

**GENERAL TERMS & CONDITIONS**  
**Fixed Price (RTR April 2004)**

**1 DEFINITIONS**

The following terms shall have the meanings below:

- (a) Government means the United States of America and includes the U. S. Department of Energy (DOE) or any duly authorized representative thereof.
- (b) Company means UT-Battelle, LLC, acting under Contract No. DE-AC05-00OR22725 with DOE.
- (c) Seller means the person or organization that has entered into this Agreement.
- (d) Agreement means Purchase Order, Subcontract, Basic Ordering Agreement, Work Release or Modification thereof.
- (e) Subcontract Administrator means Company's cognizant Procurement Division representative.

**2 RESOLUTION OF DISPUTES**

(a) Seller and Company agree to make good-faith efforts to settle any dispute or claim that arises under this Agreement through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of alternative disputes resolution (ADR). Arbitration shall be in accordance with the then current Rules of Conciliation and Arbitration of the International Chamber of Commerce. In the event non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be New York City. Cost shall be allocated by the mediator or arbitrator, except that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs.

The parties agree that substantive issues presented for mediation, arbitration, dispute, claim, litigation, or other effort at resolution shall bear no pre-decisional interest costs, and each party shall bear its discretionary costs.

(b) The parties agree that substantive issues presented for mediation, arbitration, dispute, claim, litigation, or other effort at resolution shall be determined in accordance with United States federal law.

(c) There shall be no interruption in the performance of the work, and Seller shall proceed diligently with the performance of this Agreement pending final resolution of any dispute arising under this Agreement between the parties hereto or between Seller and its subtier subcontractors.

**3 ORDER OF PRECEDENCE**

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Articles of the Subcontract or provisions of the Purchase Order (including alterations and special provisions therein), (2) Special Terms and Conditions attached thereto, (3) General Terms and Conditions, (4) Statement of Work or description of services and/or supplies.

**4 TITLE AND ADMINISTRATION**

Any right and/or interest which is acquired under the terms of this Agreement shall pass directly from Seller to the Government. Company shall make payments under this Agreement from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s), and to the extent of such transfer and notice thereof to Seller, Company shall have no further responsibilities hereunder.

**5 ACCEPTANCE OF TERMS AND CONDITIONS**

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

**6 ASSIGNMENT**

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to be paid amounts due or to become due to a financing institution if Company is promptly furnished written notice and a signed copy of such assignment.

**7 PAYMENT**

Unless otherwise provided, terms of payment shall be net 30 days from the latter of (1) submission of Seller's proper invoice, if required (unless such invoice is not approved), or (2) delivery of supplies/completion of work if invoice is not required. Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check or electronic funds transfer, at the option of Company. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

**8 COMPLIANCE WITH LAWS**

(a) Seller shall comply with all applicable governmental laws orders, regulation, or rulings of their government. Seller shall perform the work under this Agreement in a manner that is safe, healthy, and environmentally acceptable, and shall develop and manage a comprehensive program in support of these objectives.

(b) Seller shall include this clause in all subcontracts, at any tier, involving the performance of this Agreement.

**9 TERMINATION FOR DEFAULT**

(a), Company reserves the right to terminate this Agreement for default, in whole or in part, if, after 10 days from Company's written notice, Seller fails to comply with any of the terms of this Agreement, fails to make progress, so as to endanger performance of

this Agreement, or fails to provide adequate assurance of future performance. In that event, Company shall not be liable for any services or supplies not accepted.

(b) If this Agreement is terminated for default, Company may require Seller to deliver to Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of this Agreement. Company shall pay the agreed-upon price for services performed and accepted in addition to completed supplies delivered and accepted. Company and Seller shall agree on the amount of payment for all other deliverables.

(c) Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence. However, the delays of Seller's suppliers at any tier must be proved to be beyond the control of both Seller and its suppliers and without fault or negligence of either.

(d) The rights and remedies of Company in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

## **10 TERMINATION FOR CONVENIENCE**

Company reserves the right to terminate this Agreement, or any part hereof, for the convenience of itself or the Government.

