If this order is placed pursuant to U.S. Department of Energy (“DOE”) grant DE-EE0002025 (the “Grant”), in addition to the provisions set forth in the applicable purchase order and the General Terms and Conditions, the following clauses, as set forth in DOE’s Financial Assistance Rules (10 CFR Part 600) and/or the Grant, are incorporated herein and are applicable hereto by this reference. The applicable purchase order, the General Terms and Conditions, and the following clauses are collectively referred to as the “purchase contract.” All referenced CFR paragraph numbers refer to current paragraphs and revisions in effect as of the date of the Grant. Copies of DOE Assistance Regulations, 10 CFR Part 600, may be obtained on the internet at http://ecfr.gpoaccess.gov*.* Seller will incorporate the following clauses into all subcontracts awarded under this purchase contract.

# Inspection and Audit

Seller authorizes Buyer, the DOE, the DOE Inspector General, the Comptroller General of the United States, and/or any of their duly authorized representatives to: (1) interview any officer or employee of Seller regarding this purchase contract; and (2) examine any books, documents, papers, and records that are pertinent to this purchase contract, for purposes such as making audits, examinations, excerpts, transcriptions, and copies of such documents.

**Copeland “Anti-Kickback” Act (18 U.S.C 874 and 40 U.S.C. 276c) (Applicable to contracts in excess of $2000 for construction or repair)**

Seller confirms it has been advised of and will comply with Buyer's policy against giving money or anything of more than nominal value to any employee of Buyer. Seller further confirms that this contract is subject to the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, as supplemented by Department of Labor regulations (collectively, the “Anti-Kickback Act”). Seller is required to comply with the Anti-Kickback Act and agrees that Buyer may charge back to Seller any sum which is charged to Buyer because of an alleged violation of the Anti-Kickback Act by Seller or one of its subcontractors. Seller agrees to promptly advise Buyer if at any time it has reasonable grounds to suspect that the Anti-Kickback Act has been violated.

**Equal Employment Opportunity**

Seller agrees that it complies, and will continue to comply during the term of this purchase contract, with E.O. 11246 (3 CFR, 1964-1965 Comp., p. 339), ‘‘Equal Employment Opportunity,’’ as amended by E.O. 11375 (3 CFR, 1966–1970 Comp., p. 684), ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and as supplemented by regulations at 41 CFR chapter 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (Applicable to proposals for contracts and subcontracts of $100,000 or more)**

Seller certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, Seller also agrees to disclose to Buyer any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Seller will require the inclusion of this “Byrd Anti-Lobbying Amendment” provision in all subcontracts of $100,000 or more at any tier.

**Debarment / Suspension**

Seller certifies that neither it nor any of its principals has been debarred, suspended, proposed for debarment or suspension, or otherwise excluded from or declared ineligible for any federal procurement and/or non-procurement programs, under authority of E.O.s 12549 and 12689 or otherwise.

**Intellectual Property Provisions**

Seller acknowledges that Buyer has the responsibility to obtain all data and rights therein necessary to fulfill Buyer’s obligations to the Government under 10 CFR 600.325 and Appendix A – Patent and Data Provisions to Subpart D, Part 600.

- Seller hereby provides Buyer and the Government with unlimited rights in –

(i) Data first produced in performance of the purchase contract;

(ii) Form, fit and function data delivered under the purchase contract;

(iii) Data delivered under the purchase contract that constitutes manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under the purchase contract; and

(iv) All other data delivered under the purchase contract.

- Seller shall not, without the prior written approval of Buyer, incorporate any limited rights data or restricted computer software, or any other data not first produced in the performance of the purchase contract that contains the copyright notice of 17 U.S.C. 401 or 402, into any of data or deliverables provided under the purchase contract.

- Seller acknowledges that certain data and/or computer software provided by Buyer to Seller for use in performance of the purchase contract may incorporate confidential or proprietary information of Buyer. Seller agrees to hold such data and/or computer software in confidence and further agrees not to disclose or use such data or software except as required for purposes of the purchase contract.

- The purchase contract does not require Seller’s performance of any experimental, developmental or research work. Seller acknowledges that if any such experimental, developmental or research work is performed under the purchase contract, Seller is required to also comply with the applicable Patent Rights provisions under 10 CFR Part 600, Subpart D.

**Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended (Applicable to contracts in excess of $100,000)**

Seller is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401 *et seq.*) and the Federal Water Pollution control act as amended (33 U.S.C. 1251 *et seq.*). Violations must be reported to the Buyer, the responsible DOE contracting officer and the Regional Office of the Environmental Protection Agency (EPA).

**Contract Work Hours and Safety Standards (40 U.S.C. 327-333) (Applicable to contracts in excess of $100,000 for construction and other purposes that involve the employment of mechanics or laborers)**

Seller is required to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 11⁄2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Davis-Bacon Act (40 U.S.C. 276a and American Recovery and Reinvestment Act (Pub. L. No. 111-5), Section 1606]) (Applicable to contracts in excess of $2000 for construction, alteration, maintenance, or repair (including painting and decorating))**

The Grant is subject to the requirements of Section 1606 of the American Recovery and Reinvestment Act (“Recovery Act”), Pub. L. No. 111-5, which requires that all laborers and mechanics employed by contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code (*i.e.*, the Davis-Bacon Act). If applicable to this purchase contract, the DOE terms, and conditions, including a Department of Labor wage determination, that implement the Davis-Bacon Act requirements are hereby incorporated in this purchase contract, and provided to Seller as zGCDOECON.

Seller shall include the same terms and conditions in any subcontract in excess of $2000 for construction, alteration, maintenance, or repair, and shall require the inclusion of such terms and conditions in any such lower-tier subcontract.

**Protecting Whistleblowers**

The Grant is subject to the requirements of Section 1553 of the Recovery Act, which include, but are not limited to:

*Prohibition on Reprisals*: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;

- a gross waste of covered funds;

- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

- an abuse of authority related to the implementation or use of covered funds; or

- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

*Agency Action*: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.

- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

*Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration*: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

*Requirement to Post Notice of Rights and Remedies*: Any employer receiving covered funds under the Recovery Act, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

Seller agrees to comply with the requirements of Section 1553 of the Recovery Act and to include the same terms and conditions in any subcontract with an employer receiving covered funds.

**Reporting Requirements**

Seller agrees to provide any information that Buyer deems reasonably necessary to assist Buyer in complying with its reporting obligations under the Recovery Act.

[End of Clause]