

FLOW DOWN REQUIREMENTS

Revision 1

July 16, 2025

This Agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

RELATIONSHIP OF THE PARTIES:

It is intended that the referenced clauses shall apply to Subcontractor where applicable, the legal entity which contracts with the Company, Global Nuclear Fuel-Americas, LLC (GNF), under this Subcontract, in such manner as is necessary to reflect the position of Subcontractor to the Company (GNF); Company (GNF) as the legal entity issuing this Subcontract; to ensure Subcontractor's obligations to Company (GNF) and to the U. S. Government; and to enable Company (GNF) to meet its obligations under its Subrecipient Agreement with TerraPower, LLC, a Subrecipient to US SFR Owner, LLC., the Prime Recipient.

ORDER OF PRECEDENCE:

1. Flow Down Requirements
2. Purchase Order
3. Main Services Agreement (MSA), Terms of Purchase, or other commercial agreement(s)

For the avoidance of doubt, to the extent of any apparent inconsistency between or among any of the contractual documents (including, but not limited to MSA, purchase order, change order, flow down requirements) the strictest of those requirements govern unless expressly stated otherwise.

DEFINITIONS:

When used in the Agreement, the following terms shall have the following meanings. All other capitalized terms shall have the meaning given to them elsewhere in the Agreement.

“Affiliate” means, with respect to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first Person; provided, however, that for purposes of this definition (except to the extent this defined term is used within the definition of “Indemnified Persons” or with respect to any limitation on any obligation or liability of Affiliates in this Agreement), Company and its equity holders and other investors (whether direct or indirect) will be deemed not to be Affiliates of one another. For purposes of this definition, “control” of a Person means the power to directly or indirectly direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or other ownership interests, by contract or otherwise, including, with respect to a corporation, partnership or limited liability company, the direct or indirect ownership of more than 50% of the voting securities in such corporation or of the voting interest in a partnership or limited liability company.

“Agreement” means Subcontract including the documents that identify the parties’ roles and responsibilities.

“Applicable Laws” means all applicable statutes, laws, rules, codes, ordinances, regulations (including 2 CFR 200 and 910), decisions, orders, permits, licenses (including any license issued by the Nuclear Regulatory Commission and the license conditions imposed therein, including as a result of its review under the National Environmental Policy Act) or common law of any Governmental Entity with jurisdiction over a Party, the Parties, the Project and/or performance under this Agreement, whether now in effect or imposed or revised during the Term (including any judicial or administrative interpretation) that, in any manner, affect the Agreement, one or both of the Parties, or performance under the Agreement.

“Business Day” means a day other than a Saturday, Sunday or other day on which banks in the United States State are authorized or required to close.

“Claiming Party” means any Party claiming relief in connection with a Force Majeure Event

"Claims" means all demands, claims, suits, costs, fines, penalties, proceedings, grievances, or actions of any kind or character presented or brought against any Person, and all associated Losses.

"Deliverables" means the deliverable documents or items defined in any Statement of Work.

"DOE" means U.S. Department of Energy

"Effective Date" means the date when the parties obligations become binding.

"Execution Date" means the date on which the parties execute and enter into an Agreement.

"Force Majeure" means an event or effect that cannot be anticipated or controlled.

"GAAP" means United States accepted accounting principles, consistently applied.

"GE" means GE Vernova Company, a Delaware corporation.

"GNF" means Global Nuclear Fuel-Americas, LLC, a Delaware limited liability Company.

"Governmental Entity" means any federal, state, local, county, city, foreign, administrative, or other governmental body, authority or entity, including any court, tribunal, arbitrator, agency, commission, legislative body, official or other instrumentality.

"Indemnified Persons" means the identified Party, its Affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and permitted assigns.

"Intellectual Property" means all intellectual property of any kind (other than trademarks), worldwide, including (a) Patents, (b) Copyrights, (c) Proprietary Information and (d) Software.

"Losses" means any loss, damage, costs (including, but not limited to, court costs, attorneys' fees, costs of investigation, costs of defense, discovery costs, expert fees and expenses) judgments, settlements, fines, assessments, penalties, sanctions, and liability.

"Modification" means a written amendment to this Agreement signed by an authorized representative of each Party.

"Natrium Reactor" means the Natrium sodium reactor technology for a demonstration plant.

"NRC" means the U.S. Nuclear Regulatory Commission.

"OFAC" means U.S. Department of the Treasury Office of Foreign Asset Control.

"Party" means Company and Subcontractor as referred to individually.

"Patents" means patented and patentable designs and inventions, design patents, utility patents, letters patent, utility models, pending patent applications, provisional applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, inter partes review proceedings, post-grant review proceedings, and renewals of such patents and applications.

"Performance Standards" has the meaning set forth in Section 26.

"Person" means any natural person, corporation, company, partnership (general or limited), limited liability company, trust or other entity (including Governmental Entities).

"Price Anderson Act" means PL 85-256, Section 170 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§ 2210, as amended, and related provisions of Section 11 of the Atomic Energy Act.

"Prime" means US SFR Owner, LLC, a Delaware limited liability company.

"Project" means the Statement of Work defined or work defined in the Purchase Order.

“Proprietary Information” means know-how, trade secrets, and confidential or proprietary information, however documented and in whatever form, including, without limitation, technical information, product specifications, inventions, developments, data, charts, formulae, compositions, processes, methods, flow charts, designs, sketches, graphs, drawings, samples, research and development, manufacturing or distribution methods and processes, materials, training, quality procedures, customer requirements, price lists, market studies, business plans, client and customer lists and files, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing plans, and other business and financial information.

“Prudent Industry Practices” means that degree of skill and judgment and the utilization of practices, methods, and techniques and standards that are generally expected of skilled and experienced engineering firms by a significant portion of the nuclear power industry in the United States of America in light of the facts known or ought to have been known at the time the decision was made, could reasonably have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, safety, reliability, expedition, and Applicable Laws. Prudent Industry Practice is not limited to the optimum practice, method or act to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices, methods, standards and procedures.

“QA Requirements” means the applicable requirements of 10 CFR Part 50, Appendix B and interpretations specified by Company.

“Quality Assurance Program” means a program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

“Representatives” means, agents or representatives of a Person, its directors, officers, members, managers, employees (full time, part time, temporary or leased), subcontractors including lower tier subcontractors to the extent permitted hereunder.

“Services” means the work, services, tasks, activities (including procurements), Deliverables, supplies, manufactured components, equipment, and materials described in any applicable Statement of Work, and all related and necessary labor, supervision, tools, equipment, materials, travel, and lodging, in each case to be performed, provided or rendered by the Company in accordance with the terms, conditions, timeframes, and specifications set forth in this Agreement.

“Software” means computer programs, software, including operating system and applications software, implementations of algorithms and application program interfaces, whether in source code, object code, executable, or other form, databases, and all documentation relating to the foregoing, including user-level and programmer-level documentation and manuals relating to the foregoing.

“Statement of Work” means the scope of work and related matters agreed upon between the Parties.

“Subcontractor” means the entity retained by the Company (including all Persons retained in such manner at lower tiers) in connection with the Services outlined in the Statement of Work or work as defined in the Purchase Order.

“Company” means Global Nuclear Fuel-Americas, LLC, a Delaware limited liability company with a place of business in Wilmington, NC

“Term” means the period that begins on Effective Date and will remain in effect until the earlier of (i) completion of all Services, (ii) termination of this Agreement.

“Third Party” means any Person who is neither a Party nor one of their Affiliates.

“Work Product” means all right, title and interest in and to all Deliverables, and any related documents, drawings, reports, and materials, in each case, conceived, created or developed by or on behalf of Subcontractor for Company under this Agreement. Work

TITLE 2 CODE OF FEDERAL REGULATIONS (CFR), PART 200, effective November 1, 2020 (eCFR :: Appendix II to Part 200, Title 2 (Nov. 1, 2020) -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards):

In accordance with OMB A-110 codified at 2 CFR 215, Appendix A, where the Subcontractor is a Contractor as defined in 2 CFR 200.330, the following terms must contain the following provisions (as applicable) and will take precedence over the Company's Standard Terms and Conditions as stated on the Purchase Order and shall prevail in the event of conflict.

By acceptance of the Purchase Order referencing these Flow Down provisions, the Contractor certifies to the following requirements (if applicable). Subcontractor shall comply with the mandatory clauses identified in 2 CFR 200, Appendix II and listed below and shall flow down all applicable clauses to lower-tier subcontractors.

Subcontractor agrees to be bound by the applicable regulations set forth at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the companion DOE regulations set forth at 2 CFR Part 910 in effect as of November 1, 2020.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Subcontractor under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity

The Subcontractor shall comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity": (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(C) Davis-Bacon Act,

All transactions regarding this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Subcontractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Subcontractors are required to pay wages not less than once a week. The Subcontractor must also comply with the Copeland Anti-Kickback Act. The Subcontractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this agreement. The Subcontractor shall insert in any clauses above and such other clauses as GNF may be appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses. (E) Contract Work Hours and Safety Standards Act. The Subcontractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C 3702 of the Act, each Subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the workers compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) CERTAIN RESPONSIBILITIES RETAINAGE

1.1 Subcontractor shall be fully responsible to Company's Indemnified Persons for any lower tier subcontractors, and payment to its lower tier subcontractor pursuant to the terms of subcontracts and other agreements executed between Subcontractor and its lower tier subcontractor. Subcontractor shall pay each lower tier subcontractor the amount that such lower tier subcontractor is entitled to receive consistent with the terms of the governing subcontract or other agreement and shall reflect in records available for review hereunder (including invoices) the percentage actually retained, if any, from payments by Company to Subcontractor on account of such Subcontractor's work. Should a lien, claim, or other encumbrance be filed or threatened on any property of TerraPower, Prime, Company or its Affiliates arising from work under a lower tier agreement between Subcontractor and one of Subcontractor's Lower tier subcontractor, Subcontractor shall promptly, fully resolve and discharge such lien, claim, or encumbrance and shall indemnify, defend, and hold the Company's Indemnified Persons harmless from and against all related Claims. Subcontractor will make payments to their lower tier subcontractors hereunder (if any) in similar manner.