In the event of such termination, the Subcontract Administrator shall deliver a notice specifying the extent and effective date. Seller shall immediately stop all work terminated and shall immediately cause any and all of its affected suppliers and subcontractors to cease work. Subject to the terms of this Agreement, Seller shall be paid a percentage of the price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Company using its standard record keeping system, have resulted from the termination. Seller shall within 6 months of the effective date of the termination submit a final settlement proposal to Company. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided. In no event shall the agreed amount exceed the total price of the Agreement.

## **11 CHANGES**

(a) Company may at any time, by written notice, make changes within the general scope of this Agreement in any one or more of the following: (1) description of the work to be performed; (2) time of performance (3) place of performance; (4) method and manner of performance; (5) the amount of work to be furnished; (6) drawings, designs or specifications; and (7) time and place of delivery. If any such change causes a difference in the cost, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Agreement signed by both parties. Any claim for adjustment by Seller must be made within 30 days from the date of receipt of Company's change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment. Failure to agree to any adjustment shall be settled in accordance with Part 1.2.

(b) Only the Subcontract Administrator is authorized on behalf of Company to issue changes whether formal or informal. If Seller considers that any direction or instruction by Company personnel constitutes a change, Seller shall not rely upon such instruction or direction without written confirmation from the Subcontract Administrator. Nothing in this clause, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the Agreement as changed.

## **12 SUSPENSION OF WORK**

(a) The Company may, at any time, by written direction to Seller, require Seller to stop all or any part of the work called for by this Subcontract for a period of 90 days after direction is delivered to Seller, and for any further period to which the parties may agree.

The direction shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the direction, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the direction during the period of work stoppage.

Within a period of 90 days after a stop-work order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Company shall either: Cancel the stop-work order; or terminate the work covered by the Subcontract as provided in the Termination Clause of this Subcontract.

(b) If a stop-work order issued under this clause is canceled or the period of the direction or any extension thereof expires, Seller shall resume work. Company shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if: (1) The stop-work order results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Subcontract; and (2) Seller asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Company decides the facts justify the action, Company may receive and act upon the claim submitted at any time before final payment under this Subcontract.

(c) If a stop-work order is not canceled and the work covered by the Subcontract is terminated for the convenience of the U.S. Government, Company shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the Subcontract is terminated for default, Company shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **13 PROPERTY**

(a) For property acquired by the Seller, title to all personal property acquired under this Agreement shall immediately pass upon acquisition to Seller. At no time shall company have title, risk of loss or liability for any property acquired with funds provided under this Agreement.

(b) For Company furnished property, title, risk of loss or liability at all U.S. Government property furnished to Seller under this Agreement shall pass to Seller upon receipt of the property by Seller.

## **14 SELLER'S RESPONSIBILITIES**

(a) Seller shall act in performance of this Agreement as an independent contractor and not as an agent for Company or the Government in performing this Agreement, maintaining complete control over its employees and all lower-tier subcontractors. Nothing contained in this Agreement or any lower-tier subcontract shall create any contractual relationship between any such lower-tier subcontractor and the Government or Company. Seller is solely responsible for the actions of itself and its lower-tier subcontractors, agents or employees.

(b) Seller shall be solely responsible for all liability and related expenses resulting from injury, death, damage to, or loss of

property which is in any way connected with the negligent performance of work under this Agreement. Seller shall also be responsible for all materials and work until acceptance by Company. Seller's responsibility shall apply to activities of Seller, its agents, lower-tier subcontractors, or employees and such responsibility includes the obligation to indemnify, defend, and hold harmless the Government and the Company. However, such liability and indemnity does not apply to injury, death, or damage to property to the extent it arises from the conduct of Company.

## **15 INSPECTION**

The materials, supplies or services furnished shall be exactly as specified in this Contract, free from all defects in Contractor's workmanship and materials, and except as otherwise provided in this Contract, shall be subject to inspection and test by the authorized the Company Representative at all times and places. If, prior to final acceptance, any materials, supplies, or services are found to be defective or not as specified, the Company may reject them, require Contractor to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Contractor is unable or refuses to correct such items within a time deemed reasonable to the Company, the Company may terminate the Contract, in whole or in part, for default. Contractor shall bear all risks as to rejected materials, supplies, and services, and, in addition to any cost for which Contractor may become liable to the Company under other provisions of this Contract, shall reimburse Company for all transportation costs, other related costs incurred, or payments to Contractor in accordance with the terms of this Contract for unaccepted materials, supplies, and services. Notwithstanding final acceptance and payment, Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Any test programs and procedures required by the Schedule or Exhibits to this Agreement are in addition to, and do not limit, Company's rights provided in this clause.

