

**GENERAL TERMS & CONDITIONS**  
**Individuals (IND 3/99)**

**PART 1.1 CONSIDERATION**

Company shall pay Seller the specified rate (price) for such time as Seller actually performs services hereunder at the request of the Company, not to exceed dates or time (e.g., hours, days, weeks, or months) set forth in the subcontract period of performance. A day shall be considered to mean a period consisting of eight hours, or more, all told, in any one calendar day. For each two-hour period or fraction of such portion, one quarter of said rate of compensation shall be payable. Nothing contained in this paragraph shall be construed to authorize payment of more than the specified daily rate for any one calendar day. Except as otherwise provided herein, no portion of the daily rate will be payable (i) for time spent in travel for the Seller's convenience during an assignment or (ii) if travel begins after 6 p.m. one day and ends before 8 a.m. the next day ( local time zone) and no work was actually performed under the Agreement during these hours.

**PART 1.2 PAYMENT**

Seller shall be paid monthly, upon submission of an invoice in an approved form, the consideration stipulated herein less deductions, if any. Seller shall certify (1) that the claim for payment is just and true in all respects, and (2) that no inventions or discoveries, not previously reported, have been made or conceived during or in connection with the rendering of the services unless such inventions or discoveries are specifically reported in accordance with the "Patent Rights" provisions of this Agreement. Company may withhold payment hereunder until said requirements are fulfilled.

**PART 1.3 TRAVEL REIMBURSEMENT**

If travel is authorized and Seller is to be reimbursed for such expenses, Agreement will specify a ceiling amount in dollars for such reimbursement. Seller will be reimbursed for travel expenses in accordance with the Travel Reimbursement Policy, which is incorporated by reference, up to the amount allowed by the policy or the ceiling amount, whichever is less.

**PART 1.4 TERMINATION**

Either party hereto may terminate this Agreement at any time by giving not less than thirty days prior written notice to the other. Such termination shall only affect the term of this Agreement and shall otherwise be without prejudice to the rights of the parties hereunder.

**PART 1.5 CODE OF ETHICS AND BUSINESS CONDUCT**

The documents entitled "Consultant Orientation to Lockheed Martin Corporation Code of Ethics and Business Conduct" and "Consultant Certification and Agreements Regarding Consultant Restrictions" are made part of this Agreement. By execution of this Agreement, Seller certifies that he or she has received a copy of said documents and agrees to comply with all their provisions.

**1.6 INDEPENDENT CONTRACTOR**

Neither this Agreement nor Seller's performance hereunder shall constitute or create an employee/employer relationship. Seller shall not be eligible for any benefits applicable to active employees of Company. Seller shall act solely as an independent contractor, not as an employee or agent of Company. Seller's authority is limited to providing personal services and Seller shall have no authority, without express written consent of Company, to incur any obligation or liability, or make any commitments on behalf of Company.

**1.7 INCORPORATION BY REFERENCE**

This Agreement incorporates certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For FAR and DEAR provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means Subcontract Administrator. Company clauses incorporated by reference are available from Company's Procurement Internet Home Page (<http://www.ornl.gov/procurement>) at "Energy Systems Procurement". The FAR and DEAR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., or from Government web sites (<http://www.arnet.gov/far/>) for FAR and (<http://www.pr.doe.gov/dear.html>) for DEAR.

The following clauses are incorporated by reference:

Exhibit 1C, Patent Rights -- Retention By The Seller (Short Form) (Company-3/95)

Exhibit 9, Technical Data (Company-10/91)

Individual Conflicts of Interest (Company)

Travel Reimbursement Policy (Company-1/98)

FAR 52.203-7 Anti-Kickback Procedures

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions

DEAR 970.5204-9 Accounts, Records and Inspection

DEAR 970.5204-52 Foreign Travel - "Contracting Officer" means DOE

General Terms & Conditions - Commercial Items (CI)