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1. Statement of Work

The Affiliate shall provide operations, engineering and maintenance support in accordance with Attachment 1.

2. Type of Agreement

This is a cost reimbursement IWR without fee. Allowable cost will include allowable direct and indirect costs in accordance with the cost principles set forth in FAR Part 31.2 of the Federal Acquisition Regulations as supplemented by DEAR Part 931.2 of the Department of Energy Acquisition Regulations.

3. IWR Term

The IWR term shall begin on execution of the IWR and end when the term of the Principal Contract ends.

4. Estimated Cost, Fixed Fee and Funding

A. The present estimated cost to perform this IWR is \$9,300,000.

- B. WSRC is not obligated to reimburse the Affiliate for costs incurred in excess of the estimated cost.
- C. Funds will be obligated through the issuance of Task Authorization Documents (TAD).
- D. The Affiliate agrees to use its best efforts to perform the work within the estimated cost and notify the WSRC Procurement Representative in writing whenever it has reason to believe that:
 - 1. The costs that the Affiliate expects to incur under the IWR in the next 30 days, when added to all costs previously incurred, will exceed 85 percent of the estimated cost.
 - 2. The total cost to WSRC for performance of the IWR will be either greater or substantially less than had been previously estimated.
 - 3. The costs that the Affiliate expects to incur under a TAD in the next 30 days, when added to all costs previously incurred under the TAD, will exceed 85 percent of the TAD estimated cost.
 - 4. The total cost to WSRC for performance of a TAD will be either greater or substantially less than had been previously estimated.
 - 5. As part of the above notifications, the Affiliate shall provide the Procurement Representative a revised estimate of the total cost of performing the IWR or TAD.

5. Subcontract Technical Representative (STR)

- A. Technical direction for performance of work under the IWR shall be given by the WSRC STR or an Alternate STR. As delegated by the STR, a Task Order Representative (TOR) may be responsible for specific technical guidance under a TAD.
- B. An administrative letter or other communication will be issued to designate or change the STR, ASTR, TOR or Procurement Representative.

6. Task Authorization Document (TAD)

- A. The responsible WSRC organization requesting the services, in coordination with the IWR Subcontract Technical Representative (STR), shall meet with the Affiliate to define such things as:
 - Task Description – This description shall include sufficient details to ensure all task requirements are clearly defined. A determination shall be made to ensure the requested work is within the scope of the IWR.
 - Key milestones and deliverables
 - Cost estimate

- Valid activity code
 - Quality assurance requirements
 - Security Requirements
 - Health and safety Requirements
 - Government furnished property
- B. WSMS will prepare a draft TAD along with an estimate and submit it to the requesting organization. WSRC will review the submitted information and changes will be made to reflect the mutual agreement of parties involved.
- C. The TAD will be forwarded to the STR signed by the appropriate parties and processed by the STR accordingly. The Procurement Representative will issue the approved TAD to the Affiliate. The Affiliate may not be reimbursed for work performed without the prior authorization of the Procurement Representative.
- D. Any changes will be handled by a revision to the TAD and processed in accordance with the above.
- E. Desk top procedures and forms may be developed to further define and control the above basic TAD process.

7. Terms and Conditions

- A. The Affiliate shall perform the work in accordance with applicable terms and conditions of the Principal Contract. This includes compliance with the Standards/Requirements Identification Document (SRID) applicable to each facility to be operated and maintained.
- B. The Affiliate is not required to flow down the above terms and conditions to lower tier subcontractors or suppliers unless specifically directed to in an individual TAD.
- C. Any statement or reference to Westinghouse Savannah River Company in relation to this IWR shall have the same meaning as Washington Savannah River Company.

8. Travel

- A. WSRC shall reimburse the Affiliate for travel expenses incurred under the IWR in accordance with the WSRC Travel Compensation Schedule, ASD-PMM-930022, Revision 6, Attachment 2.
- B. Travel for other than local purposes, must be approved by the STR, ASTR or TOR (which ever one is appropriate to the circumstances). The Affiliate shall maintain documentation demonstrating this approval to support reimbursement of the travel costs.

