

### **ORO H.3 OVERSIGHT OF CONTRACTOR (OCT 2004)**

(a) The parties recognize that DOE has entered into Contract No. DE-AC05-00OR22725 (hereinafter referred to as Contract OR22725) with UT-Battelle, LLC (hereinafter UT-Battelle) and Contract No. DE-AC05-00OR22800 (hereinafter referred to as Contract OR22800) with BWXT Y-12, LLC, (hereinafter BWXT Y-12) for the management and operation of Government-owned facilities located in Oak Ridge, Tennessee, at which the Contractor may be performing under this contract. In addition, DOE has entered into Contract No. DE-AC05-98OR22700 (hereinafter referred to as Contract OR22700) with Bechtel Jacobs Company, LLC, (hereinafter Bechtel Jacobs) for the management and accelerated clean-up of Government-owned facilities located in Oak Ridge, TN, at which the Contractor may be performing under this contract. Collectively, these contractors are Site Contractors. The Contractor hereby agrees that while it is performing work at this site(s) it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of the Site Contractors with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor agrees that its responsibility to comply with the foregoing is not reduced by the oversight provided by the Site Contractors nor are any of the Contractor's responsibilities assumed by the Site Contractors. The Contractor acknowledges that the performance by the Site Contractors is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.

(b) The Contractor agrees to cooperate fully and in good faith with DOE, UT-Battelle, Bechtel Jacobs, and BWXT Y-12, so as to enable the Site Contractors to perform their contractual obligations, including evaluation of the Contractor's programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety, and related operations. In performing such evaluations, the Contractor agrees to allow the Site Contractors access to documents relating to the foregoing, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.

(c) The Contractor acknowledges that the Site Contractors are authorized to suspend work of the Contractor or deny the Contractor access to the Government's facilities if the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public. The Contractor agrees to comply with any such Site Contractor direction.

(d) The Contractor agrees to include in all subcontracts that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

(e) The provisions set forth herein are also applicable to all successors to the above mentioned Site Contractors.