**CONTRACT NO. TBD**

**Battelle Energy Alliance, LLC (BEA)**

2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415-1303

OPERATING UNDER U.S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

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| **To**: | University of Chemistry and Technology PragueTechnicka 1905/51600 Praha 6, Czech Republic |  **Effective Date**: 02/03/2025 |
|  | **To**: xxxxx |  **Completion Date**: 02/28/2026 |

1. **STATEMENT OF WORK**
	1. University of Chemistry and Technology Prague (Subcontractor) shall furnish the following services, in accordance with the Statement of Work SOW-22366, entitled Experimental Characterization and Mathematical Modeling of Batch-to-Glass Conversion Processes for Nuclear Waste Vitrification, dated 12/02/2024 and the requirements, terms and conditions specified or referenced in this Contract.
2. **RESOURCES**
	1. The Subcontractor shall provide all resources, e.g., materials, labor, equipment (including personal protective equipment), facilities, necessary to fulfill the requirements of this Contract, except as otherwise specified.
3. **APPLICABLE DOCUMENTS** The following documents are incorporated into, and become a part of, this Contract:
	1. Statement of Work entitled, "Experimental Characterization and Mathematical Modeling of Batch-to-Glass Conversion Processes for Nuclear Waste Vitrification," SOW-22366, dated 12/02/2024.
	2. Subcontractor Requirements Manual (Doc. No. TOC-732), Revision 176, dated 10/02/2024, required parts identified as follows (https://xxxxx):
		1. RD-1002 Safeguards and Security Requirements
		2. RD-1003 General Requirements
		3. RD-1004 Motor Vehicle Safety
		4. Form 540.33, "Change Request."
		5. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."
		6. DOE F 5484.3, "Individual Accident/Incident Report."
4. **TERMS AND CONDITIONS**
	1. General Provisions: The following document is incorporated by reference and hereby forms a part of this action: Form PROC-207, BEA General Provisions for Professional/Consulting Services Fixed Price/Fixed Rate, dated 08/01/2024 Note: BEA's General Provisions are available at the following Internet address: **https://xxxxx**.
	2. Subcontractor Requirements Manual: The Subcontractor and all lower-tiers shall perform work in accordance with the Subcontractor Requirements Manual (SRM) to the extent specified in Section 3, **APPLICABLE DOCUMENTS**. The Contract Specialist shall notify the Subcontractor of changes to the SRM. The Subcontractor shall notify the Contract Specialist within 15 days of the notification if any material impact on cost or schedule results from the SRM change. The notice shall include an assessment of the cost or schedule impact associated with the SRM change. The Contract Specialist shall provide directions to proceed or not proceed with the SRM change. If direction is provided to proceed, the Subcontractor must proceed with the execution of the work as modified by the SRM change and a request for equitable adjustment may be submitted by the Subcontractor consistent with the Changes clause of the General Provisions.
	3. Certification of Eligibility: Subcontractor, by entering into this Contract, certifies that Subcontractor and its principals (as defined in FAR 2.101) are not debarred, suspended or proposed for debarment, by the Federal Government. Disclosure or failure to disclose that Subcontractor or its principals are debarred, suspended, or proposed for debarment, by the Federal Government before the effective date of this Contract and for its duration shall constitute an additional basis for termination under the Default Article of the General Provisions.
	4. Foreign Government-Sponsored Talent Recruitment Program (FGSTRP) or Other Foreign Government-Sponsored or Affiliated Activity (OFGSAA): The Subcontractor and all lower-tiers shall certify if any employee(s) or subcontractor employee(s) who are working under this Contract either on-site at a DOE NNSA site/facility or in DOE/NNSA/Contractor leased space are participating in a (FGSTRP) or (OFGSAA) as defined in Attachment 2 of DOE O 486.1 A, which is available at https://xxxxx. Countries that are identified as “Foreign Country of Risk” are People’s Republic of China, Russia, North Korea, and Iran and is subject to change upon DOE request.
		1. Subcontractor shall notify BEA within 5 business days of any personnel changes under this Contract that result in any change to Subcontractor’s certification under this requirement.
		2. Failure to report or falsify to this requirement may result in exercising contractual remedies in accordance to the terms of this Contract.
		3. BEA reserves the right to remove any employee(s) participating in the FGSTRP or OFGSAA from performing any work under this Contract from any facilities of the INL or from any other DOE/NNSA site/facility (including a DOE/NNSA contractor leased facility). To the extent the U.S. Department of Energy requires the Subcontractor

