



**EXHIBIT A
GENERAL CONDITIONS
PROFESSIONAL SERVICES SUBCONTRACT**

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GC-1 SERVICES

SUBCONTRACTOR agrees to perform for CONTRACTOR the Services described in Exhibit "D" ("Scope of Work"), during the period described in Exhibit B – Special Conditions. In addition, if requested by CONTRACTOR, SUBCONTRACTOR shall provide manpower or dollar ceiling estimates, schedules or other information regarding the Services.

GC-2 INDEPENDENT CONTRACTOR

In performing Services, SUBCONTRACTOR shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of CONTRACTOR. All of SUBCONTRACTOR'S activities will be at its own risk, and SUBCONTRACTOR shall not be entitled to Workers Compensation or similar benefits or other insurance protection provided by CONTRACTOR. As an independent contractor, SUBCONTRACTOR will be solely responsible for determining the means and methods for performing the Services. SUBCONTRACTOR will determine the time, the place and the manner in which it will provide the Services within an overall schedule established by CONTRACTOR. CONTRACTOR will receive only the results of the Services. Unless otherwise specified in the Schedule, CONTRACTOR shall provide no office space, secretarial services, or other support for SUBCONTRACTOR'S Services.

GC-3 STANDARD OF PERFORMANCE

SUBCONTRACTOR represents that is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services under this agreement (Subcontract). SUBCONTRACTOR agrees to perform the Services with that standard of care, skill and diligence normally provided by a professional person in the performance of similar services. SUBCONTRACTOR understands that CONTRACTOR will be relying upon the accuracy, competence and completeness of SUBCONTRACTOR'S Services.

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 CHANGES

- A. CONTRACTOR may at any time, unilaterally direct in writing changes, including additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Services, and SUBCONTRACTOR agrees to perform such Services as changed. If any such change under this clause, whether by directed change or by act or omission of CONTRACTOR or CUSTOMER causes an increase or decreases in the cost of or in the time required to perform any part of the Services, an equitable adjustment shall be made to price or time of performance, or both. SUBCONTRACTOR shall within fourteen (14) 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, this Subcontract shall be modified accordingly.

- B. SUBCONTRACTOR shall proceed diligently with performance of the Services as changed, pending final resolution of any request for relief, dispute, claim, appeal or action arising under this Subcontract.

GC-6 WORK PRODUCT

- A. All materials, inventions, discoveries, ideas, processes or know-how first prepared or developed by SUBCONTRACTOR hereunder ("Work Product") shall become the property of CUSTOMER when prepared, whether delivered to CUSTOMER or CONTRACTOR or not, and shall be delivered to CONTRACTOR upon request and, in any event, upon termination of this Subcontract. All Work Product shall be solely "work for hire." SUBCONTRACTOR agrees that all rights, title and interest in the Work Product including patent rights, trade secrets, trademarks, mask works, and copyrights, shall vest in CUSTOMER upon creation without further consideration.
- B. SUBCONTRACTOR agrees that any copyrightable aspects of the Work Product created or authored by SUBCONTRACTOR hereunder are to be considered works made for hire and instructional texts, and that all such copyrightable works shall be owned exclusively by CONTRACTOR on their creation. Further, SUBCONTRACTOR hereby assigns to CONTRACTOR the sole and exclusive right, title and interest in and to all Work Products and derivatives thereof, without further consideration, and shall assign to CONTRACTOR all future Work Products and derivatives thereof. Upon CONTRACTOR'S request SUBCONTRACTOR will execute routine forms of assignment as applicable.
- C. SUBCONTRACTOR further agrees to do all things reasonably necessary, at CONTRACTOR'S and at its sole cost and expense, for CONTRACTOR to enforce all patents, trade secrets, trademarks, mask works copyrights and other rights and protections of CONTRACTOR relating to any Work Product developed or produced by SUBCONTRACTOR in the performance this Agreement.
- D. The provisions of this clause shall survive the expiration or other termination of the Subcontract.

GC-7 SUSPENSION

- A. CONTRACTOR may, by written notice to SUBCONTRACTOR, suspend the Services under this Subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue all Services and work to the extent specified in the notice; continue to protect and maintain the Services and work previously performed as applicable, and take any and all steps to minimize costs associated with such suspension.
- B. If the period of is for an unreasonable period of time, an adjustment shall be made for any increase in the cost of performing the Services (excluding profit) necessarily caused due to the suspension.
- C. Upon receipt of notice to resume suspended Services, SUBCONTRACTOR shall immediately resume performance under this Subcontract to the extent required in the notice.