1.2 For purposes of this Agreement, the Subcontractors, and Company agreements referenced in this Section shall include all tiers of permitted subcontracts, lower tier subcontractor. Subcontractor is responsible to ensure its lower tier subcontractor have specific project and government contracting and compliance controls in place to meet the overall objectives under any subcontracts. The specific compliance controls will be outlined in the Statement of Work.

1.3 Without relieving Subcontractor of any of its obligations under this Agreement, Subcontractor shall assign (or shall cause to be assigned, as applicable) in full, and without cost to Company, all warranties from Subcontractor and Subcontractor's lower tier subcontractors, including, without limitation, any manufacturers' warranties, that are applicable to the Services, and shall promptly deliver such assigned warranties to Company as Deliverables are submitted and other Services in respect thereof are performed. If Company or TerraPower asserts any claim under any warranty so assigned, as the provider of the warranty, Subcontractor, at Company's direction, shall interface with TerraPower as needed.

(2) RESERVED**(3) REPORTING OF DEFECTS AND NONCOMPLIANCE**

This Agreement may involve the procurement of "basic components" for a nuclear facility or activity as defined by the NRC in 10 CFR Part 21. When applicable, Subcontractor shall comply with all requirements therein, including but not limited to the flow-down requirements of 10 CFR § 21.31 and all applicable notification requirements.

Subcontractor shall be responsible for reporting in writing to Company, as promptly as is reasonably practicable, whenever information is obtained reasonably indicating: (1) any failure to comply with the Atomic Energy Act, or any applicable regulation, order, or license of the Commission relating to a Substantial Safety Hazard (as defined in 10 CFR Part 21); (2) the existence of any defect found in the construction or manufacture of any item or facility (including on basic components supplied for such facility of activity), or (3) that the Quality Assurance Program (or any portions thereof) has undergone any significant breakdown which could have produced a defect in a basic component as defined in 10 CFR Part 21. Subcontractors shall have a procedure in place that addresses these evaluation and reporting responsibilities to the satisfaction of this scope of work requirement and the requirements of 10 CFR Part 21. In accordance with the requirements of 10 CFR Part 21, the requirements in this paragraph, including to submit any reports in writing to Company, shall be applicable before, during and after acceptance with respect to any Deliverable or Service.

(4) COMMERCIAL GRADE DEDICATION

If subcontractor procure basic components (as defined in 10 CFR § 21.3), then Subcontractor shall make commercially reasonable efforts to procure those basic components from manufacturers with approved 10 CFR Part 50 Appendix B, and ASME NQA-1 Quality Assurance Programs. If subcontractor procure commercial grade items and services for use in safety-related applications or procured as services in support of safety-related applications, then Company or its subcontractors shall act as the dedicating entity (as defined in 10 CFR § 21.3) and comply with the requirements of 10 CFR § 21.21(c).

Controls for commercial grade dedication shall be documented in implementing procedures consistent with NQA-1 (2015 or later revisions endorsed by the NRC) subpart 2.14. These procedures shall include the required interfaces with Company to obtain the nuclear safety-related function and technical information necessary for the Dedicating Entity to develop for the dedication process. Procedures and plans for commercial grade dedication shall comply with Electric Power Research Institute (EPRI) NP-5652 (Guideline for the Acceptance of Commercial Grade Items in Nuclear Safety-Related Applications) Rev 1. They shall also comply with NRC expectations as stated in Information Notice IN 2011-01 and NRC Inspection Manual procedures IP-38703, "Commercial Grade Dedication", and IP-43004, "Inspection of Commercial Grade Dedication Programs".

(5) NONCONFORMANCE AND DEFICIENCIES REPORTING

5.1 All nonconformances to and deficiencies in respect of Services provided under this Agreement, including Codes and Standards identified in the design specifications or Company's "approved documents", with a subcontractor recommended disposition of "repair" or "use-as-is", and notwithstanding whether such Services have at such time been accepted pursuant to this Agreement, shall be submitted as a deviation to Company for review and approval. Company's approval shall be obtained prior to implementation of the proposed disposition. Nonconformances and deficiencies where Subcontract performs activities such as "scrap" or "rework" to bring the component into compliance with the contract requirements are not required to be submitted to Company for approval. Without regard for how detected, nonconformances and deficiencies which are not immediately addressed or corrected (i.e., during the relevant inspection/test/audit activity) by Subcontractor will be documented by the Subcontractor if detected by Subcontractor, or if detected by Company or a third-party inspector, and reported to Subcontractor for resolution. Subcontractor shall, as soon as possible, not to extend beyond the next Business Day, physically identify the non-conforming or deficient item (e.g. marked or tagged) and when practical, segregate in accordance with Subcontractor's procedures. Subcontractor shall conduct a review, perform timely corrective action and return it for re-inspection or acceptance of Subcontractor's recommended disposition of the nonconformance or deficiency.

5.2 Subcontractor shall establish and maintain a report log for nonconformances and deficiencies. As a minimum, the log shall include Subcontractor or Company's name and physical address, nonconformance or deficiency date, unique identification of affected item, and disposition details. A copy of the nonconformance and deficiency log shall be provided to Company.

5.3 Subcontractor shall conduct analysis of all Project nonconformances and deficiencies to identify adverse trends. Analysis shall include hardware, documentation, and procedural deficiencies. The analysis results shall be presented to Company.

(6) PERFORMANCE STANDARDS

Subcontractor shall furnish and perform the Services in a timely, professional, competent and workmanlike manner, utilizing Prudent Industry Practices and in accordance with this Agreement (including without limitation any applicable QA Requirements and EH&S Requirements), all Applicable Laws, including without limitation: (i) using personnel with appropriate levels of skill, experience and qualifications, including, where required, licenses and certifications; (ii) coordinating the performance of the Services with the activities of Company, Prime, their Affiliates and other Persons (including other service-providers and contractors) in respect of the Cooperative Agreement and the Project (in each case, to the extent Subcontractor has knowledge thereof); (iii) maintaining compliance with the material rules, regulations and policies of Company and Prime (to the extent (x)(1) such rules, regulations and policies are identified in a Statement of Work as being applicable or (2) Company has provided notice to Subcontractor of the applicability of such rules, regulations and policies reasonably in advance of the time for compliance therewith, and (y) a copy of such rules, regulations and policies, including copies of any changes thereto (as and when applicable), has been provided to Subcontractor reasonably in advance of the time for compliance therewith); and (iv) performing to the reasonable satisfaction of Company.

6.1 Specific Materials or Accessories. To the extent any applicable Statement of Work requires any specific materials or accessories, Subcontractor shall not substitute such specific materials or accessories without the advance written consent of Company.

6.2 Statements of Work. The Parties may from time to time enter into one or more Statements of Work by agreeing in writing to do so, and the completion or termination of any Services in respect of any individual Statement of Work, including any termination in part of this Agreement (as applicable), shall not result in the completion or termination of any Services in respect of any other individual Statement of Work or any other part of this Agreement (except as expressly set forth herein); provided, the Parties acknowledge and agree that they shall use commercially reasonable efforts to ensure that the duration of any Statement of Work is contained within a single budget period.

6.3, Subcontractor shall make, retain, and provide, upon request, to Company all applicable property records as described in 2 CFR 200 "Property Standards" (2 CFR 200.310 – 2 CFR 200.316) and shall ensure that Subcontractor design, engineering, construction, testing, commissioning, operation and maintenance of the SFR Fuel Facility and the Equipment is consistent with the applicable DOE Flowdown Provisions and any specific directions of DOE that are shared by Company with Subcontractor. Without limiting the foregoing, Subcontractor shall provide to Company (for purposes of timely filing with, or submission to, DOE), and otherwise provide or record (as applicable), any applicable reports, filings, documents and other materials required pursuant to 2 CFR 910.360 (including any UCC financing statements naming Subcontractor as a debtor and other materials described in 2 CFR 910.360(b)(4), and any reports needed by the Company.

6.4 Except to the extent that Company has taken title to the Equipment in full as provided in in the Security Agreement, Subcontractor shall bear all obligations, liabilities and duties in respect of any compensation or other amounts that become due to DOE in respect of compliance with Section 26.3 and the related DOE Facility and Equipment Property Requirements. Without limiting the generality of the foregoing sentence, prior to any such taking of title by Company, Subcontractor shall be responsible for any payments that become due to DOE in respect of any disposition, as such term is used in 2 CFR 200.311, 200.313, 200.314 and 910 and .360.