9. Payment

- A. The Affiliate shall invoice WSRC monthly (or more frequently if approved by the Procurement Representative) for its allowable and allocable incurred costs in support of the work under the IWR. Invoices shall include a breakdown of costs incurred for the invoiced period as well as total costs incurred to date.
- B. The Affiliate shall maintain records and documentation that supports invoiced costs. These records and documentation shall be made available on request and are also subject to audit by WSRC and/or the Government.
- C. One original and one copy of the invoice shall be sent to the following address:

Washington Savannah River Company
Accounts Payable
P.O. Box 6809
Aiken, SC 29804-6809

E-mail Address: wsrc-acctspay@srs.gov

- D. In connection with any discount offered for payment, time will be computed from the receipt date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.
- E. Payments under this IWR shall be by Electronic Funds Transfer (EFT). The Affiliate shall submit no later than 15 days after award, the form entitled "WSRC Vendor Authorization for Automatic Electronic Deposit of Invoice Payments" which is available on Savannah River Site Internet Homepage at "<http://www.srs.gov/general/busiops/PMMD/index.htm>". The completed form shall be delivered to the above office with a copy to the Procurement Representative.
- F. Payment terms of net 30 apply to the IWR.

10. Indirect Rates

- A. Provisional rates are authorized for billing purposes only and will be subject to annual and final adjustment based on the results of Government or WSRC interim and incurred cost audits.
- B. The Affiliate shall keep the Procurement Representative informed regarding the provisional rates, proposed final rates, and negotiated final rates.

11. Government Furnished Property (GFP)

(Applies to other than real property and permanent fixtures)

- A. The requirements of the Principal Contract regarding GFP and the resulting WSRC GFP policy and procedures are applicable to all GFP utilized under this IWR.
- B. WSRC will maintain the official property records in connection with the GFP. The Affiliate shall provide whatever information and assistance is needed by WSRC to maintain such records current, complete and accurate. This information and assistance will include the following:
 1. Affiliate will conduct an inventory of all GFP entrusted for use under this IWR.
 2. Affiliate will have the responsibility to manage, maintain and safeguard all GFP assigned under this IWR.
 3. Affiliate will ensure that all GFP assigned under this IWR is properly identified, tagged and entered on the property listing. The inventory listing of GFP will include the following fields:
 - a. DOE Bar Code or Affiliate Identification Number
 - b. Property Description
 - c. Manufacturer's Name
 - d. Model Number
 - e. Serial Number
 - f. Acquisition Date
 - g. Acquisition Cost
 - h. Physical Location (building & room#)
 4. Affiliate will provide annually an updated inventory listing of GFP to Procurement and Materials Management (PMM), to include additions and dispositions. This listing will be reconciled with the initial inventory listing on file with PMM by the STR, ASTR or TOR (which ever one is appropriate to the circumstances) to determine if there are any discrepancies and ensure that any additions or dispositions are appropriately reflected.
 5. Affiliate will make GFP assigned under this IWR available to the STR or his designated representative, for compliance review and set-up/tagging of newly acquired assets.
 6. Affiliate will identify idle or no longer needed GFP to the STR, ASTR or TOR (which ever one is appropriate to the circumstances).

7. Affiliate will submit a "Final List of GFP" to WSRC, listing all GFP held at the time of IWR or TAD close-out. WSMS, upon close-out, will follow WSRC's instructions regarding the disposition of GFP.

12. Use of Government Vehicles

Affiliate employees are permitted to use Government vehicles in performance of work under the IWR, when authorized by the STR, ASTR or TOR (which ever one is appropriate to the circumstances). WSMS affiliates or lower tier subcontractors are not permitted to use Government vehicles.

13. Integration Of Environmental, Safety And Health (ES&H) Into Work Planning And Execution

- A. For the purposes of this article,
 - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) Employees include WSMS, affiliate and lower tier subcontractor employees.
- B. In performing work under this IWR, Affiliate shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. Affiliate shall exercise a degree of care commensurate with the work and associated hazards. Affiliate shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral part of Affiliate's planning and execution processes. Affiliate shall, in the performance of work, ensure that:
 - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those affiliate and lower tier subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

