

ANL-366M (October 21, 2022)

## Moderate Risk Work by Contractors on the Argonne Site Supplemental Conditions

### 1. APPROVAL TO PROCEED

This contract is designated as moderate risk. The contractor shall not commence on-site work under this contract unless and until the contractor receives approval to proceed from the Project Specialist/Technical Representative.

### 2. INDEMNITY

- (a) The contractor shall indemnify and hold UChicago Argonne, LLC (Laboratory or Argonne), the University of Chicago and the United States Government, and their directors, officers, trustees, agents, servants, and employees, jointly and severally harmless against any loss or damage (including loss or damage from any personal injuries or death of persons, and loss of or damage to property), and any expense in connection therewith (including expenses of litigation, together with attorneys' fees incident thereto) arising out of or connected with the performance of work under this contract by the contractor, its subcontractors, and their agents, representatives, servants, and employees. This requirement shall survive termination or expiration of this agreement.
- (b) The contractor shall immediately notify the Laboratory of any injury or death and of any loss of or damage to property of the Laboratory or the United States Government, and shall furnish the Laboratory with a statement concerning such injury, death, damage, or loss in such detail as the Laboratory may require.

### 3. INSURANCE

- (a) The contractor shall have and maintain during the life of this contract the following insurance coverage, provided by an insurance carrier rated "A" or better by A.M. Best with coverage valid within the location(s) where the work is conducted and such insurance will not be canceled, changed, or allowed to lapse in the policies except upon not less than ten (10) days prior notice thereof to the Laboratory:

LINE OF COVERAGE	LIMITS	
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence  General Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Log	EACH OCCURRENCE	\$2,000,000
	Personal & Adv Injury	\$2,000,000
	General Aggregate	\$2,000,000
	Products – COMP/OP AGG	\$2,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto	COMBINED SINGLE LIMIT	\$1,000,000
<b>WORKER COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT	\$1,000,000
	E.L. DISEASE EA EMPLOYEE	\$1,000,000

	E.L. DISEASE-POLICY LIMIT	\$1,000,000
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- (b) All policies, excluding Worker's Compensation, shall provide by appropriate language that UChicago Argonne, LLC, the University of Chicago and the United States Government are additional insureds; that the insurance afforded by such policies is primary insurance; and, that all rights of the insurer for contribution from other insurers of UChicago Argonne, LLC, the University of Chicago and the United States Government are waived. All of contractor's insurers shall agree to waive rights of subrogation against the additional insureds.

#### 4. ENVIRONMENT, SAFETY AND HEALTH

The contractor and its subcontractors shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of the Laboratory, U.S. Department of Energy (DOE), and contractor personnel, as well as members of the public, and protection of the environment. This includes compliance with all the applicable environment, safety and health (ES&H) regulations and requirements, including reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and requirements include Title 10 of the Code of Federal Regulations (CFR), Energy, Part 851, *Worker Safety and Health Program (WSHP)*, which invokes Title 29 CFR, *Labor*, including but not limited to parts 1910 as applicable; Title 40 CFR, *Protection of the Environment*; Title 49 CFR, *Transportation*; Title 10 CFR 820, Procedural Rules for DOE Nuclear Activities; Title 10 CFR 830, Nuclear Safety Management, as well as other applicable state, federal, and local regulations. Detailed information about 10 CFR 851 can be found at the DOE's website (<https://www.energy.gov/gc/10-cfr-851-worker-safety-and-health-program>). The contractor is responsible for reviewing the requirements of this regulation and determining applicability with respect to subcontracted services provided to the Laboratory. 10 CFR 851 requires a DOE-approved WSHP for every covered DOE site.

Requirements of the Laboratory WSHP that are applicable to Laboratory contractors working on projects deemed moderate risk are specifically communicated through this document, the ANL-366M, Moderate Risk Work by Contractors on the Argonne National Laboratory (ANL) Site, Supplemental Conditions. Contractor's compliance with 10 CFR 851 is, therefore, achieved by: complying with the supplemental conditions applicable to and associated with the contract, or alternatively, authoring, submitting, and obtaining approval from DOE of a site-specific WSHP. The contractor shall submit with its offer for this contract, notification to the Laboratory in writing if the contractor will seek DOE approval of any alternative site-specific WSHP developed by the contractor and also provide the Laboratory with copies of any such Plan and an opportunity to comment on and discuss any such Plan. In the event contractor seeks approval of an alternative site specific WSHP, Laboratory will submit such a request to DOE. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions included and referenced in this contract.