employee(s) participating in the FGSTRP or OFGSAA to be removed from performing any further work under this Contract. The Subcontractor shall do so unless such employee(s) agree to discontinue his/her/their participation in the FGSTRP or OFGSAA.

* + 1. Subcontractor agrees that it shall not submit any request for claim or request for equitable adjustment against BEA as a result of direction under the Foreign Government-Sponsored Talent Recruitment Program or Other Foreign Government-Sponsored or Affiliated Activity provisions.
	1. IRS Forms: Pursuant to U.S. tax law, BEA is required to report certain payments to the Internal Revenue Service (IRS). The Subcontractor agrees to furnish a completed IRS Form W-9, (for U.S. persons), W-8 (for non-U.S. persons) or other applicable IRS form to BEA prior to any request for payment. Forms can be accessed at http://xxxxx. Upload Automated Clearing House (ACH) and IRS forms (e.g., W-9) to Praxair Distribution, Inc.'s registration entry in the INL Vendor Portal at https://xxxxx.
	2. Vendor Portal: Subcontractor shall maintain an active, current, accurate profile in https://xxxxx and the INL Vendor Portal (available at https://xxxxx) for the Contract’s full duration and shall safeguard Subcontractor’s account login information. Subcontractor certifies 1) all information Subcontractor provides in the INL Vendor Portal is accurate and current when provided and that the Subcontractor shall promptly, accurately update or replace such information in such portal, and 2) all information Subcontractor provides in the System for Award Management (SAM), including any registration therein pertaining to this Contract is accurate and that it will accurately update or replace such information (including any changes to the unique entity identifier) as changes occur in https://sam.gov. Subcontractor must promptly review notifications relating to update in payment method, banking, or Automated Clearing House (ACH) information under this Contract to guard against fraud. SPECIFICALLY, SUBCONTRACTOR MUST NOTIFY CONTRACTOR’S CONTRACT SPECIALIST AND CONTRACTOR’S INVOICE REVIEW GROUP (IRG) AT xxxxx IMMEDIATELY IN WRITING (I.E., WITHIN THREE (3) BUSINESS DAYS) OF SUBCONTRACTOR’S BEING PROVIDED NOTICE OF CHANGE IF THE SUBCONTRACTOR HAS NOT AUTHORIZED A CHANGE MADE TO ITS PAYMENT METHOD, BANKING OR ACH INFORMATION AND IS RESPONSIBLE FOR CONSEQUENCES OF FAILURE TO SO NOTIFY. SUBCONTRACTOR'S INACTION SHALL BE CONCURRENCE WITH THE CHANGE AND A FORFEITURE AND WAIVER OF ANY CLAIM AGAINST BEA OR ANY OF ITS OFFICERS OR EMPLOYEES ARISING FROM SUCH CHANGED BANKING, PAYMENT OR ACH INFORMATION.
	3. Sales Tax: Subcontractor's price shall include Idaho sales tax for materials specified under this Contract, if any.
	4. Tax Reporting: In addition to the Federal, State and Local Tax requirements, contained in the applicable General Provisions, the Subcontractor is reminded of its obligation to comply with tax reporting requirements, including the reporting of assets that may be subject to any personal property or transient personal property tax. The Subcontractor should be aware that the geographical boundaries of the INL encompass multiple counties. A map of counties within the INL boundaries is available at https://xxxxx.
	5. Insurance: During the term of this Contract, Subcontractor shall maintain insurance in accordance with coverage and limits identified in BEA's General Provisions. The insurance certificate shall be endorsed to name "Battelle Energy Alliance, LLC and its successors in interest" and the "U. S. Department of Energy" as additional insured parties.
	6. Hazards Training: Pursuant to 29 CFR 1910.1200, BEA will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at BEA.
	7. Contractor Performance Evaluation (CPE): BEA uses the Contractor Performance Evaluation to evaluate Subcontractor performance. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 70 points out of 100 is required to maintain an approved status.
