

Battelle Memorial Institute has executed and is engaged in the performance of Prime Contract DE-AC05-76RL01830 with the United States Department of Energy (DOE), for the management, operation, and maintenance of the Pacific Northwest National Laboratory (PNNL) in Richland, Washington. This agreement is entered into in furtherance of the performance of the work provided in the Prime Contract, and is subject to the following general provisions:

Independent Contractor	1
Compliance with Laws	1
Pacific Northwest National Laboratory or Battelle Name (<i>cl. 374 – Oct 2008</i>)	1
Confidentiality and Proprietary Information	1
Disputes (<i>cl. 331 – Nov 2014</i>)	2
Intellectual Property	2
Guest House at PNNL (<i>cl. 333 – Oct 2020</i>)	2
Foreign Travel (<i>cl. 366 – March 2013</i>)	2
U.S. Federal and State Tax Withholding and Reporting, and Foreign Tax Credits (<i>cl. 355 – June 2016</i>)	2
Prohibition on Participation in Foreign Government Talent Recruitment Programs (<i>cl. 312 – Sept 2019</i>)	2
Export Control (<i>cl. 398 – July 2012</i>)	3
Unclassified Foreign Visits and Assignments (<i>cl. 3114 - Oct 2020</i>)	3
FAR 52.247-63 Preference for U.S.-Flag Air Carriers (<i>June 2003</i>)	3
Ethics (<i>cl. 310 - Sept 2017</i>)	4

Independent Contractor

The Contractor is an independent contractor and not an agent or employee of Battelle in the performance of the work.

Compliance with Laws

- A. In the performance of the work provided by this Contract, the Contractor shall comply with all applicable state, federal, and local laws, rules, and regulations. The Contractor shall not utilize any lower-tier subcontractor(s) to perform the work.
- B. The Contractor shall comply with the applicable federal, state and local environment, safety, health and security laws and regulations of the facility where the work is performed. Where work is performed at any Battelle or DOE owned, leased or controlled facility, the Contractor shall comply with 10 CFR 851, DOE Worker Safety and Health Program, and DEAR 970.5223-1, Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution (Dec. 2000) in the manner prescribed by the host facility. The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. With respect to the scope of work described in this workshop agreement at Battelle owned, leased or controlled facilities, and where the activities are limited to an office or meeting environment, with no additional or unusual hazards, the requirements can be met through review of the [Visitor Orientation Pamphlet](#).
- C. The Contractor shall notify the Battelle Contracts Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged, that the Contractor determines to have occurred in the course of the work performed and shall furnish such further information as the Battelle Contracts Representative may require. The Contractor shall promptly evaluate and resolve any non-compliance with applicable ES&H or security

requirements. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment, safety or health of employees or the public, the Battelle Contracts Representative may issue an order stopping work in whole or in part.

Pacific Northwest National Laboratory or Battelle Name (*cl. 374 – Oct 2008*)

The Contractor agrees not to use Pacific Northwest National Laboratory's or Battelle's name or identifying characteristics for advertising, sales promotion, raising of capital, recommending investments or other publicity purposes that implies endorsement by the Pacific Northwest National Laboratory or Battelle without the prior written consent of Battelle. This clause shall survive the termination or expiration of this contract.

Confidentiality and Proprietary Information

- A. Any knowledge or information which the Contractor shall have disclosed or may hereafter disclose to Battelle, incident to the placing and filing of this Contract, shall not, unless otherwise specifically agreed upon in writing signed by an Officer or Laboratory Director of Battelle, be deemed to be confidential or proprietary information, and accordingly, shall be acquired free from any restrictions (other than restrictions which may result from a claim for patent infringement).
- B. The Contractor agrees to keep confidential any information or data obtained by it from Battelle during the term of this Contract, and to refrain from publishing or revealing any such information acquired by it in the course of the services, without the written consent of Battelle.
- C. The Contractor shall immediately disclose to the Contract Representative any information that the Contractor believes was developed or discovered during the course of this agreement that may be subject to patents or protection per Title 35 of the United States Code (USC).

Disputes (cl. 331 – Nov 2014)

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon filing of a legal action by the aggrieved party. It is further agreed by the Contractor that litigation shall be limited and confined exclusively to Federal District Court, with venue in the U.S. District Court for Eastern Washington, located in Richland, Washington. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in Benton County Superior Court, located in Kennewick, Washington. Resolution of any substantive issue of law shall be determined in accordance with the body of applicable Federal procurement law. If there is no applicable Federal procurement law, the law of the State of Washington shall apply in the determination of such issues. During the pendency of any dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of Battelle.