## **16 AUDIT AND RECORDS – NEGOTIATION**

### **THIS CLAUSE APPLIES TO WORK RELEASES EXCEEDING \$25,000 IN VALUE**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to -- (1) The proposal for the contract, subcontract, or modification; (2) The discussions conducted on the proposal(s), including those related to negotiating; (3) Pricing of the contract, subcontract, or modification; or (4) Performance of the contract, subcontract or modification.

(d) Comptroller General -- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder. (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Seller is required to furnish cost, funding, or performance reports, the Company or an authorized representative of the Company shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -- (1) The effectiveness of the Company's policies and procedures to produce data compatible with the objectives of these reports; and (2) The data reported.

(f) Availability. The Seller shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this

contract. In addition -- (1) If this contract is completely or partially terminated, the Seller shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and (2) The Seller shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Seller shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) For which cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

(h) The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

## **17 ANTI-KICKBACK PROCEDURES**

(a) This clause applies if this Subcontract exceeds \$100,000.

(b) The Anti-Kickback Act of 1986, (41 U.S.C. 51-58) (the Act), prohibits any person or organization from: (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the Subcontract price charged by a prime subcontractor to the U.S. Government or in the Subcontract price charged by a seller to a prime Seller.

(c)(1). When Seller has reasonable grounds to believe that a violation described in paragraph B. of this clause may have occurred, Seller shall promptly report, in writing, the possible violation. Such reports shall be made to the Company Representative. (2) Seller shall cooperate fully with any federal agency investigating a possible violation. (3). Company may: (A) Offset the amount of

the kickback against any monies owed by Company under the Agreement; and/or (B) Withhold sums owed Seller under the Agreement in the amount of the kickback.

(d) "Kickback" means any money, fee commission, credit, gift, gratuity, thing of value or compensation of any kind which provided, directly or indirectly, to any prime subcontractor, prime subcontractor employee, seller or seller employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime subcontract or in connection with a Subcontract relating to a prime subcontract.

(e) Seller agrees to incorporate the substance of this clause, including this subparagraph E., in all lower-tier arrangements under this Subcontract which exceed \$100,000.

## **18 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) U.S. law prohibits a recipient of a Federal subcontract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal subcontract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal subcontract, grant, loan, or cooperative agreement.

(b) The Act also requires Seller to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal subcontract, grant, loan, or cooperative agreement.

(c) Seller shall require the submittal of a certification, and if required, disclosure from by any person who requests or receives any subcontract or agreement exceeding ONE HUNDRED THOUSAND DOLLARS (\$100,000) under the Federal subcontract.

(d) Seller agrees not to make any payment prohibited by this clause.

## **19 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA THIS CLAUSE APPLIES TO NEGOTIATED SUBCONTRACT PRICING ACTIONS EXCEEDING \$550,000 IN VALUE**

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because -- (1) The Seller or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; (2) A subcontractor or prospective subcontractor furnished the Seller cost or pricing data that were not complete, accurate, and current as certified in the Seller's Certificate of Current Cost or Pricing Data; or (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which -- (1) The actual subcontract; or (2) The actual cost to the Seller, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Company determines under paragraph (a) of this clause that a price or cost reduction should be made, the Seller agrees not to raise the following matters as a defense:

(i) The Seller or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Company should have known that the cost or pricing data in issue were defective even though the Seller or subcontractor took no affirmative action to bring the character of the data to the attention of the Company.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Seller or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Company based upon the facts shall be allowed against the amount of a contract price reduction if -- (A) The Seller certifies to the Company that, to the best of the Seller's knowledge and belief, the Seller is entitled to the offset in the amount requested; and (B) The Seller proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date. (ii) An offset shall not be allowed if --

(A) The understated data were known by the Seller to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable to and shall pay the United States at the time such overpayment is repaid -- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Company is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the U.S. Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and (2) A penalty equal to the amount of the overpayment, if the Seller or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

## **20 SELLER COST AND PRICING DATA THIS CLAUSE APPLIES TO NEGOTIATED SUBCONTRACT PRICING ACTIONS EXCEEDING \$550,000 IN VALUE**

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Seller shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR



15.403-1 applies.