	8. Worker Safety and Health Program: The scope of this Contract falls under the provisions of 10 C.F.R. Part 851.
		1. The Subcontractor shall perform work in accordance with BEA’s DOE-approved Worker Safety and Health Program (WSHP), which is implemented by following the Subcontractor Requirements Manual (SRM). The SRM are available for review at **https://xxxxx**.
		2. The Subcontractor shall ensure that all work performed under this Contract (inclusive of lower-tier subcontractors) is performed in accordance with the Department of Energy’s Worker Safety and Health Rule codified at 10 C.F.R. Part 851. The Subcontractor is subject to all applicable procedures for investigating violations, enforcing compliance with requirements, and assessing civil penalties or fee reductions for violations under the DOE’s Worker Safety and Health Rule.
		3. The Subcontractor assumes full responsibility and shall indemnify, hold harmless, and defend BEA, its directors, officers and employees from any civil liability under 10 C.F.R. Part 851 or related regulations or statutes, arising as a result of work performance by the Subcontractor, its lower-tier subcontractors, suppliers, agents, employees and their officers or directors. The Subcontractor’s obligation to indemnify and hold harmless shall expressly include attorney fees and other reasonable costs for defending any action or proceeding instituted under 10 C.F.R. Part 851 or related regulations or statutes.
		4. BEA may inspect the Subcontractor’s operation and records, from time to time, for compliance with worker safety and health requirements contained in this Contract. BEA will provide written direction to the Subcontractor relative to necessary corrections commensurate with deficiencies found; however, BEA’s failure to find or to provide written direction regarding a deficiency does not relieve Subcontractor of any obligation under the Worker Safety and Health Rule, or otherwise. The Subcontractor shall make these corrections at no additional expense to BEA.
	9. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.33, Change Request or Contract Amendment.
	10. Battelle Energy Alliance Supplier Code of Conduct: Subcontractor shall adhere to the Supplier Code of Conduct found at https://xxxxx
	11. Idaho National Laboratory Environmental Policy: Subcontractor shall adhere to the INL Environmental Policy found at https://xxxxx
	12. Lower-tier Subcontractors: Subcontractor shall not subcontract performance of any portion of the work being performed at BEA without the advanced written approval of BEA, (excluding material deliveries). Lower-tier subcontracts and purchase orders must include provisions to secure all rights and remedies of BEA and the Government provided under this Contract and must impose upon the lower-tier subcontractor all of the general duties and obligations required to fulfill this Contract. The Subcontractor is responsible for the performance and oversight of all lower-tier subcontractors.
	13. Cyber Security Incidents: Subcontractor shall report cybersecurity incidents to BEA within 72 hours for incidents involving compromise, loss, breach, or alteration of BEA data or that affect BEA or U.S. Government information systems.
		1. Battelle Energy Alliance Data Storage Best Practices: Subcontractor shall review the best practices for security digital data found at https://xxxxx
1. **ORDER OF PRECEDENCE**
	1. In the event of any inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows:
		1. Contract Change documents, if any
		2. Contract or Purchase Order
		3. Statement of Work
		4. General Provisions
		5. Other provisions of this Contract, whether incorporated by reference or otherwise.
	2. Subcontractor shall notify BEA prior to performing work based on resolution of an inconsistency by the order of precedence set forth herein.
2. **PRICE**
	1. The Firm-Fixed-Price of the Contract is $149,000.00.
		1. Payments will be made in accordance to a proposed schedule:

