

PRICE-ANDERSON AMENDMENTS ACT (Oct 2008)

(a) This Agreement is subject to the Price-Anderson Amendments Act, Section 234A of the Atomic Energy Act (AEA) of 1954, as amended, and DOE's implementing regulations at 10 C.F.R. § 820, *Procedural Rules for DOE Nuclear Activities*, 10 C.F.R. § 830, *Nuclear Safety Management*, and 10 C.F.R. § 835, *Occupational Radiation Protection* (hereinafter "DOE's Nuclear Safety Requirements"). The requirements of this clause do not apply to activities that are regulated, and either indemnified or subject to financial assurance provisions, through a license by the Nuclear Regulatory Commission (NRC) or a State under an Agreement with the NRC (an "Agreement State"), including activities certified by the NRC under Section 1701 of the AEA.

(b) The Seller assumes full responsibility for and shall indemnify, hold harmless, and defend the Company, its members, directors, officers and employees from any liability under Section 234A of the AEA, as amended, or the DOE Nuclear Safety Requirements arising out of the activities of the Seller, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Seller's obligation to indemnify, hold harmless and defend includes attorneys' fees and other reasonable costs of defending any action or proceeding instituted under Section 234A of the AEA, as amended, or DOE's Nuclear Safety Requirements.

(c) The provisions of this clause apply to any activity carried out pursuant to this Agreement by the Seller, its subcontractors, suppliers, agents, and employees that has the potential to result in an exposure of an individual to radiation or radioactive material.

(1) The Seller shall:

(A) Comply with all applicable requirements of 10 C.F.R. § 835, *Occupational Radiation Protection*, and the Company's Radiological Protection Program (RPP), current edition as revised from time to time, and implementing procedures, and

(B) Implement, document and maintain such programs (e.g., administrative controls, procedures and technical work documents) as necessary to ensure compliance with the Company's RPP.

(C) Report to the Company's Technical Project Officer (TPO) those issues which may result in noncompliances requiring reporting in accordance with 10 C.F.R. § 835 and/or the Company's RPP.

(d) The provisions of this clause apply to any activity carried out pursuant to this Agreement by the Seller, its subcontractors, suppliers, agents, and employees that has the potential to affect the safe operation of a DOE nuclear or radiological facility or activity.

(1) The Seller shall:

(A) Comply with all applicable requirements of 10 C.F.R. § 830, *Nuclear Safety Management*, and the Company's Quality Assurance Program (QAP), current edition as revised from time to time, and implementing procedures, and

(B) Implement, document and maintain such programs (e.g., administrative controls, procedures and technical work documents) as necessary to ensure compliance with the Company's QAP.

(C) Report to the Company's TPO those issues which may result in noncompliances requiring reporting in accordance with 10 C.F.R. § 830 and/or Company's QAP.

(e) The Seller's programs and associated documents are subject to review by the Company at any time.

(f) The Seller may be subject to enforcement actions under 10 C.F.R. § 820 for violating DOE's Nuclear Safety Requirements, any program or plan implementing DOE's Nuclear Safety Requirements, failing to provide the product and/or service described in the Agreement, or failing to provide information pertaining to the quality of the purchased supplies or services that is complete and accurate in all material respects.

(g) The Seller shall include this clause in subcontracts at any tier that are subject to the Price-Anderson Amendments Act.