(7) RECORDKEEPING AND AUDITS

7.1 Subcontractor agrees to maintain, documentation and records in accordance with 2 CFR 200.334; provided, that with respect to lower tier subcontractor only, if the applicable subcontract has an aggregate consideration less than ten thousand dollars (\$10,000), then Subcontractor's obligations in this sentence with respect to such subcontract shall be satisfied if Subcontractor maintains invoices in accordance with 2 CFR 200.334. If Company establishes uniform codes of accounts for the Project, Subcontractor shall link, and shall cause to be linked, such codes to existing task and project codes identified in the applicable Statement of Work in identifying such records and accounts.

7.2 Upon reasonable request, Subcontractor will allow Company Representatives and TerraPower (including Company's accounting firms) and/or Governmental Entity auditing agencies and personnel, during normal business hours, to inquire into and/or examine and make copies of (and in the case of Governmental Entity auditing agencies and personnel, to audit) documentation and records of Subcontractor (and, as applicable to the Project, its Affiliates and Representatives) relating to compliance or non-compliance with Applicable Laws. Subcontractor shall maintain and shall cause to be maintained by its Affiliates and Representatives (as applicable to the Project), books and records in accordance with GAAP (it being understood that only Governmental Entity auditing agencies and personnel shall have the right to undertake any formal audits) concerning the performance of and payment for the Services. Throughout the Term, and as required by 2 CFR 200.334, Subcontractor must maintain and permit Company Representatives (including Company's accounting firms) and TerraPower, during normal business hours, to inquire into, examine, and receive corresponding documentation in respect of books and records of Subcontractor (and, if applicable to the Project, its Affiliates and Representatives) relating to invoices and payments under the Agreement and compliance with the Agreement. Any such inquiry and examination shall not be conducted in a manner to impede unreasonably Subcontractor's Services or business. If the requested records are maintained in electronic format, Subcontractor will provide its accounting and compliance records to (as applicable) Company Representatives, TerraPower and auditors in suitable electronic data format. Notwithstanding anything to the contrary in this Section, Company Representatives shall not be provided any access to materials to the extent including Subcontractor Proprietary Rates Information, any periodically compiled financial results or financial projections of Subcontractor (or of its Affiliates or Representatives) or (except to the extent reasonably necessary in connection with performance of the Services) any personally identifying information with respect to individual employees or other representatives of Subcontractor; provided, that this sentence shall not limit any access rights of (i) Company Representatives, including (subject to customary confidentiality obligations) accounting firms,

to invoices, payment records and other Project-specific documentation and information which may contain information related to obligations, payments, estimates, budgets and accounts or (ii) any Governmental Entity auditing agencies and personnel; provided, further, that to the extent this Section does not provide a Company Representative with the right to inquire into, examine or copy any specific piece of information that is stored with other information with respect to which such Company Representative has such right, Subcontractor shall redact solely to the extent necessary for such Company Representative to exercise its rights hereunder.

7.3 Subcontractor agrees to cooperate fully with any investigation or audit by or before any Governmental Entity, and Subcontractor agrees to cooperate fully, upon request made in writing by Company, with TerraPower and their representatives in connection with any investigation or audit by or before any Governmental Entity and related to the Project. Subcontractor shall make available personnel to respond to questions arising from said audits by the relevant Governmental Entity, Company, TerraPower or their representatives.

(8) SAFETY; QUALITY ASSURANCE; AND ENVIRONMENTAL HEALTH & SAFETY

28.1 Subcontractor is responsible for the safe performance of the Services under this Agreement. This responsibility extends to the safety of the Parties' Representatives and the safety of the public affected by the performance of the Services. These responsibilities include environmental, health and safety requirements ("EH&S Requirements") as well as quality assurance requirements.

28.2 Subcontractor is hereby notified that the delivery of suspect or counterfeit goods as part of the Services is of special concern to Company. If any Services specified in this Agreement are described using a part or model number, a product description, and/or an industry standard, Subcontractor shall assure the Services supplied meet all requirements of the latest version of the applicable manufacturer data sheet, product description, and/or industry standard unless otherwise specified in the applicable Statement of Work. If Subcontractor is not the manufacturer, Subcontractor shall assure that such Services supplied shall be: (a) made by the original manufacturer; and (b) meet the applicable manufacturer data sheet, product description or industry standard. Should Subcontractor desire to supply alternate Services that may not meet these requirements, Subcontractor shall notify Company of any such exceptions and receive Company's written approval prior to delivering the Services to Company. If Subcontractor does not receive Company's written approval, then, it will be considered a material breach of the Agreement and any limitations on damages or liability shall not apply to Subcontractor with respect to Claims arising from such breach.

(9) INSURANCE

Subcontractor shall provide insurance coverages pursuant to the executed GNF Main Services Agreement (MSA), Terms of Purchase, or other negotiated commercial agreement. All insurance coverage required by federal, state, or local law, including statutory workers' compensation insurance in the minimum statutory amount. With respect to workers' compensation insurance: (i) Subcontractor specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW (or similar Applicable Law in any other relevant jurisdiction), and (ii) the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party.

9.1 Waiver of Right to Recovery including Subrogation

To the extent of Subcontractor's indemnification obligations, Subcontractor hereby waives all its rights of recovery, under subrogation or otherwise, against Company and Terra Power LLC, their officers, agents and employees, and all tiers of contractors, vendors and subcontractors engaged directly by Company with respect to the Project, to the extent covered by insurance required to be provided by Subcontractor and its Lower tier subcontractor of whatever tier further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. Subcontractor will require all tiers of its Lower tier subcontractor, vendors and subcontractors, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. Subcontractor will require all insurance policies in any way related to the Services secured and maintained by the Subcontractor to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph.

9.2 Additional Insurance Requirements

GNF Natrium Subcontract Flow Down

Company and Terra Power LLC shall be named as additional insured under the policies of insurance set forth in the executed MSA, Terms of Purchase, or other negotiated commercial agreement.

9.3 INSURANCE; SUPPLEMENTAL TERMS; EXCEPTIONS

9.3.1 Minimum Insurance Coverage. Subcontractor shall provide the following insurance coverage for its Services pursuant to this Agreement:

9.3.2 Workers' Compensation - all insurance coverage required by federal, state, or local law, including statutory workers' compensation insurance in the minimum statutory amount. With respect to workers' compensation claims: (i) Subcontractor specifically and expressly waives any immunity that it may be granted under any state workers' compensation act or similar Applicable

Law in any relevant jurisdiction, and (ii) the indemnification obligation under this Agreement shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party.

9.3.3 Commercial General Liability - occurrence-based insurance including, but not limited to, premises and operations liability, products and completed operations liability, contractual liability, independent contractors' liability, and products and completed operations liability for the statute of repose, which provides for combined single limit for bodily injury and property damage in coverage amount of \$2,000,000 per occurrence, and, to the extent of Subcontractor's indemnity obligation therein, extends on a primary and noncontributory basis for all additional insureds. The additional insured requirement for Commercial General Liability and Excess/Umbrella coverages is for the duration of the Agreement and an additional twelve (12) years following acceptance of Services by Company. GL coverage shall not contain an exclusion broader than the Broad Form Nuclear Exclusion – ISO version.

9.3.4 Employer's Liability including Stop Gap Liability - \$1,000,000 bodily injury by accident, and \$1,000,000 limit for each policy.

9.3.5 Commercial Auto Liability - Combined Single Limit of \$2,000,000. Such insurance shall cover bodily injury or death and property damage arising out of ownership, rental, nonowned, maintenance or use by Subcontractors, (or the employees of any of the foregoing Persons) of any vehicles and of any other equipment required to be licensed for road use.

9.3.6 Professional Liability Insurance - insuring against errors and omissions arising from the design and work (including Services) on the Project by Subcontractor's architects, engineers, landscape engineers, surveyors, and any other professional (at any tier, in each case), with limits of \$5,000,000 per claim and \$10,000,000 annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services or processes involved in the Services. Coverage shall include, but not be limited to:

9.3.6.1 Limited contractual liability; and

9.3.6.2 The retroactive date for coverage will be no later than the commencement date of the Service. The policy will state that, in the event of cancellation or non-renewal, three (3) years following such cancellation or non-renewal, or otherwise as by agreement with Company.

9.3.7 Builders Risk – During the course of construction, Subcontractor shall maintain, or require to be maintained, property including builder's risk "all risk" property insurance - including boiler and machinery and expediting costs - during the construction phase and upon the entire SFR Fuel Facility, the Equipment, and including damage to pre-existing property. At Company's election, Subcontractor agrees to cooperate with Company in Company's efforts to procure coverage for delay in startup for the benefit of Company, the premium and any deductible for delay in startup coverage shall be the responsibility of Company. Covered perils should also include earth movement, flood and wind. Such insurance shall include Company

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as loss payee as its interests may appear. Any loss insured is to be adjusted with a claims adjuster mutually agreed in writing between Company, Subcontractor and the relevant insurance carrier and specifically identified in the policy as agent for Company and Subcontractor. Subcontractor shall have power to adjust and settle any loss with the insurers so long as it acts in good faith; provided, that Subcontractor shall not enter into any settlement with respect to such loss that adversely affects Company's rights without Company's prior written consent (not to be unreasonably withheld, conditioned or delayed). Losses shall be valued at the cost to replace or repair with like kind or quality. To the extent not included in the builder's risk insurance, Subcontractor shall maintain marine cargo and transit insurance with respect to construction of the SFR Fuel Facility and delivery of Equipment to the SFR Fuel Facility.