- (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by WSRC and Affiliate. These agreed upon conditions and requirements of the IWR are binding upon Affiliate. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. Affiliate and any lower-tier subcontractors shall manage and perform work in accordance with a documented Worker Protection Plan (WPP) that fulfills all conditions of paragraph B above to the degree specified in the article entitled “Environmental, Safety, and Health (ES&H) Compliance – Alternate III.” Documentation in the WPP shall describe how WSMS will:
- (1) Define the work to be performed;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and Implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The IWR shall describe how Affiliate will establish, document, and implement safety performance objectives, performance measures, and commitments in response to IWR requirements and funding limits while maintaining the integrity of the WPP. The IWR shall also describe how Affiliate will measure WPP effectiveness.
- E. Affiliate shall submit to the WSRC Purchasing Representative documentation of its WPP for review and acceptance. The WSRC Purchasing Representative will establish dates for submittal, discussions, and revisions to the WPP. The WSRC Purchasing Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, Affiliate shall review and update, for WSRC acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, IWR requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the IWR shall be integrated with Affiliate business processes for work planning, budgeting, authorization, execution, and change control.
- F. Affiliate and any lower-tier subcontractors, shall comply with, and assist WSRC in complying with, ES&H requirements of all applicable laws and regulations and DOE directives. Affiliate shall cooperate with Federal and non-federal agencies having jurisdiction over ES&H matters under this IWR.
- G. Affiliate shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the IWR. If Affiliate fails to provide resolution or, if at any time, Affiliate’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 WSRC Purchasing Representative may issue an order stopping work in whole or in part. Any stop

work order issued by the WSRC Purchasing Representative under this article (or issued by Affiliate to a lower-tier subcontractor) shall be without prejudice to any other legal or contractual rights of WSRC. In the event that the WSRC Purchasing Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the WSRC Purchasing Representative. Affiliate shall not be entitled to an extension of time or damages by reason of, or in connection with, any work stoppage ordered in accordance with this article.

- H. WSRC shall hold Affiliate responsible for compliance with the ES&H requirements applicable to this IWR, including performance of work by any lower-tier subcontractors.

14. Environment, Safety and Health (ES&H) Compliance – Alternate III

(Compliance by Affiliate with the requirements of this article shall satisfy any/all requirements of the article entitled “Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution”, applicable to the IWR.)

- A. Affiliate and any lower-tier subcontractors shall take all reasonable precautions in the performance of the work under this IWR to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable Federal, state and local regulatory requirements. Affiliate and any lower-tier subcontractor shall comply with the site-specific ES&H requirements when specified in the IWR or TADs issued under the IWR. The WSRC Purchasing Representative shall notify Affiliate in writing of any noncompliance with the provisions of this article. After receipt of such notice, Affiliate shall immediately take corrective action. In the event that Affiliate fails to take corrective action and comply with said regulations and requirements, the Purchasing Representative may, without prejudice to any other legal or contractual rights of WSRC, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the WSRC Purchasing Representative. Affiliate shall not be entitled to an extension of time or damages by reason of, or in connection with, any work stoppage ordered in accordance with this article.
- B. Corporate Worker Protection Plan (WPP) – Affiliate shall possess and maintain a corporate WPP which implements the OSHA requirements applicable to the normal course of Affiliate’s business. Prior to the start of work under this IWR, Affiliate shall provide to the WSRC Purchasing Representative a copy of the WPP for review and acceptance by the appropriate WSRC organizations. WSMS, affiliate and lower-tier subcontractor employees shall comply with the WPP in the performance of work under this IWR. Work under the IWR shall not commence until the WPP has been received and accepted by WSRC. Affiliate shall provide a copy of the WPP to any lower tier subcontractors. The WPP shall meet the following minimum requirements:
- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives.
 - (2) Shall include the implementation of applicable local, state, Federal, environment, safety and health requirements that are relevant to the IWR statement of work,

- including ANSI C2-1981, “National Electric Safety Code”, and NFPA 70E, “Standard for Electrical Safety Requirements for Employee Workplaces.
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
 - (4) Shall include Focused Observation Checklists, as applicable. Affiliate shall (i) thoroughly assess the statement of work, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the WPP. Or utilize applicable Checklists as attachments to the WPP. IWR work performed by Affiliate and its lower-tier subcontractors will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page (<http://www.srs.gov/general/busiops/PMMD/prodl.htm>) for review and down loading.
 - (5) Shall include a process that provides authority to affiliate and lower-tier subcontractor employees to call for a “time out/ stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.
- C. Equipment Safety. Affiliate shall ensure that major equipment used in the performance of work under this IWR is inspected, operated and maintained by qualified competent personnel. As confirmation, Affiliate shall complete Form PF-44, Major Equipment Declaration, (copy available on the WSRC Internet Home Page) and provide one (1) copy to the WSRC Procurement Representative and one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, Affiliate shall complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist”, copy available on the WSRC Home Page at (http://www.srs.gov/general/busiops/PMMD/general_provisions.htm), and provide a copy to the STR.
- D. Assigned Competent Person. Affiliate shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged Affiliate personnel seeking temporary badges in support of the Affiliate’s work scope. The ACP shall be a responsible employee, cognizant of the IWR scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of the “Visitor/Vendor Safety Briefing” (copy available on the SRS Internet Home Page), and applicable focused observation safety checklists to any lower-tier or supplier anticipating entry onto SRS. The ACP shall also meet entering personnel at the WSRC Badging Office, Building 703-46A. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required by OSHA for loading/unloading.

