCONTRACTOR will be given reasonable notice to permit such testing. Such additional tests will be at CONTRACTOR'S expense.
- C. SUBCONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit inspection, tests and quality surveillance to be performed on

materials or work in place including reasonable stoppage of work during testing.

#### **GC-12 CHANGES**

- A. CONTRACTOR may at any time, without notice to the sureties if any, unilaterally direct in writing subcontract changes, including scope additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Work, and SUBCONTRACTOR agrees to perform such work as changed. If any change under this clause, whether or not changed by any such order, act or omission of CONTRACTOR or CUSTOMER causes an increase or decrease in the cost of or in the time required to perform any part of the Work an equitable adjustment shall be made to pricing or time of performance, or both. SUBCONTRACTOR shall, within thirty (30) calendar days of such change or act or omission notify CONTRACTOR and submit detailed information substantiating its impact. Upon agreement as to the impact of the change or act or omission, the subcontract shall be modified by written Change Order.
- B. SUBCONTRACTOR shall proceed diligently with performance of the Work, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under the subcontract, and comply with any decision of CONTRACTOR.

#### **GC-13 PRICING OF ADJUSTMENTS**

In addition to rights provided in other clauses under this subcontract, CONTRACTOR shall have the right to, and SUBCONTRACTOR shall provide at CONTRACTOR'S request, price and/or cost information, other than certified cost or pricing data, to support CONTRACTOR'S analysis of SUBCONTRACTOR'S price adjustment proposals in accordance with Federal Acquisition Regulations (FAR) Part 15, Subpart 15.4, "Contract Pricing." SUBCONTRACTOR is responsible for providing price and/or cost information that is adequate for CONTRACTOR to determine whether the proposed price is fair and reasonable.

#### **GC-14 DISPUTES**

- A. All disputes arising under or relating to this subcontract which cannot be resolved by negotiation shall be resolved under this clause.
- B. "Claim," as used in this clause, means a written demand or written assertion by either CONTRACTOR or SUBCONTRACTOR (the "Parties") seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of subcontract terms, or other relief whether in contract or in tort, arising under or relating to this subcontract. A voucher, invoice, other routine request for payment or request for equitable adjustment under a remedy granting clause that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a Claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- C. If for any reason SUBCONTRACTOR and CONTRACTOR are unable to negotiate a resolution of a Claim, SUBCONTRACTOR or CONTRACTOR shall notify the other Party in writing that a dispute exists and request or provide a final determination by CONTRACTOR. Any such request by SUBCONTRACTOR shall be clearly identified by reference to this clause and shall summarize the facts in dispute and SUBCONTRACTOR'S proposal for resolution. With respect to Claims for equitable adjustment under any remedy granting clause under this subcontract, SUBCONTRACTOR shall be deemed to have waived such Claim unless SUBCONTRACTOR has requested resolution of the Claim under this clause within one year of the date that such Claim first arises or the Final Acceptance of the Work under this subcontract, whichever occurs earlier.

- D. As a condition precedent to further consideration of any Claim by SUBCONTRACTOR where the amount requested by SUBCONTRACTOR exceeds \$100,000 or the resolution of the Claim could result in payment by CONTRACTOR in excess of \$100,000, SUBCONTRACTOR shall provide the following certification:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Subcontract adjustment for which SUBCONTRACTOR believes CONTRACTOR or U.S. Government is liable; and that I am duly authorized to certify the claim on behalf of SUBCONTRACTOR".

The foregoing certification may be executed by any person duly authorized by SUBCONTRACTOR'S governing documents to bind SUBCONTRACTOR with respect to the Claim. At the request of CONTRACTOR, SUBCONTRACTOR agrees to provide evidence of such authorization.