9.3.8 Commercial Property – Upon agreed-upon substantial completion of construction, Subcontractor will maintain commercial property insurance including boiler and machinery, for the SFR Fuel Facility and Equipment on a “risks of direct physical loss” basis covering physical loss or damage to all real and personal property on a replacement cost basis and include perils for earthquake, flood, and wind. Deductibles will be borne by the Subcontractor. To the extent of Subcontractor's indemnification obligations under this Agreement, Subcontractor agrees to waive, and will cause its insurer to waive, and does hereby waive its rights of recovery against Company and each of its officers, employees, consultants and agents including, but not limited to the board of directors (or similar governing body) and each Company Representative, as to any damage or loss which may occur to such SFR Fuel Facility and Equipment to the extent covered by insurance.

9.3.9 To the extent of Subcontractor's indemnification obligations under this Agreement, all liability policies, except for Professional Liability, shall include Company as additional insured, including its officers, directors, and employees and any of its subsidiaries or Affiliates. Subcontractor agrees and will cause their insurers to waive any and all rights of subrogation against the Persons identified above as additional insureds.

9.3.10 All policies under this agreement must be written by companies authorized to do business in the State of North Carolina (and any other relevant jurisdictions) and have a rating by Best's Key Rating Guide of at least A-VIII. Subcontractor shall provide Company with a certificate of insurance evidencing the coverages and terms required by this Agreement prior to commencing any Services.

9.3.11 The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liability or obligations assumed by Subcontractor. Nor will Company's failure to identify any deficiencies in the certificate or other documents provided waive the obligations stated herein. If Subcontractor maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurance required herein, Subcontractor shall be liable to and hold Company harmless from any claims, demands, losses, costs and expenses, to the same extent that the required insurance would have protected Company; and in any claim or suit it will be presumed that such insurance, if it had been procured and maintained, would have covered the occurrence, loss or damage in question. Notwithstanding the foregoing, Subcontractor shall not be permitted (without the advance written consent of Company) to satisfy any of its obligations in this section by utilizing any self-insurance.

Subcontractor shall be responsible for ensuring that its Subcontractors and carry insurance that provider deems appropriate to their participation in the Services. In the event that Subcontractor(s) shall fail to procure and maintain insurance as required herein, Subcontractor shall be liable to and hold Company harmless from any claims, demands, losses, costs and expenses to the same extent that the required insurance would have protected Company.

9.3.12 Optional Insurance Coverage. Company reserves the option to reasonably amend the required insurance, as the scope of services is expanded and revised, to include any one or more of the following, subject to mutual agreement by the Parties:

9.3.13 Business auto insurance, including as required pursuant to The Motor Carrier Act of 1980. If the Services involve transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Subcontractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened

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coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage should be included.

9.3.14 Umbrella/Excess Liability Insurance on an occurrence basis in excess of the underlying insurance identified, and which is at least as broad as each and every one of the underlying policies. The amounts of insurance required may be satisfied by Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits for the applicable types when added to the applicable limits for this paragraph 6.2.

9.3.14.1 The umbrella/excess liability insurance limits shall have limits of the following amounts:

(a) \$5,000,000 Any one occurrence and annually reinstating General Aggregate (b) \$5,000,000

Any one occurrence and Aggregate Products/Completed Operations, which shall be maintained for twelve (12) years following completion of the Services; and

9.3.15 To the extent that any of Subcontractor's performance under this Agreement includes delivery of any physical product or equipment to the Natrium Demonstration Reactor Site, Subcontractor shall be responsible for obtaining marine cargo insurance, including inland marine for the replacement cost value of such items. Marine cargo insurance will not have any exclusions for terrorism or (except with respect to inland marine) war. Company and any Specified Owner, if applicable, will be added as loss payees.

9.3.16 If any aircraft is to be used in the performance of the Services, Aircraft Liability insurance (including owned and nonowned) with the following limits:

Bodily Injury: \$10,000,000 each occurrence-\$2,000,000 each person

Property Damage: - \$10,000,000 each occurrence.

9.3.17 RESERVED

(10) FORCE MAJEURE EVENTS

10.1 The Subcontractor acknowledge and agree that the rights of the Company in respect of excusable events The Force Majeure events noted below and its control as to the applicability of any relief between the Parties in respect of any Force Majeure Event pursuant to this Agreement. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Section, neither Party shall be entitled to excuse or relief in respect of a Force Majeure Event arising out of or in connection with any facts, events or circumstances, except to the extent Prime is entitled to relief in respect of such facts,

10.2 Except in the case of defaults of subcontractors (of any tier) of Subcontractor, neither Party will be deemed to be in default of any provision of this Agreement for a prevention of or delay in performance to the extent such prevention or delay arises from a cause beyond its control and without its fault or negligence (such occurrence, a "Force Majeure Event"). Examples of Force Majeure Events are: (1) acts of God or of the public enemy, (2) acts of the U.S. Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics or pandemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the affected Party. For purposes of this Section, "default" includes failure to make progress in the work so as to endanger performance. Company directed Subcontractor in writing to purchase these supplies or services from the other source, Company agreed to compensate Subcontractor for any additional costs, and Subcontractor failed to comply reasonably with Company's direction.

10.3 Any Party claiming relief in connection with a Force Majeure Event (the "Claiming Party") shall notify the other Party as soon as practicable under the circumstances, and in detail, of the commencement and nature of such Force Majeure Event and the probable consequences thereof, including the obligations or performance which are prevented or delayed by reason thereof. The burden of proof regarding the existence of a Force Majeure Event shall rest with the Claiming Party.

Any obligations suspended during the pendency of a Force Majeure Event shall be suspended only to the extent and for the duration of such Force Majeure Event.

10.4 From and after the occurrence of a Force Majeure Event, the Claiming Party shall use its commercially reasonable efforts to minimize disruption and delay, render performance in a timely manner and otherwise remedy the cause of such Force Majeure Event in the shortest practicable time. If any failure to perform results from a Force Majeure Event (subject to the Claiming Party's compliance with this Section), the Claiming Party's time for performance shall be revised to.

(11) ANTICIPATED CHANGE IN LAW

Subcontractor shall reasonably promptly notify the Company of any reasonably identifiable anticipated change in any Applicable Law that the Subcontractor reasonably expects will affect the Services, the Project or the performance of any other obligations hereunder, and the Parties together shall determine the appropriate course of action, if any, to implement with respect to the potentially affected Services, Project or performance in light of the anticipated change in an effort to mitigate cost increases or schedule delays. Any such mitigation plan shall become effective when set forth in a Modification.

(12) DUTY TO COOPERATE IN CLAIMS INVESTIGATION

12.1 Subcontractor will fully cooperate with the Company in any investigation of any Claims or potential Claims made against any Indemnified Persons of the Parties. Upon becoming aware of any such investigation, the Company first receiving notice of the investigation will provide prompt notice to the Subcontractor, and the Subcontractor will cooperate with each other with regard to the investigation. Such cooperation will include (without limitation) making employees available for interviews and depositions, providing requested documentation and otherwise being responsive to requests for information concerning the Claim or potential Claim. This obligation to cooperate will survive the completion, expiration, cancellation or termination of this Agreement. This obligation will exist regardless of whether any indemnification obligations have been or will be triggered by the circumstances on which the Claim is based and regardless of whether either Party is named as a party in any lawsuit, arbitration or other action that arises out of the Claim.

12.2 Subcontractor will not make or authorize any direct or indirect contribution whatsoever to any federal, state, or local political candidate, public official, office holder, political party, committee or agency thereof on behalf of the Company. Subcontractor will further make no direct or indirect contribution of any kind or nature to any person who may be considered a candidate for a state public service commission office, or to any member of the state public service commission, or to any state public service commission employee, on behalf of any officer or employee of the Company. Subcontractor hereby represents and warrants as follows at all times during the Term: (a) neither it, nor any of its beneficial owners, is a Specially Designated National (SDN) as defined by U.S. Department of the Treasury Office of Foreign Asset Control ("OFAC"); (b) neither it nor its personnel (including its contractors, officers, directors and principal owners) are currently included in any published lists maintained by the U.S. government of persons and entities whose export or import privileges have been denied or restricted; (c) neither it, nor any of its beneficial owners, is a citizen of a country subject to an OFAC Country Sanction; and (d) it, and all of its beneficial owners, are in material compliance with any and all laws and regulations relating to the prevention of money laundering and the financing of terrorism to which they are expressly subject. Subcontractor agrees that it will not intentionally offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, in connection with this Agreement and the transactions contemplated hereby to a Foreign Public Official, for that Official or for a third party, in order that the Official act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage for work related to this Agreement. Subcontractor warrants and represents that, before the execution of this Agreement, neither it nor its Affiliates took any action with respect to any work related to this Agreement that would have violated this Section had this Agreement been signed at that time. As used herein, the term "Foreign Public Official" and "Official" will mean any person holding a legislative, administrative or judicial office of a country, whether appointed or elected; any person exercising a public function for a country, including a public agency or a public enterprise; any official or agent of a public international organization; any political party, official of a political party or candidate for political office. As used in this this Section, the term "country" will include all levels and subdivisions of a government from national to local.

(13) DRAWINGS AND SPECIFICATIONS

All drawings and specifications provided by the company to the subcontractor shall comply with Applicable Laws. If either Party discovers any discrepancy or conflict between such drawings and specifications and any Applicable Laws, said Party shall report the problem in writing to the other Party's applicable contract administrator. If applicable, will be outlined in your statement of work or purchase order.