(b) The Seller shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either -- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.)

## **21 PRINTING**

(a) To the extent that duplicating or printing services may be required in the performance of this Agreement, the Seller shall provide or secure such services in accordance with the U.S. Government Printing and Binding Regulations, Title 44 of the U.S. Code, and Department of Energy Directives relative thereto.

(b) The term "printing" includes the following processes; composition, plate-making, presswork, binding, microform publishing, or the end items produced by such processes. Provided, however, that performance of a requirement under this Agreement involving the-duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.

(c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.

## **22 KEY PERSONNEL**

Seller shall furnish a list of project personnel to Company for approval and Seller agrees to assign such employees or persons to the performance of the work under this Agreement and shall not reassign or remove any of them without the consent of Company. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Agreement, Seller shall, with the approval of Company, replace such employee with an employee of substantially equal abilities and qualifications.

## **23 SUBCONTRACT MANAGEMENT**

(a) All correspondence shall be directed and/or copied to the attention of Company's or Seller's Representatives for this Agreement, and the Subcontract Administrator.

(b) No request, notice, authorization, direction or order received by Seller and issued pursuant to this Agreement, by reference or otherwise shall be binding, upon either Company or Seller, or serve as a basis for change in the Subcontract price or any other provision of this Agreement, unless issued or confirmed in writing by the Subcontract Administrator. Seller shall immediately notify, in writing, Subcontract Administrator whenever a change request has been received from someone other than Subcontract Administrator which would affect any terms and conditions of this Agreement.

## **24 TAXES**

All financial transactions related and applicable to this Subcontract between the Company and the Seller or it's suppliers or subcontractors are exempt from taxation to the Company by the Seller, including any value-added tax.

## **25 LATE DELIVERABLES**

For each and any task order release funded under this BOA, TAEA understands that the task order subcontract deliverable due dates negotiated shall be considered to be firm. The Company must approve extensions of individual deliverable due dates. Failure on the part of the Seller to meet negotiated deliverable due dates may result in the cancellation of task order releases issued under this BOA. The Contractor shall comply with this agreement relative to deliverable due dates. Should the Seller determine that a particular deliverable due date cannot be met, the Seller shall immediately notify Company's Subcontract Administrator and the Technical Administrator. This notification shall include the reason why the deliverable due date cannot be met and the proposed new deliverable due date.

## **26 ACCESS**

Consistent with other provisions of the scope of work and terms and conditions of any task order subcontracts issued against the BOA, the Seller is responsible to ensure full compliance with work scope, criteria, specifications, performance requirements, functional requirements, standards, etc. The U.S. and/or Company shall be given physical access to the facilities and original documents controlled by Seller concerning work performed under any work release under this BOA. The Company shall be informed of all applicable laws and security policies that apply to these facilities and documents and the Company agrees to comply with said laws and policies that concern physical access to facilities and inspection of original documents. If there is a conflict between the terms of this agreement and said laws and policies, the Company and Seller agree to negotiate in good faith to reach an alternative means of assurance other than physical inspection or original document review. Failure to reach an agreement on an alternate mean of assurance may result in termination of the BOA or any task order.

## **27 KEY PERSONNEL**

Seller shall furnish a list of project personnel to Company for approval and Seller agrees to assign such employees or persons to the performance of the work under this Agreement and shall not reassign or remove any of them without the consent of Company. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Agreement, Seller shall, with the approval of Company, replace such employee with an employee of substantially equal abilities and qualifications.

## **28 SUBCONTRACT MANAGEMENT**

(a) All correspondence shall be directed and/or copied to the attention of Company's or Seller's Representatives for this Agreement, and the Subcontract Administrator.

(b) No request, notice, authorization, direction or order received by Seller and issued pursuant to this Agreement, by reference or otherwise shall be binding, upon either Company or Seller, or serve as a basis for change in the Subcontract price or any other provision of this Agreement, unless issued or confirmed in writing by the Subcontract Administrator. Seller shall immediately notify, in writing, Subcontract Administrator whenever a change request has been received from someone other than Subcontract Administrator which would affect any terms and conditions of this Agreement.