- E. CONTRACTOR will, within forty-five (45) calendar days of any request by SUBCONTRACTOR, either (1) provide a written final determination setting forth the contractual basis for its decision and defining what subcontract adjustments it considers equitable; or (2) notify SUBCONTRACTOR of the date by which the decision will be made. Upon SUBCONTRACTOR'S written acceptance of CONTRACTOR'S determination the subcontract will be modified in accordance with the General Condition titled "CHANGES", and the determination implemented accordingly or, failing agreement, CONTRACTOR may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with CONTRACTOR'S final determination.
- F. If a Claim by SUBCONTRACTOR is based on alleged actions, inactions or omissions of CUSTOMER and the interests of justice would be served by resolving SUBCONTRACTOR'S Claim in a single proceeding, CONTRACTOR may, in its sole discretion, elect to sponsor SUBCONTRACTOR'S Claim under the Disputes clause of CONTRACTOR'S Prime Contract and allow SUBCONTRACTOR to proceed in CONTRACTOR'S name. In the event that CONTRACTOR so sponsors a Claim, SUBCONTRACTOR agrees to enter into a sponsorship agreement under which SUBCONTRACTOR waives its right to reimbursement from CONTRACTOR except to the extent that CUSTOMER is liable to CONTRACTOR; and SUBCONTRACTOR shall indemnify CONTRACTOR for any costs and expenses associated with sponsorship of the Claim.
- G. If CONTRACTOR'S final determination is not accepted by SUBCONTRACTOR the matter shall, within thirty (30) calendar days, be referred to senior executives of the Parties for resolution in accordance with the following procedures:
- (1) The Parties' senior executives shall have designated authority to settle the dispute. Where appropriate for resolution, the Parties may prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents. The senior executives may, in their discretion, meet for negotiations at a mutually agreed time and place as soon as is practicable after the exchange of memoranda.
  - (2) All communications, whether oral or written, related to the foregoing meeting shall be deemed to have been made as part of efforts to compromise the Claim and may not be admissible as evidence in any subsequent proceedings.
- H. If the matter has not been resolved within sixty (60) calendar days of the commencement of the referral to senior executives, the Parties shall attempt to resolve the dispute in non-binding mediation to be held in Tullahoma, Tennessee in accordance with the Center for Public Resources

Model Procedure for Mediation of Business Disputes. Each Party shall be responsible for its own expenses.

- I. If the matter has not been resolved within sixty (60) calendar days of the commencement of mediation, or if either CONTRACTOR or SUBCONTRACTOR will not participate in mediation, either Party may pursue any legal remedy provided however that in no event shall an action be brought more than one year after the date of Contractor's final determination. If no action is filed in a court of law by such date, all rights shall be deemed waived, and the final determination shall be final and binding, without any further right of redress or appeal.

The Parties further agree to waive all rights regarding jurisdiction or venue, including but not limited to forum non convenience, and agree that the only venue for the filing of any court proceeding with respect to any dispute under this Subcontract shall be exclusively in Federal District Court, with venue in the United States Court for the Eastern District of Tennessee, Southern Division. However, in the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in a Tennessee Circuit or Chancery Court as appropriate, in a county with appropriate jurisdiction. Each party hereby waives its right to a jury trial in any judicial proceeding. Further, any court ordered mediation or binding arbitration shall be in Tullahoma, Tennessee.

- J. 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)
- K. SUBCONTRACTOR shall proceed diligently with performance of this subcontract, pending final resolution of any request for relief, Claim, appeal, or action arising under the subcontract, and comply with any decision of CONTRACTOR.
- L. Absent agreement of CONTRACTOR and other than for a period not to exceed forty-five (45) days for final decision, thirty (30) days for senior management review, and sixty (60) days for mediation, these contractual remedies shall not be deemed to waive, act as a condition precedent to accrual or otherwise extend any statute of limitation applicable to any claim that would have lapsed but for the CONTRACTOR'S agreement to negotiate SUBCONTRACTOR'S requests for equitable adjustments or Claims.

#### **GC-15 RECORDS AND AUDIT**

- A. SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this subcontract which will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from final payment unless a longer period is otherwise specified by applicable law. CONTRACTOR, CUSTOMER, or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purposes of confirming compliance with subcontract provisions, verifying payments or requests for payment when costs are the basis of such payment and evaluating the reasonableness of proposed subcontract price adjustments and claims.
- B. If CONTRACTOR or CUSTOMER establishes uniform codes of accounts for the Project, SUBCONTRACTOR shall use such codes in identifying its records and accounts.
- C. For subcontracts in excess of \$150,000.00, FAR clause 52.215-2, Audit and Records – Negotiation (Oct 2010) shall also apply.