(14) SITE ACCESS PROVISIONS AND BEHAVIORAL STANDARDS

14.1 Subcontractor or any of its Representatives access any property, premises, facility, system or network of the Company or TerraPower in their performance under this Agreement that Subcontractor shall comply, and ensure that all its Representatives comply, with all access, safety, security, traffic, delivery, behavioral, drug/alcohol/background and acceptable use rules, policies, procedures, requirements, standards, signage, and protocols applicable to such property, premises, facility, system or network. If applicable, any property, premises, facility, system or network will be described in your statement of work or purchase order to the subcontractor.

14.2 Representatives of Subcontractor and Company shall conduct their activities pursuant to this Agreement and the Services in accordance with applicable ethical standards. Representatives must not, at any time, exhibit the following behaviors: (A) harassment or discrimination of any kind or character, including but not limited to conduct or language derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status or sexual orientation that creates an intimidating, hostile, or offensive working environment (specific examples include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group); (B) any conduct or acts such as threats or violence that creates a hostile, abusive, or intimidating work environment (examples of such inappropriate behaviors include, but are not limited to fighting, abusive language, inappropriate signage, use or possession of firearms on the work site or the threat of any of the foregoing); (C) use of Company's computers, email, telephone or voice-mail system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, gender identity, or sexual orientation; (D) the use of, being under the influence of, or possession of alcoholic beverages or unlawful drugs on the work site; or (E) engagement in any activity that creates a conflict of interest or appearance of the same, or that jeopardizes the integrity of Company or Subcontractor.

14.3 If any Company or Subcontractor Representative observes a Representative of either Party doing, or is ever asked to do, something that the Representative considers to be unethical, illegal, or in violation of these behavioral standards, the Representative should be instructed to notify management immediately,

14.4 Safety Conscious Work Environment and Employee Concerns. Subcontractor shall comply with Section 211 of the Energy Reorganization Act and 10 CFR 50.7 "Employee Protection" which prohibit an NRC licensee, an applicant for an NRC license, or a contractor or subcontractor of an NRC licensee or applicant from discriminating against an employee for engaging in protected activities. Discrimination includes discharge, or other adverse action that relates to compensation, terms, conditions, and privileges of employment, and protected activities include raising nuclear safety or quality issues internally to company or Subcontractor management or directly to the NRC.

14.4.1 Subcontractor shall maintain a working environment in which Subcontractor's employees are free to raise nuclear safety issues to Company without fear of retaliation. Subcontractor shall inform its company that are engaged to work under this Agreement, of their protected rights under Section 211 of the Energy Reorganization Act and 10 CFR 50.7 to report nuclear safety or quality concerns.

14.4.2 Subcontractor shall notify Company within five (5) Business Days after receipt by Subcontractor of:

14.4.2.1 An allegation with work under this Agreement by an employee or former employee of Subcontractor of discrimination because of engagement in protected activities; or

14.4.2.2 Notice of filing of a Section 211 complaint with the U.S. Department of Labor by any such employee or former employee; or

14.4.2.3 Notice of an investigation related to the filing of an allegation or Section 211 complaint by the NRC or Occupational Safety and Health Administration (OSHA).

14.4.3 Subcontractor shall cooperate fully with Company to assure a complete investigation of any allegation or complaint of discrimination for engaging in protected activity; shall provide Company with any investigation summary that it may prepare or which may be prepared by the NRC or OSHA as a result of any such allegation or complaint; and shall provide Company with a full written description of any Subcontractor management action which may have been taken in response to any such allegation or complaint.

14.4.4 Any breach of this provision shall be a material breach of contract. In the event the NRC imposes a civil penalty against Company as a result of Subcontractor's or breach of this provision, such civil penalty shall be considered by the Parties to be direct and not special consequential damages under the contract.

(15) SITE ACCESS PROVISIONS AND BEHAVIORAL STANDARDS

15.1 Subcontractor or any of its Representatives access any property, premises, facility, system or network of the Company or TerraPower in their performance under this Agreement that Subcontractor shall comply, and ensure that all its Representatives comply, with all access, safety, security, traffic, delivery, behavioral, drug/alcohol/background and acceptable use rules, policies, procedures, requirements, standards, signage, and protocols applicable to such property, premises, facility, system or network. If applicable, any property, premises, facility, system or network will be described in your statement of work or purchase order to the subcontractor.

15.2 Representatives of Subcontractor shall conduct their activities pursuant to this Agreement and the Services in accordance with applicable ethical standards. Representatives must not, at any time, exhibit the following behaviors: (A) harassment or discrimination of any kind or character, including but not limited to conduct or language derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status or sexual orientation that creates an intimidating, hostile, or offensive working environment (specific examples include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group); (B) any conduct or acts such as threats or violence that creates a hostile, abusive, or intimidating work environment (examples of such inappropriate behaviors include, but are not limited to fighting, abusive language, inappropriate signage, use or possession of firearms on the work site or the threat of any of the foregoing); (C) use of Company's computers, email, telephone or voice-mail system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, gender identity, or sexual orientation; (D) the use of, being under the influence of, or possession of alcoholic beverages or unlawful drugs on the work site; or (E) engagement in any activity that creates a conflict of interest or appearance of the same, or that jeopardizes the integrity of Company or Subcontractor.

15.3 If any Company or Subcontractor Representative observes a Representative of either Party doing, or is ever asked to do, something that the Representative considers to be unethical, illegal, or in violation of these behavioral standards, the Representative should be instructed to notify management immediately,

15.4 Safety Conscious Work Environment and Employee Concerns. Subcontractor shall comply with Section 211 of the Energy Reorganization Act and 10 CFR 50.7 "Employee Protection" which prohibit an NRC licensee, an applicant for an NRC license, or a contractor or subcontractor of an NRC licensee or applicant from discriminating against an employee for engaging in protected activities. Discrimination includes discharge, or other adverse action that relates to compensation, terms, conditions, and privileges of employment, and protected activities include raising nuclear safety or quality issues internally to company or Subcontractor management or directly to the NRC.

15.4.1 Subcontractor shall maintain a working environment in which Subcontractor's employees are free to raise nuclear safety issues to Subcontractor, to Company, Specified Owner, or to government agencies without fear of retaliation. Subcontractor shall inform its

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employees, subcontractors and company that are engaged to work under this Agreement, of their protected rights under Section 211 of the Energy Reorganization Act and 10 CFR 50.7 to report nuclear safety or quality concerns.

15.4.2 Subcontractor shall notify Company within five (5) Business Days after receipt by Subcontractor of:

15.4.2.1 An allegation with work under this Agreement by an employee or former employee of Subcontractor ~~or any Sub-Subcontractor or Sub-Company~~ of discrimination because of engagement in protected activities; or

15.4.2.2 Notice of filing of a Section 211 complaint with the U.S. Department of Labor by any such employee or former employee; or

15.4.2.3 Notice of an investigation related to the filing of an allegation or Section 211 complaint by the NRC or Occupational Safety and Health Administration (OSHA).

15.4.3 Subcontractor shall cooperate fully with Company to assure a complete investigation of any allegation or complaint of discrimination for engaging in protected activity; shall provide Company with any investigation summary that it may prepare or which may be prepared by the NRC or OSHA as a result of any such allegation or complaint; and shall provide Company with a full written description of any Subcontractor management action which may have been taken in response to any such allegation or complaint.

15.4.4 Any breach of this provision shall be a material breach of contract. In the event the NRC imposes a civil penalty against Company as a result of of this provision, such civil penalty shall be considered by the Parties to be direct and not special consequential damages under the contract.

ADDITIONAL PROVISIONS EXHIBIT D:

