

Required Training (9-92)

(a) General. Part or all of the work under this subcontract will be performed on-site at a Company-operated, DOE-owned facility. In compliance with a DOE order, the Company has instituted a general training requirement applicable to all subcontractor employees who may work on-site for more than 10 days in a one-year period. (Employees who require access for ten or fewer days in a one-year period will be given a brief site orientation and be escorted by personnel from the division for which the subcontract work is to be performed.) This general training is separate from training that may be required by other provisions of this subcontract for entry into specific buildings or areas within the DOE facility. It is also separate from training or administrative controls that may be required for access to classified information.

(b) Entrance Controls. Beginning November 1, 1992 the Company will begin instituting new procedures controlling entrance to the DOE facilities that it operates. After that date, and subject to the exceptions in paragraph (c) below, Seller and lower-tier subcontractor personnel may be denied unescorted access into the facility unless they have successfully completed a four-hour general training course provided by the Company. ("Unescorted access" means access not requiring the constant presence of a fellow employee who has successfully completed the course.)

(1) The course is designed to provide a description of the facility and basic instruction on radiological health and safety, emergency preparedness, industrial safety and hygiene, fire protection, security, quality assurance, and nuclear criticality.

(2) Three separate written examinations are given as part of the course. Obtaining a score of at least 80% on each examination constitutes successful completion. Persons who do not successfully complete the examinations must repeat the course.

(3) Persons who successfully complete the examination will be issued a card that must thereafter be available for inspection when they enter the facility. The card will be valid for entry into the Oak Ridge National Laboratory, the Oak Ridge Y-12 Plant, the Oak Ridge K-25 Site, and the Paducah, Kentucky and Portsmouth, Ohio Gaseous Diffusion Plants for a period of two years. Thereafter the general training must be repeated.

(c) Exceptions. (1) Seller or lower-tier employees may be allowed, in the sole discretion of the Company, to take part or all of the required written examinations without attending the course. Inquiries may be made to Energy Systems Training and Development at (615)-576-7805.

(2) Seller or lower-tier subcontractors may also request that Energy Systems waive the required course and examination for their employees who are believed to have received equivalent training. Information on requesting such waivers may be obtained from Energy Systems Training and Development at (615)-576-7805.

(3) Seller or lower-tier employees who have successfully completed the general training may escort other

employees of their companies if at all times while within the facility those employees are within sight of the escort.

(d) Cost. The training required by this clause will be provided at no charge to the Seller. However, each employee of the Seller or a lower-tier subcontractor must notify Energy Systems Training and Development of the Company account number to which internal costs of the training are to be charged. This account number may be obtained by the Seller from the Company subcontract administrator or the division for which the subcontract will be performed.

(e) Location and Schedule of Training. The training is provided each week at the Energy Systems Training and Development offices, 701 Scarborough Rd., Oak Ridge, Tennessee.

(f) Enrollment. Enrollment in classes may be arranged by calling Energy Systems Training and Development at (615)-576-7805.

(g) Equitable Adjustments, Excusable Delays. The requirements of this clause for initial or remedial training shall not constitute grounds for an equitable adjustment or constitute an excusable delay under this subcontract.