#### GC-16 WARRANTY

- A. SUBCONTRACTOR warrants that it will perform the services under this subcontract with the degree of high professional skill, sound practices and good judgment normally exercised by recognized professional firms providing services of a similar nature. In addition to all other rights and remedies which CONTRACTOR or CUSTOMER may have, SUBCONTRACTOR shall, at its expense, re-perform the services to correct any deficiencies which result from SUBCONTRACTOR'S failure to perform in accordance with the above standards.
- B. All equipment and materials, if any, furnished under this subcontract shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be first class and performed in accordance with sound industry practices acceptable to CONTRACTOR. SUBCONTRACTOR warrants all equipment, materials and services it furnishes or performs under this subcontract against all defects for a period from Work commencement to a date twelve (12) months after acceptance of the Work by CONTRACTOR. In the event CONTRACTOR or CUSTOMER discover defects in design, equipment, materials or workmanship at any time before the expiration of the specified warranty period, SUBCONTRACTOR shall, upon written notice from CONTRACTOR or CUSTOMER and at SUBCONTRACTOR'S sole expense, cure any such defect by promptly re-performing defective services and/or workmanship and repairing or replacing defective equipment and/or materials. All costs incidental to such corrective action including, but not limited to, review, access, removal, retesting and re-inspection shall be borne by SUBCONTRACTOR. If SUBCONTRACTOR fails to take corrective action within a reasonable time, CONTRACTOR or CUSTOMER may perform the corrective measures by other reasonable means and SUBCONTRACTOR agrees to pay for such corrective measures. SUBCONTRACTOR further warrants any and all corrective measures for a period of twelve (12) months following their acceptance by CONTRACTOR or CUSTOMER.

#### GC-17 INDEMNITY

- A. SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR, CUSTOMER and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to the performance of this subcontract, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SUBCONTRACTOR, its lower-tier suppliers, subcontractors or of anyone acting under its direction or control or on its behalf.
- B. The foregoing shall include, but is not limited to, indemnity for:
- (1) Property damage and injury to or death of any person, including employees of CONTRACTOR, CUSTOMER or SUBCONTRACTOR.
  - (2) The breach by SUBCONTRACTOR of any representation, warranty, covenant, or performance obligation of this subcontract.
- C. CONTRACTOR, CUSTOMER and the insurers of each, shall not financially contribute in any way to defense and indemnity obligations of SUBCONTRACTOR, whether or not covered by insurance.
- D. SUBCONTRACTOR'S aforesaid release, indemnity and hold harmless obligations, or portions or



applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by applicable law but no further, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.

- E. In addition to the remedies set forth above, if CONTRACTOR is subject to any price reduction -- including allowances for fee or other disallowance of costs -- under FAR clause 52.215-10 and/or FAR clause 52.215-11 as a result of SUBCONTRACTOR'S defective pricing, SUBCONTRACTOR agrees to indemnify and hold CONTRACTOR harmless to the full extent of any amount claimed by the Government, from and against any loss, damage, expense or liability resulting from such defective pricing, including any cost impacts under FAR clause 52.230-6. In addition to the above remedies, SUBCONTRACTOR agrees to indemnify and hold harmless CONTRACTOR from all costs and expenses of any nature incurred by CONTRACTOR in defense of any defective pricing action brought by reason of SUBCONTRACTOR'S or any lower tier subcontractor's defective pricing.
- D. SUBCONTRACTOR specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute.

#### **GC-18 USE OF TECHNICAL DATA**

Without limiting the intellectual property rights granted to CONTRACTOR or CUSTOMER under other provisions in this subcontract, and notwithstanding any proprietary legends or copyright notices to the contrary which may be contained in, affixed to, or associated with any technical data provided to CONTRACTOR by SUBCONTRACTOR in connection with the subcontract, SUBCONTRACTOR grants CONTRACTOR the right to copy or reproduce such technical data and to distribute such copies or reproductions to bidders, contractors or subcontractors for use solely for the limited purposes of designing, constructing, operating, maintaining, licensing, or any other activity as may be deemed necessary to fulfill CONTRACTOR'S obligations under its prime contract. SUBCONTRACTOR shall ensure that all of its contracts with lower-tier subcontractors, suppliers and third party licensors related to the performance of SUBCONTRACTOR'S obligations under this subcontract include all provisions necessary to enable SUBCONTRACTOR to fully comply with its obligations under this clause.