The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and the corrective action to be taken, which may include suspension of personnel from the site. DOE, if appropriate, can issue a Notice of Violation which can be accompanied by a fine per day per citation. The contractor shall indemnify and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the Laboratory pursuant to a violation of 10 CFR 851, and such fine or penalty arises out of or is connected with the performance of work under this contract by the contractor, its subcontractors, and/or their agents, representatives, servants or employees. The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and the corrective action to be taken, which may include suspension of employees from the site. DOE, if appropriate, can issue a Notice of Violation, which can be accompanied by a fine per day per citation. After receipt of such notice, the contractor shall immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory may, without prejudice to any other legal and contractual rights of DOE or the Laboratory, issue an order

stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, 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 Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor) shall be without prejudice to any other legal or contractual rights of the Government/Laboratory. In the event that the Laboratory Procurement Official issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Laboratory Procurement Official. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause. In the event the Laboratory subsequently issues an order to the contractor to resume work, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, such work stoppage.

All Laboratory employees, DOE employees, visitors, facility users, and contractors are empowered and obligated to stop any activity that they deem to pose an immediate danger to themselves; other employees, visitors, users, or contractors; the public; or the environment. This authority is referred to as "stop-work authority." Individuals who exercise stop-work authority also are obligated to immediately report their action to the division director or department head sponsoring the work, the Project Specialist, and the Project Manager and Laboratory Procurement Official affiliated with the work when applicable.

(a) Reporting Requirements for Incidents and Unauthorized Releases

All incidents and unauthorized releases to the environment involving contractors and subcontractors occurring at the ANL site must be reported immediately by dialing 911 from a Laboratory telephone, or 630-252-1911 from a cellular phone. The incident or unauthorized release must also be reported immediately to the Project Specialist, Technical Representative or Project Manager. When this type of incident occurs or when the contractor is issued a Notice of Safety Violation, the contractor shall complete an ANL-240, Incident Investigation and Analysis Report and ensure that any injured person and all witnesses to the incident complete an ANL-239, Incident Description and submit these to the Project Specialist, Technical Representative or Project Manager within 24 hours. Contractor personnel must be made available upon request by the Laboratory for interviews or to assist other investigation activities of the Laboratory. The types of emergencies that must be reported include but are not limited to: fire, explosion, personnel injury/illness, security incident, vehicle accident, utility failure, tornado sighting, possible contamination incident, toxic, or flammable material spill or release.

(b) Job Safety Analysis (JSA)

The JSA (activity hazard analysis, per 10 CFR 851 Appendix A, Section 1) is a detailed description of the steps taken to complete each phase of the job, a detailed analysis of the hazards of each of those tasks and the mitigation actions that will be taken to eliminate or minimize the exposure to those hazards.

- (1) The contractor must submit to the Project Specialist/Technical Representative and have reviewed by Laboratory, prior to starting work, a JSA (ANL-209M) which details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. While contractor ultimately remains responsible for the content of the JSA, Laboratory will make itself available to respond to questions on acceptability. The JSA must identify foreseeable hazards and planned protective measures; address further hazards revealed by supplemental site information (e.g., site characterization data, as-built drawings) provided by Laboratory and include; Applicable Safety Data Sheets (SDSs). (A link to the JSA is provided at the end of this supplement.)
- (2) The contractor shall provide a Job Safety Orientation to all contractor and subcontractor personnel prior to their starting work. The orientation as a minimum shall include a review of the JSA, all related permits and plans and a review of the emergency numbers, egress routes and assembly points. Each contractor employee shall sign the JSA form to indicate having received the orientation. A copy of the signed JSA shall be given to the Project Specialist/Technical Representative.
- (3) The JSA must be revised to incorporate changes made during the work. The revisions must be documented by the contractor and reviewed by the Project Specialist/Technical Representative prior to the activity taking place. All personnel affected by any revisions shall be notified and advised by the contractor.

