

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS (July 2006)

(a) "Hazardous material," as used in this clause, means any material defined as hazardous in the latest version of Federal Standard No. 313 (including revisions adopted during the term of this Agreement).

(b) The Seller agrees to submit a Material Safety Data Sheet meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313 for all hazardous material prior to or at the time of shipment of the material. Material Safety Data Sheets may be sent by facsimile to 865-576-6087 or mailed to:

HMMS Program Lead
Oak Ridge National Laboratory
P. O. Box 2008
Building 5500A, MS 6291
Oak Ridge, Tennessee 37831-6291

This obligation applies to all materials delivered under this Agreement which will involve exposure to hazardous materials or items containing these materials.

(c) Neither the requirements of this clause nor any act or failure to act by the Company shall relieve the Seller of any responsibility or liability for the safety of Government, Company, Seller, or subcontractor personnel or property.

(d) Nothing contained in this clause shall relieve the Seller from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(e) The Company's rights in data furnished under this Agreement with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous material; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Company for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (e)(1) above, in precedence over any other clause of this Agreement providing for rights in data.

(3) That the Company is not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside the Company, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies: This is furnished under UT-Battelle, LLC, Agreement No. _____ and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of _____. This legend shall be marked on any reproduction of this data.

(5) That the Seller shall not place the legend or any other restrictive legend on any data which (i) the Seller or any subcontractor previously delivered to the Company or the Government without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data-General.

(f) The Seller shall insert this clause, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts involving hazardous material.