#### **GC-19 ASSIGNMENTS AND SUBCONTRACTS**

- A. Any SUBCONTRACTOR assignment of rights or delegation of duties or obligations under this subcontract, in whole or in part, by operation of law or otherwise, without the prior written consent of CONTRACTOR shall be void. CONTRACTOR may provide written consent to assign monies due or to become due under this subcontract, provided that any assignment of monies shall be subject to CONTRACTOR retaining in such assignment the remedies provided CONTRACTOR under this subcontract, including rights to set-offs and deductions and the right to make direct payments to SUBCONTRACTOR'S lower-tier subcontractors and suppliers.
- B. SUBCONTRACTOR shall not subcontract with any third party for the performance of all or any portion of the Work without the advance written approval of CONTRACTOR. Purchase orders and subcontracts of any tier must include provisions to:
- (1) Secure all rights and remedies of CONTRACTOR and CUSTOMER provided under this subcontract, and
  - (2) Impose upon the lower-tier supplier and subcontractor all of the duties and obligations required to fulfill this subcontract as it relates to their portion of the Work.

- C. SUBCONTRACTOR'S duties, obligations and liabilities under this subcontract shall apply in full force to all activities of each lower-tier subcontractor and supplier. SUBCONTRACTOR'S liability to CONTRACTOR and CUSTOMER for acts and omissions of lower-tier subcontractors and suppliers shall be the same as SUBCONTRACTOR'S liability for its own acts and omissions.
- D. Copies of all purchase orders and subcontracts are to be provided to CONTRACTOR upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this subcontract.
- E. No assignment, delegation or subcontract will be approved which would relieve SUBCONTRACTOR or its sureties, if any, of their responsibilities under this subcontract.
- F. CONTRACTOR has the rights to assign, transfer and delegate this subcontract and CONTRACTOR'S rights and obligations hereunder in whole or in part to CUSTOMER or CUSTOMER'S designee by novation or otherwise.

#### **GC-20 SUSPENSION**

- A. CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue work to the extent specified in the notice; continue to protect and maintain the Work; take any other steps to minimize costs associated with such suspension and provide CONTRACTOR with estimates of potential suspension costs.
- B. Upon receipt of notice to resume suspended work, SUBCONTRACTOR shall immediately resume performance under this subcontract to the extent required in the notice.
- C. If SUBCONTRACTOR intends to assert a request for equitable adjustment under this clause it must, pursuant to the General Condition titled "CHANGES" and within ten (10) calendar days after receipt of notice to resume work, submit a written notification of claim and within twenty (20) calendar days thereafter a written proposal setting forth the impact of such suspension. Any such request for equitable adjustment must exclude profit. In no event shall SUBCONTRACTOR be entitled to an equitable adjustment where the suspension is directed as a result of an act or omission by SUBCONTRACTOR.

#### **GC-21 TERMINATION**

- A. CONTRACTOR may by written notice to SUBCONTRACTOR terminate the Work under this subcontract, in whole or in part, at any time, either for CONTRACTOR's convenience or for the default of SUBCONTRACTOR. Upon such termination, all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed work and work in progress, and other information and materials as may have been accumulated by SUBCONTRACTOR in performing this subcontract shall become the property of and be delivered to CONTRACTOR. If the termination is for the convenience of CONTRACTOR, the provisions of FAR 52.249-2 shall be incorporated by reference, provided that the time for submittal of SUBCONTRACTOR'S termination claim shall be six (6) months. For the avoidance of doubt, SUBCONTRACTOR shall not be entitled to any amount for anticipated profit on unperformed work.
- B. SUBCONTRACTOR shall be deemed in default if SUBCONTRACTOR (i) breaches or fails to comply with any provision of this subcontract, (ii) becomes insolvent, (iii) becomes the subject of voluntary or involuntary bankruptcy proceedings, (iv) makes an admission of inability to pay debts as due, or (v) makes an assignment for the benefit of creditors without obtaining CONTRACTOR'S prior written consent. If the termination is attributable to the default of SUBCONTRACTOR,