Note: A JSA is not required under the following circumstances:

- If the requisition is for a Contract of Augmented Staff/Personnel/clerical or office support staff (used as staff augmentation), where those personnel will complete a JHQ, complete all required Laboratory training including building orientation, and work under existing Laboratory work planning and control documents and associated work permits.
- If the requisition is for training services or demonstration of products provided, where there is no use of hand tools or power tools.
- If the requisition is for the delivery of purchased items/materials, where the contractor will not use manual material handling equipment for off-loading or handling of procured goods.
- If the requisition is for contracted transport of personnel such as chauffer, bus, or shuttle services.

Specific procedures in the areas of fall protection, excavation, trenching, confined space, and hoisting and rigging are required as job conditions dictate. Plans to address these activities must be submitted to the Laboratory for review prior to starting work. Names and qualifications of competent persons is defined by OSHA must be submitted for-review a minimum of seven (7) days prior to the start of those activities. The Laboratory deems the submission acceptable, and any other requirements have been met, work can commence.

Items that must be available and maintained by contractor at the job site include the JSA, (M)SDS, the DOE-designated Worker Protection Poster, emergency phone numbers, workers compensation notice, all permits and all activity hazard analysis plans, and the Laboratory's "DOE Differing Professional Opinion Process" poster (both posters located at the end of form ANL-209M).

(c) Contractor Foreman

- (1) The contractor shall submit the names and qualifications of the contractor's foreman and alternates to the Laboratory Project Specialist/Technical Representative prior to starting work.
- (2) The contractor's foreman shall be present at all times work is being performed on site. If the contractor's foreman must be off site, the contractor shall notify the Laboratory Project Specialist/Technical Representative of an alternate.
- (3) Duties include but are not limited to: enforcing any company-specific safety programs/policies as well as Argonne requirements, providing the job safety orientation, prevention of accidents, investigation of incidents/accidents, making daily inspections and reporting safety related information.
- (4) The contractor's foreman must have the authority to stop work and change the operation to correct any deficiencies or to eliminate any hazards observed.

(d) ES&H Documentation

The contractor shall submit the following documents, certificates, etc. as required:

- (1) Safety Data Sheets (SDS) must be maintained by the contractor at the job site. SDS for all products and materials brought on site shall be accessible to all workers on the job site. In addition, all applicable SDS must be submitted as part of the JSA.
- (2) The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary licenses and permits.

(e) Exceptions

Requests for exceptions of Laboratory ES&H requirements, and contractor's JSA must be submitted in writing to the Laboratory. Exceptions shall not be implemented without prior written approval by the Laboratory.

(f) ES&H Orientation and Site Access

All contractor personnel must attend ES&H orientation before starting work at the site. The training consists of two parts, Contractor Safety Orientation (CSO) for service contracts provided by the Laboratory and JSA review conducted by the contractor with its personnel. Also, prior to starting work in some Argonne buildings, contractor employees must attend a building orientation.

The web-based CSO for service contracts lasts approximately one-half hour and may be conducted remotely. A refresher orientation is also required annually. Upon completion of the orientation, contractor personnel will receive a certificate that must be printed and presented to Laboratory personnel upon request. Completion of the CSO is required for site access. Upon completion of the CSO and presentation of certificate of completion to the Laboratory, a gate pass will be issued to contractor personnel for the duration of their work or for a length of time to be determined by the Laboratory Project Specialist/Technical Representative. This pass is required for site access and is to be used only by the person whose name appears on the pass. Any misuse of the pass will result in a suspension from site access for a period of six (6) months.

All contractor personnel are to meet with their Laboratory Project Specialist/Technical Representative before starting work at the site.

The contractor foreman shall instruct each contractor employee on the details of the JSA for this work. This Job Safety Orientation includes having each contractor employee read and sign the JSA.

Contractor personnel are required to adhere to any and all site access requirements of the Laboratory as may be revised from time to time, including but not limited to REAL ID requirements, pandemic controls, etc. Failure to adhere to such requirements will result in denial of contractor personnel access to the site. The Laboratory is not responsible or liable for, and contractor shall not attempt to invoice for, any delays or costs resulting from or arising out of site entry denial due to contractor's failure to comply with this provision.