GC-8 TERMINATION

This Subcontract and the Services to be performed hereunder may be terminated by CONTRACTOR without penalty at any time with ten (10) calendar days' prior written notice. If the Subcontract is terminated, SUBCONTRACTOR will be paid the compensation due as set forth in Exhibit "C" for the actual period of time Services were performed. Upon such termination, all Work Product, data, plans, specifications, reports, estimates, summaries, services or work completed or in progress, and such other information and materials as may have been accumulated by SUBCONTRACTOR in performing this Subcontract shall become the property of and shall be delivered to CONTRACTOR.

GC-9 CONFIDENTIALITY

SUBCONTRACTOR will not divulge to third parties, without the prior written consent of CONTRACTOR, any information obtained from or through CONTRACTOR or CUSTOMER, or developed or obtained by SUBCONTRACTOR, in connection with the performance of this Subcontract unless (a) the information is known to SUBCONTRACTOR prior to obtaining it from CONTRACTOR or CUSTOMER, (b) the information is, at the time of disclosure by SUBCONTRACTOR, then in the public domain, or (c) the information is obtained by SUBCONTRACTOR from a third party who did not receive it directly or indirectly from CONTRACTOR or CUSTOMER. The provisions of this clause shall survive the expiration or other termination of this Subcontract.

GC-10 PERSONAL PERFORMANCE; COMPLIANCE WITH LAWS/CONTRACTS

Unless otherwise agreed by CONTRACTOR in writing, SUBCONTRACTOR (or if SUBCONTRACTOR is not an individual, the employee of SUBCONTRACTOR agreed to in writing by CONTRACTOR) shall personally perform the Services. SUBCONTRACTOR and SUBCONTRACTOR'S employees and representatives shall at all times comply with laws and regulations applicable to the Services including but not limited to any applicable licensing laws, and by accepting this Subcontract SUBCONTRACTOR, certifies that it and its employees and/or sub-suppliers providing Service under this Subcontract are currently licensed to perform the Services SUBCONTRACTOR shall not, as to any information related to this Subcontract, violate any confidentiality obligations which SUBCONTRACTOR may have to third parties as to such information. SUBCONTRACTOR and SUBCONTRACTOR'S employees and representatives shall at all times comply with laws and regulations applicable to the Services, including, but not limited to, the provisions of 18 U.S.C. §207, concerning past U.S. Government employment restrictions and conflicts of interest. In particular, SUBCONTRACTOR shall comply with all laws, as may be enumerated on Appendix SFA-1 hereto.

GC-11 CONTRACTOR'S LIABILITY

CONTRACTOR'S sole liability to SUBCONTRACTOR arising out of this Subcontract shall be to pay compensation earned by SUBCONTRACTOR pursuant to this Subcontract.

GC-12 INDEMNITY

- A. In addition to the other indemnity obligations assumed elsewhere in this Subcontract, SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless each CONTRACTOR and CUSTOMER from and against any and all liabilities arising in connection or incidental to the performance of this Subcontract, including those arising out of injury to or death of SUBCONTRACTOR'S employees and sub-supplier's (at any tier) employees and those arising from SUBCONTRACTOR'S breach of any obligation or warranty under this Subcontract, whether arising before or after completion of the Services 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 (including product liability or any other type of strict liability) or negligence, whether active or passive of SUBCONTRACTOR its Sub-suppliers or of anyone acting under its direction or control or on its behalf.
- B. SUBCONTRACTOR'S aforesaid indemnity, defense and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the indemnified party claiming indemnification hereunder to the fullest extent permitted by law, but in no event shall they apply to liability to the pro rata extent caused by the fault or negligence of the indemnified party claiming such indemnification.
- C. For all work in the United States, SUBCONTRACTOR specifically waives any immunity provided

against this indemnity by an industrial insurance or workers' compensation statute and SUBCONTRACTOR shall obtain waivers of subrogation in favour of the indemnified parties by all insurers providing workers compensation or similar insurance coverage for employees of SUBCONTRACTOR and its sub-suppliers.

- D. 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.

GC-13 PROHIBITED CONDUCT

SUBCONTRACTOR acknowledges that it is familiar with and shall not engage in any conduct prohibited by the provisions of 18 U.S.C. §207 concerning post-U.S. Government employment restriction. SUBCONTRACTOR shall not provide Services hereunder if such Services would result in a conflict of interest or the appearance of a conflict of interest arising out of SUBCONTRACTOR'S prior Government employment. SUBCONTRACTOR specifically agrees not to provide, and CONTRACTOR agrees not to request SUBCONTRACTOR to divulge, any source selection information or proprietary data which it is not entitled to disclose.

