

PRICE-ANDERSON AMENDMENTS ACT (December 2010)

(a) This Agreement is subject to the Price-Anderson Amendments Act, Section 234A of the Atomic Energy Act (AEA) of 1954, as amended, and DOE's implementing regulations at 10 C.F.R. Part 820, *Procedural Rules for DOE Nuclear Activities*, 10 C.F.R. Part 830, *Nuclear Safety Management*, 10 C.F.R. Part 835, *Occupational Radiation Protection*, and 10 C.F.R. Part 708, *DOE Contractor Employee Protection Program* (hereinafter "DOE's Nuclear Safety Requirements"). The requirements of this clause do not apply to activities that are regulated, and either indemnified or subject to financial assurance provisions, through a license by the Nuclear Regulatory Commission (NRC) or a State under an Agreement with the NRC (an "Agreement State"), including activities certified by the NRC under Section 1701 of the AEA.

(b) The Seller assumes full responsibility for and shall indemnify, hold harmless, and defend the Company, its members, directors, officers and employees from any liability under Section 234A of the AEA, as amended (42 U.S.C. § 2282a), or DOE's implementing regulations at 10 C.F.R. Part 820, *Procedural Rules for DOE Nuclear Activities*, arising out of the activities of the Seller, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Seller's obligation to indemnify, hold harmless and defend includes attorneys' fees and other reasonable costs of defending any action or proceeding instituted under Section 234A of the AEA, as amended, or 10 C.F.R. Part 820.

(c) The provisions of this paragraph (c) apply to any activity carried out pursuant to this Agreement by the Seller, its subcontractors, suppliers, agents, and employees that has the potential to result in an exposure of an individual to radiation or radioactive material.

(1) All such activities carried out pursuant to this Agreement shall be conducted in accordance with either:

(A) The Company's Radiological Protection Program (RPP), current edition as revised from time to time, and implementing procedures; or

(B) The Seller's own DOE-approved RPP that is compliant with all applicable requirements of 10 C.F.R. Part 835, *Occupational Radiation Protection*, and which has been reviewed and approved by the Director of the Company's Nuclear and Radiological Protection Division.

(2) The Seller shall report to the Company's Technical Project Officer (TPO) those issues which may result in noncompliances requiring reporting in accordance with 10 C.F.R. Part 835 and/or the Company's RPP. Verbal notification of such noncompliances shall be provided immediately upon discovery, followed by timely written notification.

(d) The provisions of this paragraph (d) apply to any activity carried out pursuant to this Agreement by the Seller, its subcontractors, suppliers, agents, and employees that has the potential to affect the nuclear safety of a DOE nuclear facility (as defined in 10 C.F.R. Part 830, including those commonly referred to as radiological facilities or radiological activities).

(1) All such activities carried out pursuant to this Agreement shall be conducted in accordance with either:

(A) The Company's Quality Assurance Program (QAP), current edition as revised from time to time, and implementing procedures; or

(B) The Seller's own QAP that is compliant with all applicable requirements of 10 C.F.R. Part 830, Subpart A, *Quality Assurance Requirements*, and which has been reviewed and approved by the Director of the Company's Quality Systems and Services Division.

(2) The Seller shall report to the Company's TPO those issues which may result in noncompliances requiring reporting in accordance with 10 C.F.R. Part 830 and/or the Company's QAP. Verbal notification of such noncompliances shall be provided immediately upon discovery, followed by timely written notification.

(e) Any written programs developed and maintained by the Seller to implement the requirements of this clause (e.g., administrative controls, procedures and technical work documents) are subject to review by the Company at any time.

(f) The Seller may be subject to enforcement actions under 10 C.F.R. Part 820 for violating DOE's Nuclear Safety Requirements, any program or plan implementing DOE's Nuclear Safety Requirements, failing to provide the product and/or service described in the Agreement (to the extent that product and/or service has the potential to affect nuclear safety), or failing to provide information pertaining to the quality of the purchased supplies or services that is complete and accurate in all material respects.

(g) The Seller shall include, and require the inclusion of, this clause in subcontracts at any tier that are subject to the Price-Anderson Amendments Act.