- E. Safety and Health Representative/Professional. Affiliate shall designate a safety and health professional or representative. The designation must include the person's qualifications and duties and be documented in the Affiliate's Worker Protection Plan. Following are minimum acceptable criteria for safety professionals and safety representatives:
- (1) Safety "Professional". A dedicated Safety Professional shall meet the following minimum acceptance criteria or pre-approved equivalent:
 - (i) Certification by the American Board of Industrial Hygienists/Board of Certified Safety Professionals Joint Committee or equivalent nationally recognized organization, or an associate degree (or higher) in Safety and Health recognized by the American Society of Safety Engineers or other nationally recognized agency
 - (ii) At least three (3) years of full time work experience in the field of construction safety.
 - (2) Safety "Representative". A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.
- F. Affiliate shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, WSMS shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.
- G. Environmental Compliance – Affiliate and any lower-tier subcontractors shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, WSMS shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the IWR. The ECP shall specify the person responsible for ensuring the requirements are met.
- H. Site Reporting Requirements – Affiliate shall immediately notify the STR or WSRC Procurement Representative of any event/condition that may require reporting to DOE. Further, Affiliate shall cooperate with any WSRC or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE manual 231.1-2 (DOE M 231.1-2) and can include (but are not limited to):
- (1) Operational emergencies'
 - (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
 - (3) Fires/explosions,
 - (4) Hazardous energy control failures,

- (5) Operations shutdown directed by management for safety response,
- (6) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (7) Violation of Federal Motor carrier safety regulations or Hazardous Material Regulations,
- (8) Loss, damage, theft, or destruction to ecological resources like wetlands, critical habitats,
- (9) Spread of radioactive contamination or loss of control of radioactive materials,
- (10) Personnel radioactive contaminations or exposures, and
- (11) Violations of procedures

In addition, Affiliate shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition.

15. Other Vendors

WSRC may undertake or award subcontracts for additional work at the site. The Affiliate shall fully cooperate with WSRC and such other subcontractors when scheduling and performing work under this IWR to accommodate the additional work. The Affiliate shall not commit or permit any act that will interfere with the performance of work by WSRC or any other subcontractor.

16. Continuity of Services

In the event of a successor contractor to WSRC, Affiliate agrees to negotiate in good faith with the successor contractor to provide for continuity of operations and maintenance services to the SRS for completion of work in progress which can be completed within a 60 day period following expiration of the Principal Contract. Further, Affiliate agrees to negotiate in good faith on a commercial basis with the successor contractor to provide operations and maintenance services on a longer term basis if so requested.

17. Foreign Nationals

(As used in this article, the term “Foreign National” is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.)

- A. The Affiliate shall obtain the approval of WSRC, in writing, prior to any visit to a DOE or WSRC facility by any Foreign National in connection with work being performed under this IWR, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, IWR service work, including delivery of materials, or for courtesy purposes. The term visit also includes officially-sponsored attendance at a DOE or WSRC event off-site from DOE/WSRC facility, but does not include off-site events and activities open to the general public. Affiliate should be aware that required forms and documents necessary for approval of

visits by Foreign Nationals should be submitted to the WSRC Procurement Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the WSRC Procurement Representative.

- B. In addition, the Affiliate shall obtain the approval of the WSRC Procurement Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this IWR or any lower tier subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE order 142.3.
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with the IWR work, and who have no knowledge that their activities are associated with the IWR work, are exempt from the above.