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| **Deliverable** | **Proposed Due Dates** | **Cost** |
| February 2025 Monthly Report | 31-Mar-25 | $12,416  |
| March 2025 Monthly Report | 30-Apr-25 | $12,416  |
| April 2025 Monthly Report | 31-May-25 | $12,416  |
| May 2025 Monthly Report | 30-Jun-25 | $12,416  |
| June 2025 Monthly Report | 31-Jul-25 | $12,417  |
| July 2025 Monthly Report | 31-Aug-25 | $12,417  |
| August 2025 Monthly Report | 30-Sep-25 | $12,417  |
| September 2025 Monthly Report | 31-Oct-25 | $12,417  |
| October 2025 Monthly Report | 30-Nov-25 | $12,417  |
| November 2025 Monthly Report | 31-Dec-25 | $12,417  |
| December 2025 Monthly Report | 31-Jan-26 | $12,417  |
| January 2026 Monthly Report | 28-Feb-26 | $12,417  |
| Subtotal |   | $149,000.00 |

* 1. Travel Expenses:
		1. The Subcontractor shall be reimbursed for travel expenses, e.g., airfare, per diem, lodging, and car rental, associated with BEA authorized travel, in accordance with FAR 31.205-46 (excluding travel expenses for local travel, which includes travel to and from the INL site).
		2. The Subcontractor shall be reimbursed for airfare as follows: Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified. The Subcontractor shall be reimbursed for mileage between office, home, or motel and airports. The Subcontractor shall also be reimbursed for taxi services between office, home, or motel and airports and parking expenses of personal car at airports. For these purposes only, travel by personal car will be reimbursed at the maximum rate per mile allowed under the Federal Travel Regulations (FTRs) in effect at the time such travel is performed. The allowance for the first and last day of travel is 75% of the per diem amount for the geographical area being visited. Travel expense receipts must be submitted for airfare, lodging, and car rental.
		3. Temporary Living Expenses: A Subcontracted employee on temporary assignment shall receive full per diem in accordance with the prevailing FTRs for the first 60 calendar days for lodging and first 30 calendar days for Meals & Incidental Expenses (M&IE) of the temporary assignment or until semi-permanent housing is obtained. After the first 60 days for lodging and first 30 days for M&IE, or after semi-permanent housing is obtained (whichever comes first), reimbursement for lodging shall be reduced to the lesser of the actual cost, or 55% of the Federal per diem rate and reimbursement for M&IE shall be reduced to 55% of the Federal per diem rate, for the location of the assignment. While on per diem, receipts for lodging expenses are required. No receipts will be required for M&IE. BEA will not reimburse costs associated with per diem or lodging for Subcontracted employees on temporary assignment after 3 years.
	2. Invoicing
		1. Submittal of an invoice constitutes Subcontractor’s certification that services have been provided, and invoiced amounts are in accordance with the Contract provisions.
		2. Invoices that include a discount for prompt payment must be clearly marked to receive priority handling. Please note the payment terms on the invoice, in the subject line or body of the email, or on a coversheet to the invoice.
		3. Invoices, along with required supporting documentation, shall be submitted via e-mail in .pdf (Adobe) format to Accounts Payable at xxxxx. Invoices sent to a recipient other than Accounts Payable will not be considered official submittals and will not be acted upon by BEA. Each e-mail should contain only one invoice, and the invoice with all required supporting documentation should be in one .pdf file. The Contract number and the invoice number must appear as the title of the .pdf file and in the subject line of the email in exactly the following format: Contract No. 5952695-Invoice xxxx. Invoices that include a discount for prompt payment must be clearly marked to receive priority handling. Invoices sent to a recipient other than xxxxx will be rejected and returned to the Subcontractor.
		4. Subcontractor shall be paid via check or Electronic Funds Transfer (EFT) direct payment according to the payment terms in this Contract minus deductions, if any, as herein provided. Measurement of the payment period and prompt payment discount period begins on the date the proper invoice is received electronically at BEA or when the services have been performed, whichever is later, and will end on the date the payment is issued. If an invoice is received after 3:00 p.m., it will be considered to have been received the following business day. Standard holidays and BEA December curtailment (Christmas through New Years’ Day) will not be counted as part of the net payment terms. Payment is considered as being made on either the day the check is dated or the EFT settlement date.