(g) Equipment and Tool Inspection

All tools and equipment brought on site by the contractor will be inspected by the Laboratory for compliance with Laboratory requirements including OSHA requirements prior to use. Tools and equipment may also be randomly inspected throughout the duration of the contract. Items found out of compliance shall be immediately removed from service, tagged out of service and taken off site by the contractor by the end of that work shift.

(h) Laboratory Site Rules

The following acts or conduct are prohibited at the Laboratory site, violations will result in disciplinary action. Contractor is responsible for communicating these rules to its personnel. The Laboratory may add additional rules at any time.

- (1) Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public or property.
- (2) Possession or illegal use of controlled substances or intoxicants or being under their influence.
- (3) Behavior inconsistent with Argonne's Code of Conduct, available at [this website](#).
- (4) Stealing, misuse or destruction of Laboratory or Government property.
- (5) Violation of site traffic and parking regulations. Possession of valid and appropriate drivers' license is required to drive on site.
- (6) Using Laboratory facilities such as the Cafeteria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

(i) Laboratory Site Safety Requirements

The following requirements must be implemented on the job site and included in the contractor's JSAs as appropriate. The Laboratory may add additional requirements at any time. This list is not intended to be exhaustive and specific hazards are to be addressed in the JSA.

All contractor personnel performing work for the Laboratory, both on and off site, are responsible for complying with the “Employer Payment for Personal Protective Equipment –Final Rule” issued by OSHA. The Laboratory is not responsible for providing or paying for PPE required by or issued to contractor personnel.

Contractor personnel shall wear safety glasses with rigid side shields at all times in the work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirement of 29 CFR 1926.102. Safety glasses must be American National Standard Institute (ANSI) approved and be marked with the ANSI marking “Z87.1” designation.

Hard hats shall be worn at all times in the work area as required by the JSA. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the “Z89.1” designation. High voltage exposure work requires hard hats that meet ANSI Z89.2 standards and bear the “Z89.2” designation.

All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short sleeve (1/4 length) shirt, long trousers, and sturdy, over-the-ankle work boots providing ankle protection. In addition, any work that presents a hazard to the feet or toes requires the use of steel toes or metatarsal guards.

All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.

Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.

No Laboratory alarms, safety devices, etc., will be disabled without Laboratory approval.

Lockout/tagout procedures shall be enforced. Argonne maintenance personnel will de-energize systems and initiate lockout/tagout. Contractor personnel must be trained in lockout/tagout prior to participating in lockout/tagout of hazardous energy sources and working on lockout/tagout systems or equipment. Contractors must verify that the energy source is de-energized before starting work on the system.

The use of explosives is prohibited without written approval from the Laboratory.

#### (j)Electrical Protection

The contractor is required to comply with the following additional electrical requirements.

- All new computer room electrical and data installations, from the feed to the termination at the equipment, must comply with the provisions of NEC Article 645, even if the room does not meet all of the special requirements in 645.4.
- Abandoned cables and associated equipment must be removed back to the power source. Cables designated for reuse must be properly terminated and labeled at both ends.
- Temporary wiring must be installed so that it will not create hazards. Wires that run across floors must have bridges over them to prevent physical damage and minimize the tripping hazard.
- Extension cords must not be spliced, tapped into, or modified in any way.
- All electrical utilization equipment that has been modified must be approved by a DEEI/Technical Representative/Project Specialist before being placed into service.

- Supervisors and employees must verify that electrical utilization equipment is NRTL-listed or approved by a DEEI/Technical Representative/Project Specialist prior to use. Unlisted electrical utilization equipment brought on site by a contractor must be inspected by an Argonne Designated Electrical Equipment Inspector DEEI/Technical Representative/Project Specialist before use.
- Rental electrical utilization equipment brought on site must be inspected by a DEEI/ Technical Representative/Project Specialist before use.

(k) The contractor is not authorized to dispose of any material on site unless written approvals are obtained from the Laboratory. This includes but is not limited to the use of garbage and recycling dumpsters, the sinks in buildings, and discharges to the sewer systems.