18. Insurance-Liability to Third Parties

- A. (1) Except as provided in subparagraph (2) immediately following, Affiliate shall provide and maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability, in at least the following amounts unless different amounts or coverages are specified in the IWR:
 - (i) Worker's Compensation: As required by statute.
 - (ii) Employer's Liability: \$1,000,000
 - (iii) General Liability: \$1,000,000 per occurrence
 - (iv) Automotive Liability: \$500,000 per person and \$1,000,000 per occurrence for death or bodily injury and \$50,000 per occurrence for property damage or loss (minimum)
- (2) Affiliate may, with the approval of WSRC, maintain a self-insurance program, provided that, with respect to worker's compensation, Affiliate is qualified pursuant to statutory authority.
- (3) All insurance required by this paragraph shall be in a form and for those periods as WSRC may require or approve and be with insurers approved by WSRC.
- (4) Upon request, Affiliate shall provide evidence to WSRC of the required insurance coverage.
- B. Affiliate agrees to submit for WSRC's approval, to the extent and in the manner required by WSRC, any other insurance that is maintained by Affiliate in connection with the performance of the IWR and for which the Affiliate seeks reimbursement.
- C. Affiliate shall to the extent WSRC is reimbursed by the Government, be reimbursed-
 - (1) For that portion

- (i) For the reasonable cost of insurance allocable to this IWR and
 - (ii) Required or approved under this article; and
- (2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the not-exceed-amount of the IWR. These liabilities must arise out of the performance of the IWR, whether or not caused by the negligence of the Affiliate, Affiliate's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by WSRC. These liabilities are for-
 - (i) Loss of or damage to property (other than property owned, occupied or used by Affiliate, rented to the Affiliate or in the care, custody, or control of the Affiliate); or
 - (ii) Death or bodily injury.
- D. The liability under paragraph C of this article is subject to the availability of funds at the time a contingency occurs. Nothing in this IWR shall be construed as implying that the Congress will, at a later date, appropriate funds to DOE and DOE will allocate funds to WSRC sufficient to meet these deficiencies.
- E. The Affiliate shall not be reimbursed for liabilities (and expenses incidental to such liabilities) –
 - (1) For which the Affiliate is otherwise responsible under the express terms of any article specified elsewhere in this IWR;
 - (2) For which the Affiliate has failed to insure or to maintain insurance as required by WSRC; or
 - (3) That result from willful misconduct or lack of good faith on the part of any of the Affiliate's directors, officers, managers, superintendents, or other representatives who have supervision or direction of –
 - (i) All or substantially all of the Affiliate's business;
 - (ii) All or substantially all of the Affiliate's operations at any one plant or separate location in which this IWR is being performed; or
 - (iii) A separate and complete major industrial operation in connection with the performance of this IWR.
- F. The provisions of paragraph E. of this article shall not restrict the right of the Affiliate to be reimbursed for the cost of insurance maintained by the Affiliate in connection with the performance of this IWR, other than insurance in accordance with this article; provided, that such cost is allowable under the article entitled "Type of Agreement" of this IWR.
- G. If any suit or action is filed or any claim is made against the Affiliate, the cost and expense of which may be reimbursable to the Affiliate under this IWR, and the risk of which is then uninsured or is insured for less than the amount claimed, the Affiliate shall –

- (1) Immediately notify WSRC and promptly furnish copies of all pertinent papers received;
- (2) Authorize Government and WSRC representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
- (3) Authorize Government and WSRC representatives to settle or defend the claim and to represent the Affiliate in or to take charge of any litigation, if required by WSRC or the Government, when the liability is not insured or covered by bond. The Affiliate may, at its own expense, be associated with the Government or WSRC representatives in any such claim or litigation.

19. Attachments

The following attachments are incorporated into and made part of the IWR:

Attachment 1	Statement of Work
Attachment 2	Travel Compensation Schedule

20. Entirety

This document and the attachments specifically referred to herein embody the entire IWR and understanding between WSRC and the Affiliate covering the work to be performed hereunder, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. No change hereof shall be of any force or effect unless 1) reduced to writing and signed by both parties hereto, and 2) expressly referred to as being a change to this IWR.

Acknowledgment

An authorized representative of the Affiliate shall acknowledge receipt of the IWR by signing all copies in the space provided on Page 1 and returning one copy within one day to the Procurement Representative. Acknowledgment confirms acceptance of all terms and conditions set forth in the IWR.