Intellectual Property

The Contractor agrees to report to Battelle any inventions made or conceived directly under this agreement. The creation of intellectual property is not anticipated to occur under this agreement. However, in the unlikely event that intellectual property is created, the following terms and conditions shall apply and are incorporated herein by reference:

48 CFR 523.227-14 entitled "Rights in Data - General" modified in accordance with 48 CFR 927.409(a) and including Alternate V.

If Contractor is a non-profit organization or small businesses then 48 CFR 952.227-11 entitled "Patent Rights - Retention by the Contractor" shall apply.

If Contractors is other than a non-profit organization or a small business then 48 CFR 952.227-13 entitled "Patent Rights - Acquisition by the Government" shall apply.

Guest House at PNNL (cl. 333 – Oct 2020)

If and when the Contractor's personnel travel and require lodging within 25 miles of Richland, Washington, under the scope of this Contract, Contractor's personnel shall stay at the Guest House at PNNL (620 Battelle Blvd., Richland, WA 99354, Phone: 509-943-0400; FAX: 509-375-1092; Email: gh@stayparagon.com; website: www.pnl.gov/guesthouse) unless adequate space is unavailable. Invoices for lodging costs will not be reimbursed under this Contract for lodging elsewhere within 25 miles of Richland, Washington, without documentation from the Guest House of unavailability submitted with the invoice. The allowed price of lodging at the Guest House will be consistent with the [Federal Travel Regulation](#) per diem limits in effect at the time of travel.

Foreign Travel (cl. 366 – March 2013)

- A. Foreign travel means approved travel (whether wholly or partially on official business) from the United States (including Alaska, Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States) to a foreign country and return, travel between foreign countries, by persons, including foreign nationals, whose salaries or travel expenses or both will ultimately be funded in whole or in part by DOE or NNSA from its appropriations. Official foreign travel also includes travel funded by non-DOE or non-NNSA sources for which the traveler represents the Departments or NNSA or conducts business on behalf

of the U.S. Government.

- B. Foreign travel in connection with the performance of this contract shall be subject to the prior approval of DOE and shall be conducted pursuant to the requirements contained in DOE Order 550.1, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.
- C. Request for approval of each separate trip shall be submitted to the Battelle Contracts Representative no less than sixty days prior to a planned departure date. The Contractor will not incur any travel costs until after it receives notice of Advanced Travel Request approval from the Battelle Contracts Representative.
- D. For any foreign travel in connection with conferences, Contractor shall ensure that information for conference attendance, including but not limited to agenda and presentation, is submitted to the Battelle Contracts Representative with the initial travel request.
- E. Personal leave in conjunction with Contractor's authorized foreign travel may be granted on a two business days to one personal day (2:1) ratio. Travel days to and from business location will be considered business days. All expenses associated with Contractor's personal leave while on foreign travel shall be borne by Contractor and are not reimbursable by Battelle.

U.S. Federal and State Tax Withholding and Reporting, and Foreign Tax Credits (cl. 355 – June 2016)

Contractor agrees to cooperate fully with Battelle in providing any tax documentation that is required in support of any U.S. federal or state tax withholding or reporting responsibility, including but not limited to IRS Forms W-9, 8233, W-8BEN, W-8IMY, W-8EXP, or W-8ECI as applicable, and any required state tax forms including, but not limited to California Forms 590 or 587. It is understood that tax certification forms are required even where tax withholding will take place; however where a lesser amount of tax withholding, or exemption from tax withholding is allowed through the submission of the form, Battelle will make all commercially reasonable efforts where legally possible to honor the claim. Completion of the required tax forms is a condition of this contract, and any such forms must be completed prior to any payment taking effect. Battelle will act in compliance with the U.S. federal and state tax withholding and reporting laws and will deduct any and all applicable U.S. federal or state withholding taxes from payments to Contractor wherever required by law. Contractor acknowledges that such withholding by Battelle does not relieve Contractor of liability to pay taxes in the event that any taxing authority should determine that the amount of withholding is inadequate.

Prohibition on Participation in Foreign Government Talent Recruitment Programs (cl. 312 – Sept 2019)

Applies to research & development (R&D) or demonstration contracts performed on or at a DOE/NNSA site/facility, including DOE/NNSA/Battelle leased space.