#### (l) Disciplinary Program

The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, negligence and safety violations by both its -personnel and that of any of its subcontractors. If it is determined that the contractor has not implemented such a program, the Laboratory will take disciplinary actions up to and including termination of the contract and revocation of site access. If Laboratory disciplinary action results in suspension of contractor personnel from site access, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

A contractor's safety performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor's performance, misconduct, negligence, and safety violations by both its personnel and that of any of its subcontractors. If it is determined by the Laboratory that the contractor has shown negligence in enforcing safety compliance on the Laboratory site, the contractor may be removed from the active bid list of contractors and may not be allowed to bid work or work as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. Once removed, the contractor may request reinstatement ~~year~~ but no sooner than one year following removal from the active bid list. The contractor's request must be in writing in a form acceptable to the Laboratory.

#### (m) Contractor's Supervisor and/or Foreman

The contractor's supervisor and/or foreman, may receive a documented safety violation notice for failure to enforce safety program requirements. Any contractor's representative who receives a suspension of any kind will not be allowed to continue in the supervisor/foreman capacity until reinstated by the Laboratory. Any suspension imposed upon a contractor's supervisor and/or foreman, will start on the day following the documented safety violation to allow the contractor time to arrange for a replacement, unless the violation involves imminent danger which warrants immediate removal from site. The contractor is responsible for submitting the name and qualifications of a replacement foreman before work will continue. Once a foreman's status has been terminated, it is at the discretion of the Laboratory to determine reinstatement.



(n) Intoxicants.

Contractor and subcontractor personnel are prohibited from possessing, using, consuming, selling, manufacturing, or distributing illicit controlled substances or alcoholic beverages under any of the following conditions: while operating vehicles during work performance, during working hours, on Laboratory premises, or on any other host facility premises during the performance of the work. Illicit controlled substances include drugs that are not legally obtainable, drugs that are legally obtainable but have been illegally obtained, and prescription drugs that are being used for other than prescribed purposes. Please note that although some states (including Illinois) allow medical marijuana prescriptions or recreational usage of marijuana, federal laws and regulations do not acknowledge marijuana prescriptions or allow recreational usage. Accordingly, marijuana, even if it is medically prescribed or is used recreationally in a state that allows this, remains an illicit controlled substance under these terms and conditions and federal law. The personal property of contractor and subcontractor personnel is subject to reasonable lawful search with or without notice when justified by circumstances or workplace conditions. The Laboratory intends that any search undertaken for drugs will not be casual, routine, or random, but will occur only when sufficient corroborating evidence exists as justification. If contractor or subcontractor personnel substance abuse presents a threat to the health, safety, or welfare of the employee, other employees, or the public; to Laboratory, public, or private property; or to Argonne's security interests, the individual may be disqualified from site access.

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#### **FAR/DEAR Clauses**

The clauses below that reference Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) citations are based on such clauses with modifications to identify appropriate parties and are not quoted verbatim from such regulations. The clause dates provided are for the most recent versions of the clause current as of the contract issuance date.

Definitions: As used herein, "Argonne National Laboratory," "Argonne," "ANL" and "Laboratory" are used interchangeably to mean Argonne National Laboratory, operated by UChicago Argonne, LLC, acting under Prime Contract No. DE-A02-06CH11357 between UChicago Argonne, LLC and the Government for the operation of Argonne National Laboratory. "Government" means the United States of America and includes the United States Department of Energy ("DOE") or any duly authorized representative thereof. "Laboratory Procurement Official" means the person identified in the body of the agreement as the authorized contact for the Contractor.

Contractor shall flow down these clauses to the extent necessary to ensure compliance with contract requirements or as otherwise indicated within the clause.

#### **FAR 52.204-0 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

- (a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under this contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
  - (1) When no longer needed for contract performance.

- (2) Upon completion of the contractor employee's employment.
- (3) Upon contract completion or termination.
- (c) The Laboratory Procurement Official may delay final payment under a contract if the contractor fails to comply with these requirements.
- (d) The contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Laboratory Procurement Official.

**DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)(DEVIATION)(MAY 2015)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the contractor in Privacy Act system of records.
  - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

- (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
  - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on site subcontract scope of work
    - (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or
    - (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the contractor shall include the requirements of this clause in all on site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area

(as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

#### **DEAR 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)**

The Contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The Contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the Contractor fails to comply with said standards and requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

#### **MODERATE RISK JOB SAFETY ANALYSIS**

To fill out this form, click on link below:

ANL-[209M](#)