



Mission Support Alliance Provision

SPECIAL PROVISIONS FOR SUBCONTRACTED LABOR Rev. 2 January 9, 2012

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1.0 PREAMBLE

These Special Provisions are requirements of any Subcontract in which this Special Provision document is incorporated. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.

2.0 INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor for all purposes **and shall assert no claim predicated on co-employment or wage/hour theory**. In no event shall Subcontractor, its agents, representatives, or personnel that it supplies to Buyer under this Subcontract be deemed to be employees of the Buyer. Subcontractor's employees shall be paid exclusively by Subcontractor for all services performed and Subcontractor shall be responsible for and shall comply with all requirements and obligations relating to such employees under local, state or federal law (or foreign law as applicable) including, but not limited to, minimum wage, social security, unemployment insurance, state and federal income tax, and workmen's compensation. Buyer has no responsibility for withholding any portion of salary or wages due employees of Subcontractor or to comply with any of the aforementioned taxes or obligations.

3.0 SUBCONTRACTOR'S PERSONNEL

Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.

4.0 PROPRIETARY RIGHTS

All materials which Subcontractor is required to prepare or develop in the performance and completion of Subcontractor's scope of work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Buyer. Subcontractor agrees to execute all documents and to take all steps requested by Buyer which are desirable to complete such ownership and property rights.



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5.0 SCHEDULE COORDINATION

Daily work schedules, facility operations, and holidays are NOT consistent on the Hanford Site. Some organizations and facilities observe alternate Friday closures. Accordingly, the Subcontractor shall make specific schedule arrangements with Buyers Technical Representative in advance of performance.

Mission Support Alliance will not be liable for the cost of any delays that result from Subcontractor's failure to obtain a specific schedule agreement in advance.

6.0 TRAVEL

Travel Costs are not allowable expenses unless authorized elsewhere in this Subcontract by the Buyer and such costs are in accordance with the Federal Travel Regulations.