CONTRACTOR shall have the right to complete such work by whatever method CONTRACTOR may deem expedient. SUBCONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining work under this subcontract. An equitable adjustment in the compensation shall be made based upon the cost for accepted work. No amount shall be allowed for work in progress, termination costs or anticipated profit on unperformed work. However, SUBCONTRACTOR and its sureties, if any, shall be liable for all costs in excess of the Subcontract Price reasonably and necessarily incurred in completion of the Work, including cost of administration of any purchase order or subcontract awarded to others for completion. Such costs may be deducted by CONTRACTOR from such monies as may be due or thereafter become due to SUBCONTRACTOR.

#### **GC-22 FINAL INSPECTION AND ACCEPTANCE**

When SUBCONTRACTOR considers the Work under this subcontract, or any CONTRACTOR specified segment thereof, complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR will conduct such reviews, inspections and tests as needed to satisfy CONTRACTOR that each segment, or upon completion, the Work conforms to subcontract requirements. CONTRACTOR will notify SUBCONTRACTOR of any nonconformance and SUBCONTRACTOR shall take corrective action and the acceptance procedure shall be repeated as required by CONTRACTOR until each segment or, upon completion, the Work is accepted. If the Work is accepted in segments such acceptance is partial pending Final Acceptance of the Work as a whole. CONTRACTOR'S written Notice of Final Acceptance of the Work shall be conclusive except for latent defects, fraud, or CONTRACTOR'S and CUSTOMER'S rights under the General Condition titled "WARRANTY".

#### **GC-23 NONDISCLOSURE**

DFARS clause 252.204-7000, Disclosure of Information (AUG 2013) applies to this subcontract and, prohibits SUBCONTRACTOR from releasing to anyone outside SUBCONTRACTOR'S organization any information (including unclassified information), regardless of medium (e.g., film, tape, document), pertaining to any part of this subcontract or any program related to this subcontract, unless the CUSTOMER'S Contracting Officer has given prior written approval; or the information is otherwise in the public domain before the date of release.

In order to comply with the above mentioned DFARS, copies of any information requested to be released must be submitted to CONTRACTOR for forwarding to the Contracting Officer for security and policy review and clearance sixty (60) days prior to the requested release date.

If so requested by CONTRACTOR, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any work under this subcontract.

SUBCONTRACTOR agrees to include a similar requirement in all lower-tier subcontracts. All requests for authorization to release information by lower-tier subcontractors shall be subject to the approval of CONTRACTOR.

#### **GC-24 NON-WAIVER**

- A. None of the following shall operate as, or be deemed to be, a waiver or release of SUBCONTRACTOR'S obligations under this subcontract:
- (1) Failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this subcontract,
  - (2) Failure or delay to exercise any rights or remedies provided herein or by law,

- (3) Failure to properly notify SUBCONTRACTOR in the event of breach of any obligation,
  - (4) The acceptance of or payment for any goods or services hereunder,
  - (5) The review or failure to review SUBCONTRACTOR submissions,
  - (6) The inspection and test by CONTRACTOR or the failure to inspect and test the Work, and
  - (7) The termination either in whole or in part of Work under this subcontract.
- B. CONTRACTOR reserves the right to insist upon strict performance hereof and to exercise any of its rights or remedies as to any prior or subsequent default hereunder. Any waiver by CONTRACTOR under this subcontract must be in writing to be effective.
- C. The remedies provided to CONTRACTOR are not mutually exclusive and CONTRACTOR'S exercise of any remedy or remedies will not prevent CONTRACTOR from exercising any other remedy or remedies it has under the subcontract or at law.