THIS AGREEMENT IS EXECUTED PURSUANT TO THE COOPERATIVE AGREEMENT BETWEEN PRIME AND DOE, #DE- NE0009054. THE COOPERATIVE AGREEMENT REQUIRES (AMONG OTHER THINGS) THAT SUBCONTRACT AGREEMENTS MADE UNDER IT CONTAIN REQUIREMENTS APPLICABLE TO SUBCONTRACTORS. THE DOE FLOWDOWN PROVISIONS SET FORTH BELOW ARE THOSE PROVISIONS OF THE TERMS AND CONDITIONS OF THE COOPERATIVE AGREEMENT (A) THAT ARE REQUIRED BY APPLICABLE LAW OR THE TERMS AND CONDITIONS OF THE COOPERATIVE AGREEMENT TO BE APPLICABLE TO SUBCONTRACTOR AND (B) THAT ARE SET OUT IN THIS EXHIBIT FOR INFORMATION (AND, FOR THE AVOIDANCE OF DOUBT, INCLUDED WITHIN THE PERFORMANCE STANDARDS) SO THAT, IN PERFORMANCE OF ITS SERVICES, SUBCONTRACTOR'S ACTIONS ARE CONSISTENT WITH AND SUPPORT COMPANY'S PERFORMANCE OF AND COMPLIANCE WITH ITS OBLIGATIONS UNDER ITS SUBCONTRACTOR AGREEMENT. THE LATTER PROVISIONS ARE IDENTIFIED AS "[FOR INFORMATION]". IN ADDITION, THE PROVISIONS OF (I) THE INTELLECTUAL PROPERTY PROVISIONS OF THE COOPERATIVE AGREEMENT (AS MODIFIED BELOW) ARE SET OUT IN ATTACHMENT 1 TO THIS EXHIBIT FROM THE COOPERATIVE AGREEMENT, WHICH IS PROVIDED IN ATTACHMENT 2 TO THIS EXHIBIT, ARE ALSO DOE FLOWDOWN PROVISIONS APPLICABLE TO SUBCONTRACTOR UNDER THE AGREEMENT. COMPANY AND SUBCONTRACTOR AGREE TO BE BOUND BY THESE DOE FLOWDOWN PROVISIONS. EXCEPT WITH RESPECT TO THOSE PROVISIONS IDENTIFIED AS "[FOR INFORMATION]" AND AS OTHERWISE NOTED BELOW, FOR PURPOSES OF THESE DOE FLOWDOWN PROVISIONS, (A) THE TERMS "RECIPIENT", "RECIPIENT", "NON-FEDERAL ENTITY", "US SFR OWNER, LLC" SHALL BE DEEMED TO MEAN SUBCONTRACTOR (PROVIDED, HOWEVER, THAT COMPANY, RATHER THAN SUBCONTRACTOR, SHALL BE THE ENTITY THAT INTERFACES WITH THE PRIME WITH RESPECT TO PERFORMANCE OF THE OBLIGATIONS UNDER THE COOPERATIVE AGREEMENT), (B) REFERENCES TO "THIS AWARD" OR TO "THIS FOA" SHALL BE DEEMED TO BE REFERENCES TO "THIS AGREEMENT", AND (C) REFERENCES TO ANY "PLANT", "REACTOR" (INCLUDING IN THE CONTEXT OF A DEMO REACTOR, DEMONSTRATION REACTOR OR NUCLEAR REACTOR), "COMPLEX" OR "PROJECT" SHALL INCLUDE WITHIN SUCH REFERENCE THE FUEL FABRICATION FACILITY AND ANY COMPONENTS THEREOF CONTEMPLATED BY SUCH REFERENCE, AND REFERENCES TO THE "SITE" SHALL INCLUDE WITHIN SUCH REFERENCE THE SITE ON WHICH THE FUEL FABRICATION FACILITY IS OR IS TO BE LOCATED, IT BEING ACKNOWLEDGED BY THE PARTIES THAT, FOR PURPOSES OF THIS AGREEMENT, THE COOPERATIVE AGREEMENT SHOULD BE INTERPRETED TO HAVE SUCH MEANING.

(1) ADMINISTRATIVE REQUIREMENTS (DECEMBER 2014)

The administrative requirements for DOE grants and cooperative agreements are contained in 2 CFR Part 200 as amended by 2 CFR Part 910 [DOE Financial Assistance Regulation] (See: <http://www.eCFR.gov>). All references to 2 CFR 200, 2 CFR 910, FAR and DEAR clauses and articles incorporated by reference are, unless otherwise specified, to the version applicable as of the November 1, 2020.

(2) NOTICE REGARDING ELIGIBLE/INELIGIBLE ACTIVITIES

Eligible activities under this program include those which describe and promote the understanding of scientific and technical aspects of specific energy technologies, but not those which encourage or support political activities, such as the collection and dissemination of information related to potential, planned, or pending legislation.

(4) RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance

(20) FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Subcontractor must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

(21) INTELLECTUAL PROPERTY PROVISIONS

To the extent applicable, Subcontractor shall comply with the following:

Special Intellectual Property Provisions will apply to Agreements awarded. These include special data protection provisions and the issuance of a class patent waiver to enhance commercialization of technology developed under this program. Additionally, specific intellectual property provisions can be found in Article 41 and will be amended as directed under any class patent waiver.

Special Protected Data Statutes. This program is covered by a special protected data statute. The provisions of the statute provide for the protection from public disclosure, for a period of up to five (5) years, technical data or commercial or financial data first produced in the performance of the award which if it had been obtained from and first produced by a non-federal party, would be a trade secret or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. 552(b)(4), and which data is marked as being protected data by a party to the award. If the maximum statutory period for protection from the public disclosure is extended during the period of performance of the award, DOE will modify the award to extend the period of protection from public disclosure to the maximum allowable time period provided by statute with retroactive effect to the date of award to the extent allowable by applicable law. Generally, the provision entitled, Rights in Data — Programs Covered Under Special Protected Data Statutes, (2 CFR 910 Appendix A to Subpart D —Patent and Data Provisions), would apply, but may be modified to accommodate NE program requirements and which have been agreed to between recipient¹ and DOE in Attachment B1. 2 Otherwise, the government has unlimited rights in technical data created under the DOE agreement. Delivery or third- party licensing of proprietary software or data developed solely at private expense will not normally be required except as specifically negotiated in an agreement or patent waiver to satisfy DOE's needs or to ensure the commercialization of technology developed under the DOE agreement.

Class Patent Waiver: The Office Nuclear Energy (NE) Class Patent Waiver W(C) 2020-002 is applicable to this agreement/award. The class patent waiver will provide recipients subcontractors, not subject to the Bayh-Dole Act, the option to retain title to their own inventions, subject to the same government retained rights identified in the Act above. To retain the class waiver, a recipient, subcontractor, as a whole or as a team, must maintain the required cost-share under the program and agree to substantially manufacture technology created in the U.S., or provide other economic benefits to the U.S. in accordance with the U.S. competitiveness provision set forth in the above referenced class patent waiver.

If government funding is not available under the Award Agreement for the complete term and at the funding levels needed for completion, limiting the ability of the recipient to complete and operate the Advanced Reactor as contemplated by the Award Agreement, DOE agrees, upon recipient's request to DOE, to provide appropriate relief from the U.S. Competitiveness clause set forth in the Class Patent Waiver in order to enable recipient to complete and operate the Advanced Reactor outside of the United States.

Small Businesses and Nonprofits: Domestic small businesses and domestic nonprofit organizations will receive the patent rights clause at 37 CFR 401.14, i.e., the implementation of the Bayh-Dole Act. This clause permits domestic small business and domestic nonprofit organizations to retain title to subject inventions. Therefore, small businesses and nonprofit organizations do not need to request a waiver.

(23) NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made. The purchase of foreign equipment and materials must be approved by GNF prior to purchase.

(24) ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PERFORMANCE OF WORK AT DOE FACILITIES (applies if performance occurs on a DOE-owned or control site)

With respect to the performance of any portion of the work under this award which is performed at a DOE-owned or controlled site, the Subcontractor agrees to comply with all State and Federal ES&H regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-Owned or controlled site, Subcontractor recognizes that Company shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Subcontractor shall apply this term to its Subcontractors and contractors.

(26) INSURANCE COVERAGE (DECEMBER 2014) (REVISED)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

At a minimum, the Recipient shall provide insurance in the minimum amounts as set forth below. The required amount of insurance to be carried by the Recipient under this section may be changed following the Government's written notice to the Recipient and mutual agreement by the Government and Recipient.

a. Worker's Compensation and Employer's Liability.

The Recipient is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when project operations are so commingled with a Recipient's commercial operations that it would not be practical to require this coverage. The Recipient and as applicable, its subcontractors, shall obtain employer's liability coverage of at least \$100,000.

b. General Liability.

The Recipient is encouraged to obtain bodily injury liability insurance coverage written on the comprehensive form of policy. Recommended levels of at least \$500,000 per occurrence and property damage liability insurance coverage of at least \$500,000 per occurrence are encouraged.

(28) EQUIPMENT (DECEMBER 2014)

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR § 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR § 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR §200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR §200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR § 200.313(e)(3).

See 2 CFR § 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR § 200.439 Equipment and other capital expenditures.

See 2 CFR § 910.360 for amended requirements for Equipment for For-profit recipients.

If there is a statutory change that allows DOE to vest unconditional title to property in the non-Federal entity, without reference to the above requirements, then DOE agrees to amend this Agreement to delete the foregoing language and substitute the word "RESERVED".

(29) USE OF REAL PROPERTY AND EQUIPMENT ACQUIRED UNDER THE AWARD

For real property and equipment acquired in the performance of this award, the real property and equipment can continue to be used for the originally authorized purpose as long as needed for that purpose (i.e., as part of the power generation facilities of an electric utility system or in any other manner for the purpose of demonstrating the suitability for commercial application of the advanced nuclear reactor). Accordingly, at the end of the award project period, DOE will proceed with its normal award close out procedures; however, the Subcontractor shall maintain conditional title to the property and continue to use it for its originally authorized purpose. The Subcontractor cannot encumber this property, without prior written approval by Company, and must follow the requirements set forth in 2 C.F.R. § 910.360 before disposing of the property.