GC-14 PROCUREMENT INTEGRITY

- A. The Procurement Integrity Act prohibits government personnel from disclosing or contractors from requesting certain information during the conduct of a procurement. SUBCONTRACTOR acknowledges that it is familiar with, and will comply with, the provisions of the Office of Federal Procurement Policy Act amendments of 1988 ("OFPP Act"), including Section 27(a) thereof and implementing regulations. SUBCONTRACTOR further agrees that it will report immediately to CONTRACTOR any information that it may have concerning a violation or possible violation of the OFPP Act.
- B. SUBCONTRACTOR further represents that neither the SUBCONTRACTOR nor none of the SUBCONTRACTOR'S personnel that will be assigned to work on this Subcontract have, for a procurement or procurement action exceeding \$10,000,000 with CONTRACTOR or its affiliates within the past year,
- (1) served as the procuring contracting officer, the source selection authority, member of a source evaluation board, or chief of a financial or technical evaluation team in a procurement in which any of the foregoing were selected for award;
 - (2) served as the program or deputy program manager or administrative contracting officer for a contract with Bechtel; or
 - (3) personally made for the Federal agency
 - (i) A decision to award a contract, or Subcontract, modification of a contract or Subcontract, or a task order or delivery order;
 - (ii) A decision to establish overhead or other rates;
 - (iii) A decision to approve issuance of a contract payment; or
 - (iv) A decision to pay or settle a claim.

GC-15 LOBBYING AND BYRD ACT

SUBCONTRACTOR certifies that it has not and shall not communicate with any U.S. Government personnel (including without limitation an Executive Branch employee, a Member of Congress, or an employee of Congress) for the purpose of influencing such personnel on behalf of CONTRACTOR in connection with the award of any federal contract or the extension, continuation, renewal, amendment or modification of a federal contract. In addition, SUBCONTRACTOR will not perform any lobbying of federal,

state or local officials without express written authorization from CONTRACTOR. SUBCONTRACTOR will segregate all costs and expenses for any tasks that involve approved lobbying activities.

GC-16 DISCLAIMER OF ANY CONFLICT OF INTEREST

SUBCONTRACTOR represents that there presently exists no conflict of interest that would interfere with the performance by SUBCONTRACTOR of this Subcontract. SUBCONTRACTOR further agrees that, during the term hereof, SUBCONTRACTOR will not undertake to perform services for others if such undertaking would create a conflict of interest on the part of SUBCONTRACTOR with respect to the Services to be performed pursuant to this Subcontract.

GC-17 PUBLICITY AND ADVERTISING

CONSULTANT shall not make any announcement, publish any writings, photographs or other material, or release to any member of the public, press, business entity, or any official body, any information concerning this Subcontract, the Services performed hereunder, or information regarding CONTRACTOR and its affiliates learned in connection with this Subcontract, unless prior written consent is obtained from CONTRACTOR, or SUBCONTRACTOR is otherwise required by law to disclose such information. The provisions of this clause shall survive the expiration or other termination of this Subcontract.

GC-18 HEADINGS

Clause headings are provided for convenience only and do not modify the terms hereof. This Subcontract (1) is the entire agreement between the parties and supersedes all prior or contemporaneous agreements related to the subject matter hereof, (2) may be modified only in writing, (3) may be executed by separately signed and/or tele-copied counterparts having authorized signatures, and (4) SUBCONTRACTOR further agrees that full disclosure of the terms and existence of this Subcontract, including its compensation provisions, may be made at any time and for any reason to whomever CONTRACTOR'S General Counsel determines has a legitimate need to know such terms, including without limitation the government of the country where the services are being performed, the United States government, and CONTRACTOR'S customers.

GC-19 AUTHORIZED REPRESENTATIVES

In no event shall CONTRACTOR be obligated to reimburse SUBCONTRACTOR for services not authorized by the authorized technical representative or the authorized Subcontract representative. All services performed by the SUBCONTRACTOR are to be authorized in writing, and where temporary verbal authorization is necessary, CONTRACTOR must promptly confirm it thereafter in writing to be effective. In no event will verbal authorization entitle SUBCONTRACTOR to be compensated in amounts in excess of those specified in Exhibit "C."

GC-20 SAFETY, HEALTH AND SECURITY

SUBCONTRACTOR shall at all times conduct all operations under this Subcontract in a manner to void the risk of endangerment to health, bodily harm to persons, and damage to property. For Services performed at the Jobsite, SUBCONTRACTOR shall comply with CONTRACTOR'S and CUSTOMER'S Jobsite security requirements.

GC-21 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 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 purpose of verifying payments or requests for payment when costs are the basis of such payment or to evaluate 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-22 SUBCONTRACTOR SITE REQUIREMENTS

SUBCONTRACTOR agrees to comply will all site requirements as further detailed in the Exhibits, attached hereto and a part hereof.

GC-23 EXPORT COMPLIANCE

SUBCONTRACTOR agrees that U.S. export control laws may govern aspects of the performance of this Subcontract, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulation (ITAR). SUBCONTRACTOR shall comply with such regulations and shall not engage in any export transactions prohibited by these or other U.S. export laws and regulations.

GC-24 REPRESENTATIONS AND CERTIFICATIONS

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