		5. Travel costs, if applicable, must be supported by receipts and must include number of trips, number of days in travel status, and location of travel. Travel, if applicable, must be summarized on a travel expense report, signed by the traveling employee, depicting the location of travel, days in travel status, and expenses incurred. Travel expenses must be supported by receipts in accordance with the travel clause of this Contract. If an invoice is not proper when received, it will either be returned to the Subcontractor for correction, or missing information/documentation will be requested - the invoice received date will be reset to the date the corrections are complete or the corrected invoice is received.
		6. A proper invoice is an invoice that is accurate, complete, undisputed, and which includes all the required information and required supporting documentation. Minimum required information includes the Subcontractor name; invoice date; Contract number; Subcontractor’s invoice number; shipping terms; payment terms; remit to or banking information; and contact name, title, and telephone number on the first page of each invoice. Invoices shall also indicate the Contract value, and the amount of the current invoice. If the Contract contains milestone payments, the invoice must show the period of performance (start and end dates) of each invoiced milestone.
1. **COMPLETION DATE**
	1. This Contract shall be in effect through 02/28/2026.
2. **ADMINISTRATION**
	1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by xxxxx. Subcontractor agrees that xxxxx will have overall technical direction of the work to be performed by Subcontractor and shall be available at all reasonable times in connection therewith.
	2. Contract Authority: The authorized Procurement Representative for this Contract is xxxxx, the Procurement Manager or written designee. Only the named Procurement Representative or designee has the authority to amend or modify this Contract for the Contractor. Such amendment or modification must be in writing and signed by Contractor's authorized representative to be enforceable against the Subcontractor.
	3. Technical Representative(s):
		1. The Technical Point of Contact (TPOC) is solely and exclusively authorized to provide day-to-day technical direction and support in connection with the subcontracted work during the period of performance, however, neither the (TPOC) have the authority of themselves to amend, modify, or terminate the Contract or authorize payments thereunder.
		2. The TPOC assigned to this Contract is xxxxx at xxxxx. TPOC direction may include, but is not limited to providing industrial, mechanical, scientific, technological, scheduling access or other related clarification or information and responding, as appropriate, to Subcontractor inquires.
		3. The TPOC is not authorized to make any changes to the contract or, by themselves, authorize payment thereunder. Changes to the Contract are authorized only by the Contract Specialist, the Procurement Manager, or the Procurement Manager’s written designee, by written change notice/order and to the extent required, Contract amendment. All invoices must be reviewed and approved for payment by the Contractor’s Invoice Review Group (IRG). For an invoice to be reviewed by the IRG, it must be submitted along with all required supporting documentation to xxxxx. The IRG may communicate with Subcontractor as appropriate. Contractor’s payment shall in no way be construed as a waiver of any rights under this or any other contract or of any cause of action arising out of the performance of this or any other contract.
	4. BEA Work Hours: Unless otherwise stated, authorized work hours for Subcontractors and lower-tiers are: Site: Monday through Thursday, 7:00 am to 5:30 pm; Town: Monday through Thursday, 7:00 am to 5:00 pm, alternating Fridays 7:00 am to 4:00 pm. Subcontractor and lower-tiers shall not perform work at the jobsite during other than these hours unless Subcontractor has given prior written notification to BEA at least 48 hours in advance and has received approval from the TPOC. A request for work during off-normal work hours shall include the type of work to be performed, location of work, date and hours of work and description of any heavy equipment to be used.

Notices: Any notice provided for this action shall be considered as having been given: To BEA, via e-mail (xxxxx); or to the Subcontractor, if delivered personally to its duly authorized representative at University of Chemistry and Technology, Prague, Technicka 1905/ 5, 1600 Praha 6, Czech Republic.