Recipient will be allowed to continue to use all equipment and property acquired in connection with this award for the original purposes of the award after the award term has ended. Title to this equipment and property will be held by the recipient conditionally with the US Government maintaining a reversionary interest commensurate with the federal participation in the original project. Recipient shall provide a report at least once every five (5) years following the award term period of performance to describe the continued use and to certify that it is in accordance with current regulations, licensing and the original purpose(s) of the award. This report shall also include updated current Fair Market Value (FMV) of the aggregate equipment and property, hereafter referred to as the complex. (see next paragraph) Within 90 days of initial award, recipient shall submit to the Contracting Officer (CO) a projected progressive FMV (in 2020 dollars) in 5 year increments lasting 75 years (or whatever the design time period for the operational life of the reactor is (e.g., value at construction completion, value at 5/10/15/20/25/.../75 years after construction) of the entire operational complex constructed for the award. The projected progressive FMV (in current year dollars) shall be updated and submitted to the CO within 90 days following completion of the complex construction. The projected FMV will serve as a basis for determining when the US Government will surrender all interest in the title of the complex acquired/constructed in connection with this award. Values should be projections of expected sales price if complex were to be advertised widely and sold to an open and competitive market. Do not use depreciated or book value. When the FMV of the complex is less than \$5,000, the US government will surrender/abandon claim to title for the complex acquired/constructed in connection with this award. FMV calculations should consider anticipated liabilities and costs associated with maintenance and end of life remediation. Company will prepare the initial FMV for the SFR Fuel Facility in coordination with Subcontractor using the format that Company will use for the Sodium Demonstration Reactor and which will be submitted in September 2021 by Company to DOE in accordance with this paragraph 29 (it being understood that Company shall not be obligated to provide to Subcontractor the initial FMV, as submitted to DOE, unless DOE requires Company (or Subcontractor on its behalf) to update such FMV, in which case Company shall provide to Subcontractor such initial FMV in detail as reasonably necessary to satisfy such DOE requirement). Thereafter, if the current pending federal infrastructure bill with a cessation of U.S. government property interests is passed and a corresponding change is made to the DOE Cooperative Agreement, then it is anticipated that this paragraph will be removed and no such FMV reporting obligation will apply to Subcontractor. If the aforementioned infrastructure bill is not passed and/or DOE does not agree to make the corresponding change to the DOE Cooperative Agreement, then this paragraph shall remain in effect without such changes, and Subcontractor will be subject to this paragraph for subsequent FMV submissions thereunder to Company, the first such submission from Subcontractor due within 90 days following completion of construction of the SFR Fuel Facility.

Recipient will remain liable for all maintenance, remediation, and end of life disposition activities associated with the complex throughout its entire lifecycle. If recipient desires to sell or transfer the complex to a different entity at any time prior to full title transfer, contact the CO for guidance. During the time the property continues to be used, the recipient must report to DOE on the continued use of the property, as specified in the award's Reporting Requirements Checklist and in accordance with 2 CFR § 200.330. Further, at the time recipient decides to no longer use the property for its originally authorized

purpose, the recipient shall proceed with obtaining disposition instructions, as specified in the terms and conditions of this award.

In addition, should the recipient, during reactor operation, sell or have a change of control, the parties will follow 2 CFR § 910.368 and §910.370, as applicable. If there is a statutory change that allows DOE to vest unconditional title to property in the non-Federal entity, without reference to the above requirements, then DOE agrees to amend this Agreement to delete the foregoing language and substitute: "DOE agrees that all equipment and property will vest unconditionally in the recipient with retroactive effect to the date of award to the extent allowable by applicable law.

(30) SUPPLIES (DECEMBER 2014)

See 2 CFR § 200.314 for requirements pertaining to supplies acquired under a Federal award. See also § 200.453 Materials and supplies costs, including costs of computing devices.

(32) PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, which are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR § 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

If there is a statutory change that allows DOE to vest unconditional title to property in the non-Federal entity, without reference to the above requirements, then DOE agrees to amend this Agreement to delete the foregoing language and substitute the word "RESERVED".

(34) NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Subcontractor is required to identify and comply with the appropriate NEPA requirements for the selected site. If a DOE-owned site is selected, including (the Hanford site, the following would apply: National Environmental Policy Act (42 USC 4321, et seq.). The Subcontractor is restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to Company providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include but are not limited to detailed design beyond what is needed to apply for a license under 10 CFR Part 50 or 52 from the U.S. Nuclear Regulatory Commission; purchase of long-lead time equipment that cannot be used at any other site; demolition or decontamination of existing buildings; and site preparation, clearing, groundbreaking, excavation, and construction. However, Company may provide cost- shared funding and appropriate CX coverage for activities necessary to perform site characterization, sampling, and monitoring to support the NEPA process; preparation of conceptual design data, analysis, and documentation (including project planning assistance); and training before a final NEPA decision is issued. Historic preservation obligations must be met before groundbreaking activities occur. If the project is proposed to be located on federally owned land, the recipient may not move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of either an interim or the final NEPA decision. The recipient must comply with all NRC Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions, pursuant to 10 C.F.R. Part 51. NRC will serve as the lead federal agency for NEPA. In addition, if Recipient plans to build its reactor on DOE-owned or leased land, then DOE may be asked to serve as a cooperating agency in NRC's NEPA analysis and recipient would be required to engage with the relevant DOE operations office to support that NEPA review and any other relevant environmental compliance and/or permitting. D-9 GEH Subcontractor Agreement – Execution Version CONFIDENTIAL Prior to issuance of a final NEPA document (Final EA/EIS, FONSI, ROD, Mitigation Action Plan, etc.), NRC and/or DOE, as appropriate, agree to discuss with the recipient any proposed conditions and requirements that may be imposed if TerraPower, NRC and/or DOE, as appropriate, decides to proceed with its proposed action. However, NRC and/or DOE, as appropriate, retains sole discretion on whether to issue a final NEPA document and what conditions to include in it if one is issued. If NRC TerraPower and/or DOE, as appropriate, decides to proceed with its proposed action subject to conditions, limitations, mitigation requirements, or monitoring requirements specified in a final NEPA document, the Recipient agrees to: 1. abide by the conditions, limitations, mitigation requirements, and monitoring requirements specified in the final NEPA document; 2. negotiate changes to the project schedule, costs, and/or scope as necessary to make effective the requirements or conditions in the final NEPA document; 3. allow NRC TerraPower and/or DOE, as appropriate, authorized representatives to visit the site and facilities upon notice to verify

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project status and compliance to include conditions and requirements in the final NEPA document; and 4. submit data or otherwise meet specified reporting requirements that may be in the final NEPA document. 5. If the Recipient finds the conditions and requirements to be unacceptable, it reserves the right to terminate the Award in accordance with 2 CFR 200.340.

(35) DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other terms of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subcontractor's facilities, or (ii) any costs which may be incurred by the Subcontractor in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

(41) INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions, or to the extent such liability arises from a nuclear incident or precautionary evacuation as defined by the Price Anderson Act. Parties shall inform each other as soon as practicable of any suit or action alleging an indemnifiable claim and, to the extent allowed by statute, participate in litigation and settlement.

(43) LOBBYING RESTRICTIONS (MARCH 2012)

For Your Informational Purpose Only

By accepting funds under this award, the Recipient agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(45) NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

By entering into this agreement, the undersigned attests that US SFR Owner, LLC does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information

The undersigned further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(46) DATA MANAGEMENT PLAN (SEPT 2015)

a. Not later than 90 days after the effective date of the award the Recipient must provide the Contracting Officer with a Data Management Plan. A Data Management Plan ("DMP") explains how data generated in the course of the research or work performed under an assistance award will be shared and preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate. (2) In the event the Recipient fails to submit the DMP within 90 days after award or DOE determines that

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the information provided by the Recipient in its DMP does not meet the requirements in section b), DOE may take one or more of the actions identified in 2 CFR 200.339, including, but not limited to, temporarily withholding payments to the Recipient pending correction of the deficiency, or wholly or partially suspending or terminating the Federal award.

b. DMP Requirements - In order for a DMP to be considered acceptable, the DMP must address the following:

- At a minimum, the DMP must describe how data sharing and preservation will enable validation of the results from the proposed work, or how results could be validated if data are not shared or preserved.
- The DMP must provide a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital research data used to generate the displayed data should be made as accessible as possible in accordance with the principles stated above. This requirement could be met by including the data as supplementary information to the published article, or through other means. The published article should indicate how these data can be accessed.
- The DMP should consult and reference available information about data management resources to be used in the course of the proposed research work. In particular, a DMP that explicitly or implicitly commits data management resources at a facility beyond what is conventionally made available to approved users should be accompanied by written approval from that facility. In determining the resources available for data management at DOE User Facilities, researchers should consult the published description of data management resources and practices at that facility and reference it in the DMP. Information about other DOE facilities can be found in the additional guidance from the sponsoring program.
- The DMP must protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; avoid significant negative impact on innovation, and U.S. competitiveness; and otherwise be consistent with all laws (e.g., export control laws), and DOE regulations, orders, and policies.

c. Data Determination for a DM

The Principal Investigator should determine which data should be the subject of the DMP and, in the DMP, propose which data should be shared and/or preserved in accordance with the DMP Requirements noted above. For data that will be generated through the course of the proposed research/work, the Principal Investigator should indicate what types of data should be protected from immediate public disclosure by DOE (referred to as “protected data”) and what types of data that DOE should be able to release immediately. Similarly, for data developed outside of the proposed research work at private expense that will be used in the course of the proposed research work, the Principal Investigator should indicate whether that type of data will be subject to public release or kept confidential (referred to as “Limited Rights Data”). Any use of Limited Rights Data or labeling of data as “protected data” must be consistent with the DMP Requirements noted above.

d. Suggested Elements for a DMP - The following list of elements for a DMP provides suggestions regarding the data management planning process and the structure of the DMP:

- Data Types and Sources: A brief, high-level description of the data to be generated or used through the course of the proposed research work and which of these are considered digital research data necessary to validate the research findings or results.
- Content and Format: A statement of plans for data and metadata content and format including, where applicable, a description of documentation plans, annotation of relevant software, and the rationale for the selection of appropriate standards. Existing, accepted community standards should be used where possible. Where community standards are missing or inadequate, the DMP could propose alternate strategies for facilitating sharing, and should advise the sponsoring program of any need to develop or generalize standards.