#### **GC-25 EXPORT CONTROLS AND RESTRICTED PARTIES**

- A. SUBCONTRACTOR acknowledges that all applicable export laws, rules and regulations of the origin countries shall apply to the exports of commodities, software and technology (technical data and assistance) under this subcontract. SUBCONTRACTOR also acknowledges that other laws, rules and regulations may restrict the use of certain parties under this subcontract. Such laws, rules and regulations are generally described below.
- B. Restricted Parties Lists
- The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.
- C. Licensing Requirements
- (1) General: Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology.
  - (2) United States of America (USA) Export Licensing Requirements
    - (i) SUBCONTRACTOR shall comply with all applicable U.S. export control laws and regulations. The information which CONTRACTOR may disclose to SUBCONTRACTOR pursuant to the subcontract may be subject to the provisions

of the Export Administration Act of 1979 and the U.S. Export Administration Regulations (15 C.F.R. 730-774) promulgated there under, the U.S. Department of Energy's export regulations (10 C.F.R. Part 810), the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions and laws administered by the U.S. Treasury Department, Office of Foreign Assets Control (OFAC). SUBCONTRACTOR acknowledges that these statutes and regulations impose restrictions on the import and export to foreign countries and foreign nationals of certain categories of items and data and that licenses from the U.S. Department of Energy, U.S. Department of Commerce, U.S. State Department and/or OFAC may be required before such items or data can be disclosed, and that such licenses may impose further restrictions on use of and further disclosure of such data.

- (ii) SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work, except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.
- (iii) All work produced by SUBCONTRACTOR that is deemed to be export controlled shall be clearly marked with a legend on each page which states "Restricted access and distribution pursuant to U.S. export control laws".

- D. SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR'S failure to comply fully and timely with any such law, rule or regulation described above.
- E. SUBCONTRACTOR hereby agrees to indemnify, defend and hold CONTRACTOR, CUSTOMER, each of their respective affiliates and the respective directors, officers, employees and representatives of each harmless from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of SUBCONTRACTOR'S failure to comply with its obligations under this clause.

#### **GC- 26 HAZARDOUS SUBSTANCE AWARENESS**

SUBCONTRACTOR agrees that it will inform its officers, employees, agents, suppliers and subcontractors of any tier, and any other parties which may come into contact with any hazardous substance as a result of SUBCONTRACTOR'S activities hereunder of the nature of such materials and any health or environmental risks associated with such materials.

SUBCONTRACTOR warrants that SUBCONTRACTOR'S personnel and personnel of its suppliers and subcontractors of every tier, assigned to or regularly entering the Jobsite, have or will receive training as specified in OSHA 29 CFR 1910.120 (e) in relation to this subcontract prior to their assignment to work on the Jobsite.

SUBCONTRACTOR personnel assigned to the Jobsite may also be required to attend specialized training classes specific to the Jobsite as presented by CONTRACTOR and/or GOVERNMENT.

SUBCONTRACTOR will obtain approval from Project safety prior to bringing any hazardous materials on the jobsite by submitting a written request accompanied by a copy of the Material Safety Data Sheet for the materials on the job site by submitting a written request accompanied by a copy of the Material Safety Data Sheet for the material.

SUBCONTRACTOR and lower-tier subcontractors (if any) will comply with the jobsite safety requirements established by Project

#### **GC-27 HAZARDOUS SUBSTANCE REGULATIONS**

SUBCONTRACTOR shall ensure that safe and proper handling and disposal of all hazardous substances. SUBCONTRACTOR confirms that it is aware of and will comply with the requirements of the Comprehensive Environmental Response, Compensation, Liability Act, 42 U.S.C. 9601-9675 (CERCLA) as amended; the Resource Conservation and Recovery Act, 42 U.S.C. 6901-6992 (RCRA) as amended; the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601-2671; the Clean Water Act (CWA), 33 U.S.C. 1251-1387; Title 40 of the Code of Federal Regulations; the Department of Transportation (DOT) regulations applicable to hazardous substances, and any other federal, state and local laws applicable to work with or near hazardous substances.

#### **GC-28 REPRESENTATIONS AND CERTIFICATIONS**

All Representations and Certifications provided by SUBCONTRACTOR are included, and made part of this subcontract as Appendix 1. CONTRACTOR may require re-certification of any or all of the Representations and Certifications contained in Appendix 1 on an annual basis or as otherwise directed by CONTRACTOR.

#### **GC-29 CONTRACTORS LICENSING LAW**

SUBCONTRACTOR shall comply with all applicable federal, state and local licensing laws. By acceptance of this subcontract, SUBCONTRACTOR certifies that it is currently licensed to perform the Work under this subcontract.