

**GE HITACHI NUCLEAR ENERGY AMERICAS (GEH)
FLOWDOWN PROVISIONS for DOE FINANCIAL ASSISTANCE AWARDS
2016 Staff Augmentation Suppliers**

These Flowdown Provisions Supplement the Master Services Agreement (MSA) and Purchase Order (PO), and are applicable to all goods and Services furnished to Purchaser and Purchaser's customer in support of a U.S. DOE Financial Assistance Award.. As used in these Provisions the term "Seller" shall mean "Supplier" as set forth in the MSA. In the event of a conflict between these Flowdown Provisions and any provision in the MSA or PO, the PO shall prevail.

Further information regarding Department of Energy (DOE) contract flowdowns can be found at the DOE homepage, <http://www.energy.gov/>.

DOE Contract Flowdown Requirements

- I. No DOE Deliverables, reports, or submittals under this agreement may contain any protected Personally Identifiable Information. Personally Identifiable Information (PII) is any information maintained by the Seller about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal information that is linked or linkable to a specific individual.
- II. Seller will maintain documents related to its performance of the Services performed in accordance with these Flowdown Provisions for not less than three years from final payment. Seller agrees to cooperate with GEH to provide the Government unrestricted access to any records that are pertinent to this Service, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Seller's personnel for the purpose of interview and discussion related to such documents. (10 C.F.R. §§ 600.21 & 600.342). This requirement shall apply to all lower-tier subawards and subcontracts in excess of \$10,000.
- III. Seller certifies that neither it nor its principals are debarred or suspended by any Federal department or agency. Supplier must certify that its first-tier subcontractors are not excluded or disqualified from doing business with the Federal government, prior to entering into any subcontract.
- IV. For-profit Sellers agree that they will comply with the requirements set forth in 10 C.F.R. § 600, Subpart D, Appendix B, and that they will incorporate this term into any and all subcontracts to the lowest tier.
- V. Non-profit Sellers agree that they will comply with the requirements set forth in 10 C.F.R. § 600, Subpart B, Appendix A, and that they will incorporate this term into any and all subcontracts to the lowest tier.
- VI. Seller shall, at the conclusion of Service performance, notify GEH of any unused supplies, exceeding \$5,000 in total aggregate, that were purchased with funding provided to Seller under these Provisions. GEH and Supplier will then determine an appropriate method for disposing of the property as prescribed by DOE and in accordance with 10 C.F.R. §§ 600.135 (non-profits) & 600.324 (for profits).
- VII. Seller shall not publish progress reports, results or summaries of technical work conducted under the DOE Cooperative Agreement without GEH's review and written approval.
- VIII. Supplier must obtain any required permits and comply with all applicable federal, state, and municipal laws, codes, and regulations for work performed under these Flowdown Provisions.
- IX. Supplier shall notify GEH of any potentially National Security classifiable results originating from work performed under these Flowdown Provisions.
- X. No funds obligated under these Flowdown Provisions shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress.
- XI. Supplier shall notify GEH prior to performing project work outside of the United States or subcontracting work to be performed outside the United States.
- XII. Supplier is responsible for maintaining the integrity of research of any kind under these Flowdown Provisions, including the prevention, detection, and remediation of research misconduct, and the conduct of inquiries, investigations, and adjudication of allegations of research

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misconduct.

- XIII.** Supplier may only charge costs incurred under Flowdown Provisions that are reasonable in nature and amount for the work done. In particular, costs charged should be ordinary and directly necessary in connection with accomplishing the work and reflective of charges that would result from arm's length bargaining in a competitive business.