- Sharing and Preservation: A description of the plans for data sharing and preservation. This should include, when appropriate: the anticipated means for sharing and the rationale for any restrictions on who may access the data and under what conditions; a timeline for sharing and preservation that addresses both the minimum length of time the data will be available and any anticipated delay to data access after research findings are published; any special requirements for data sharing, for example, proprietary software needed to access or interpret data, applicable policies, provisions, and licenses for re-use and re-distribution, and for the production of derivatives, including guidance for how data and data products should be cited; any resources and capabilities (equipment, connections, systems, software, expertise, etc.) requested in the research proposal that are needed to meet the stated goals for sharing and preservation (this could reference the relevant section of the associated research proposal and budget request); and whether/where the data will be preserved after direct project funding ends and any plans for the transfer of responsibilities for sharing and preservation.
- Protection: A statement of plans, where appropriate and

necessary, to protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; and avoid significant negative impact on innovation, and U.S. competitiveness.

- **Rationale:** A discussion of the rationale or justification for the proposed data management plan including, for example, the potential impact of the data within the immediate field and in other fields, and any broader societal impact.

e. Additional Guidance

In determining which data should be shared and preserved, researchers must consider the data needed to validate research findings as described in the DMP Requirements and are encouraged to consider the potential benefits of their data to their own fields of research, fields other than their own, and society at large.

DMPs should reflect relevant standards and community best practices and make use of community accepted repositories whenever practicable. Costs associated with the project description/scope of work and resources articulated in a DMP may be included in the proposed research budget as permitted by the applicable cost principles.

To improve the discoverability of and attribution for datasets created and used in the course of research, DOE encourages the citation of publicly available datasets within the reference section of publications, and the identification of datasets with persistent identifiers such as Digital Object Identifiers (DOIs). In most cases, DOE can provide DOIs free of charge for data resulting from DOE-funded research through its Office of Scientific and Technical Information (OSTI) DataID Service.

f. Definitions

Data Preservation: Data preservation means providing for the usability of data beyond the lifetime of the research activity that generated them. **Data Sharing:** Data sharing means making data available to people other than those who have generated them. Examples of data sharing range from bilateral communications with colleagues, to providing free, unrestricted access to anyone through, for example, a web-based platform. **Digital Research Data:** The term digital data encompasses a wide variety of information stored in digital form including: experimental, observational, and simulation data; codes, software and algorithms; text; numeric information; images; video; audio; and associated metadata. It also encompasses information in a variety of different forms including raw, processed, and analyzed data, published and archived data. **Research Data:** The recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This 'recorded' material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study."

Validate: In the context of DMPs, validate means to support, corroborate, verify, or otherwise determine the legitimacy of the research findings. Validation of research findings could be accomplished by reproducing the original experiment or analyses; comparing and contrasting the results against those of a new experiment or analyses; or by some other means.

(49) PROHIBITION ON PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Recipient/Contractor must not provide PII, either printed or electronic, to the U.S. Department of Energy within any deliverable, report or submittal under this Agreement. Personally Identifiable Information (PII) is any information maintained by the Contractor about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal information that is linked or linkable to a specific individual. This requirement must be incorporated into any and all subcontracts or sub agreements to the lowest tier.

(50) CONFIDENTIAL BUSINESS INFORMATION

The Government acknowledges that the Subcontractor may provide to DOE confidential or proprietary business, technical or financial information. DOE will manage this information consistent with the Trade Secrets Act, 18 U.S.C. §1905. DOE will also process any request for release of this information to the public consistent with the Freedom of Information Act (FOIA), 5 U.S.C. §552 and DOE's FOIA regulations, 10 C.F.R Part 1004. DOE agrees that any confidential business, financial, and legal information provided by the Subcontractor is not "data" within the meaning of the Rights in Data clause.

(58) MILESTONES AND MILESTONE-PAYMENTS

Recipient's invoices will be submitted on a monthly basis, in a manner consistent with Article 8 (Payment Procedures) and Article 56 (Cost Sharing on Invoices Submitted for Payment). DOE and the recipient will continuously evaluate the project execution team's performance in adhering to the project schedule and in meeting the set of mutually-agreed-upon project milestones during each budget period, and at the budget continuation process at the end of each budget period. Approval of continuation applications will be dependent on a determination of adequate project progress as determined by the DOE program manager and technical project officer. In addition, if, during any budget period, DOE determines that there has been a substantial issue with project progress in achieving such milestones, then DOE and the recipient have the option to mutually develop a recovery plan for the project, which the recipient would pursue during the balance of the budget period, with the costs of such recovery being eligible for reimbursement, in accordance with Article 8 (Payment Procedures) and Article 56 (Cost Sharing on Invoices Submitted for Payment). However, DOE reserves the right to terminate the award at any time (pursuant to 2 C.F.R. Part 200). If the award is terminated during an ongoing budget period, DOE would be liable for cost share on work performed up to the point of termination and DOE would be liable for cost share on allowable costs consistent with the provisions of FAR Subpart 31.2, including particularly 31.205-42, and, to the extent they are not otherwise specifically addressed by FAR Subpart 31.2, costs defined as allowable under 2 CFR 200.343

(59) LIABILITY DURING OPERATION OF THE ADVANCED DEMONSTRATION REACTOR

Notwithstanding any other terms of this Agreement, the Government shall not be responsible for or have any obligation (except to the extent provided by the NRC under the Price Anderson Act and 10 CFR Part 140) to the recipient for operation of the advanced demonstration reactor or other recipient facilities operated in connection with the reactor, including any costs which may be incurred by the recipient in connection with the operation of the reactor or related facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement or following the end of the project period of this agreement

(61) PROJECT MANAGEMENT PLAN

The Project Management Plan (PMP) submitted and approved in the application shall be maintained and implemented by the recipient throughout the project period of performance. Regular updates to the PMP shall be made by the recipient, as necessary, during project performance. All updates shall be submitted to DOE for review and approval. Within 30 days following the post award conference as a first task, the recipient will revise the version of the PMP that was submitted with its application by including details from the negotiation process. The PMP, is updated by the recipient as the project progresses to reflect update to the approved cost and schedule baselines. The Recipient prepares periodic reports which include schedule and budget variances. The PMP contains the project cost and schedule baseline and is used as a basis to report budget and schedule variances.

Post award, in conjunction with a PMP, DOE will jointly develop quality assurance requirements and plans with the Recipient to monitor performance to ensure standards are met. The PMP will not specify how the award recipient will do the work, but rather describe the work in terms of outcomes or results. The PMP will provide flexibility to account for variations and changes in requirements as the project progresses

(62) COORDINATION AND MANAGEMENT PLAN

If the recipient uses multiple project managers (PMs), the recipient must provide for DOE approval a "Coordination and Management Plan" that describes the organization structure of the project as it pertains to the designation of multiple PMs. This plan must be updated by the recipient throughout the project period, as necessary (with a copy of any update provided to DOE). The plan must include (at a minimum):

- Process for making decisions on scientific/technical direction

- Publications
- Intellectual property issues
- Communication plans
- Procedures for resolving conflicts
- PMS' roles and administrative, technical, and scientific responsibilities for the project.

(63) WAIVER REQUESTS: PERFORMANCE OF WORK IN THE UNITED STATES

Work performed (i.e., purchases and labor) under awards must be performed in the U.S., unless otherwise approved, awards proposing foreign purchase of supplies and equipment or for foreign labor performed must clearly specify what work is to be done, by which entity, where the work is to be performed, the estimated time period for the work, the estimated dollar value of the work and the rationale for doing the work outside the U.S.

(72) NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD (DECEMBER 2014)

a. This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.

b. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:

1. Notify the DOE Project Officer and the DOE Award Administrator, 10

2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.

3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.

c. RESERVED.

d. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

(95) EXCUSABLE DELAYS

Except for defaults of subcontractors at any tier, the Recipient shall be in an excusable delay position because of any failure to perform this cooperative agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Recipient. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Recipient. "Default" includes failure to make progress in the work so as to endanger performance.

If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Recipient and subcontractor, and without the fault or negligence of either, the Recipient shall not be deemed to be in default, - unless -• The subcontracted supplies or services were obtainable from other sources;

- The Contracting Officer ordered the Recipient in writing to purchase these supplies or services from the other source; and
- The Recipient failed to comply reasonably with this order.

Upon request of the Recipient, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the completion time shall be revised, subject to the rights of the Government to terminate this cooperative agreement. A decision by the Contracting Officer to terminate the award shall be based on the record and is subject to appeal to the Senior Procurement Executive.

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ATTACHMENT TO EXHIBIT D

**INTELLECTUAL PROPERTY PROVISIONS (CDLB-115) COOPERATIVE AGREEMENT – SPECIAL
DATA STATUTE RESEARCH, DEVELOPMENT, OR DEMONSTRATION LARGE BUSINESS AND
FOREIGN ENTITY**

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| 01. | FAR 52.227-1 | Authorization and Consent (DEC 2007) Alternate (APR1984) |
| 02. | FAR 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007) |
| 03. | 2 CFR 910 | Right in Data – Program Covered under Special Data Statues Appendix A of Subpart D Rights in Data - Programs Covered under Special Data Statutes |
| 04. | Patent Rights – Waiver (10 CFR 784) | DOE Patent Waiver Regulations (7/9/2020) |