- A. Contractor shall utilize due diligence to ensure that neither it nor any of its employees, applicable subcontractor employees or joint appointees, working at any level, participate in a foreign government talent recruitment program of a foreign country of risk while performing work under this contract. A "foreign government talent recruitment program" means any foreign-state-sponsored attempt to acquire U.S. scientific-funded research or technology through foreign government-run or funded recruitment programs that

target scientists, engineers, academics, researchers, and entrepreneurs of all nationalities working or educated in the United States.

- B. Contractor shall file reports with Battelle on a quarterly basis stating whether it or any such employees or joint appointees are participants in a foreign government talent recruitment program of a foreign country of risk, or whether the Contractor has a reasonable basis to report such employees or joint appointees as a participant in a foreign government talent recruitment program of a foreign country of risk.
- C. Contractor shall notify Battelle and the U.S. Department of Energy (DOE) Office of Intelligence and Counterintelligence within five (5) business days upon, at any time during the term of the contract, including options and extensions, learning that it or any of its employees, applicable subcontractor employees, or joint appointees are or are believed to be participants in a foreign government talent recruitment program of a foreign country of risk.
- D. Upon filing quarterly reports in accordance with paragraph B., or providing notifications in accordance with paragraph C., the Contractor will be notified by Battelle's Contracts Representative whether it or any of its employees, applicable subcontractor employees or joint appointees, are participants in a foreign government talent recruitment program of a foreign country of risk covered by this clause. Following notification by the Battelle Contracts Representative, the Contractor shall take appropriate action to ensure that, within thirty (30) days of notification, neither it nor any such employees or joint appointees are participants in a foreign government talent recruitment program of a foreign country of risk while performing work under this contract.
- E. Failure by the Contractor to reasonably ensure that neither it nor any of its employees participate in a foreign government talent recruitment program of a foreign country of risk may result in Battelle exercising contractual remedies in accordance with federal regulations and the terms of the contract, up to and including termination of this contract.
- F. The Contractor is responsible for flowing down the requirements of this clause to R&D or demonstration subcontracts at any tier to the extent necessary to ensure Contractor's compliance with the requirements, where the lower tier subcontractor's work under this contract is performed on or at a DOE/NNSA site/facility, including DOE/NNSA/Battelle leased space.
- G. Battelle reserves the right to direct Contractor to remove the employee(s) participating in a foreign government talent recruitment program from performing any work under this contract on or at any facility of the Pacific Northwest National Laboratory (PNNL) or from any other DOE/NNSA site/facility (including DOE/NNSA/Battelle leased facilities). To the extent Battelle requires the Contractor employee(s) participating in the foreign government talent recruitment program to be removed from performing any further work under this contract, Contractor shall do so unless such employee(s) agree to discontinue his/her/their participation in the foreign government talent recruitment program. Contractor is not entitled to any claim for equitable adjustment against Battelle as a result of direction provided under this subparagraph.

Export Control (cl. 398 – July 2012)

The parties understand that materials and information resulting from the performance of this contract may be subject to export control laws and that each party is responsible for its own compliance with such laws.

Unclassified Foreign Visits and Assignments (cl. 3114 - Oct 2020)

This clause applies when foreign nationals will have access to DOE owned or leased sites, information, technologies, or equipment under this contract.

All foreign national contractor personnel must be approved in writing by Battelle before being granted access to any PNNL or DOE facilities, systems, technologies or information under this contract. Contractor shall provide the following information as applicable by individual:

- Non-U.S. Citizen Pre-Visit Form
- Passport and visa documents (non-immigration documentation) or immigrant document (lawful permanent resident card)

Contractor shall provide a point-of-contact, through which such information shall be provided.

FAR 52.247-63 Preference for U.S.-Flag Air Carriers (June 2003)

(a) Definitions. As used in this clause –

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 states, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government Contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section

47.403 of the Federal Acquisition Regulation):

(State reasons):

End of Statement)

- (e) The Contractor shall include the substance of this clause, including this Paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

Ethics (*cl. 310 - Sept 2017*)

Battelle demands the highest standard of ethics, integrity, and conduct in its operations. The Contractor must not pay bribes or engage in corrupt practices to advance any interests associated with Battelle. This includes directly or indirectly offering, paying, promising to pay, or authorizing the payment or provision of money or anything of value to government officials (including foreign officials), political parties, or candidates for political office for the purpose of influencing their acts or decisions in their official capacity to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, the Contractor or Battelle. The Contractor must never engage in illegal activities, including, but not limited to, money laundering or actions related to terrorism, or do business with parties or persons upon whom sanctions have been imposed by the U.S. Government. Failure to comply with this provision is considered a material breach of contract and cause for termination.