## 1. Purchase Orders and Acceptance.

### These General Terms and Conditions for Services and Materials will apply to each Purchase Order in which they are referenced which is issued by Buyer to Contractor, unless specifically modified in the Purchase Order. The Purchase Order will specify, at a minimum, the: (i) other Contract Documents, (ii) scope of Work, (iii) Submittals; (iv) Contract Price, (v) time for performance and Milestone Dates, (vi) Buyer’s and Contractor’s Designated Representatives, (vii) liquidated damages, if any, and (viii) agreed upon terms or conditions that deviate from these Terms and Conditions, if any. Each Party will promptly notify the other, in writing, of any change in its Designated Representatives. Contractor’s signature on such Purchase Order will constitute Contractor’s unconditional acceptance of such Purchase Order, these Terms and Conditions, and the other Contract Documents attached to or referenced herein or in the Purchase Order. Contractor’s commencement of performance of the Work will also be deemed an effective mode of acceptance of the Purchase Order. These Terms and Conditions do not create a requirements contract. Buyer reserves the right to use its own resources and to employ other entities to perform any and all work at any or all of its Sites. Any additional or different terms and conditions set forth in Contractor’s proposal or preprinted purchase orders, Contractor’s Purchase Order acknowledgments, or similar writings, or in Contractor’s invoices or electronic data interchange acknowledgments, or any attempt by Contractor to vary in any degree any of the terms in the Contract Documents are objected to by Buyer and will not be binding upon Buyer unless specifically assented to in writing by Buyer’s Designated Representative. In the event of any conflict or inconsistency between the documents comprising the Contract Documents, the authority of the individual documents for each respective Purchase Order, relative to the other document, is, in descending order of priority: Change Orders; the Project Schedule; the Purchase Order; Blanket Purchase Orders; Special Terms and Conditions; Software License Agreements; these Terms and Conditions; Drawings; Specifications; and any other Contract Documents. Notwithstanding the foregoing, the several documents forming the Contract Documents will be taken as mutually explanatory of one another; however, in case of ambiguities, discrepancies, or inconsistencies, this priority of documents will govern.

## 2. Performance.

### 2.1. Standards of Performance. Contractor will perform the Work as set forth in the Purchase Order and other Contract Documents. Contractor will furnish all the Materials and Services necessary for the complete, proper and timely completion of the scope of Work, except as explicitly excluded in the Contract Documents. Contractor will perform all Work assigned to it in a competent manner consistent with the ordinary degree of skill and care required for the applicable business, craft, industry, profession or trade.

### 2.2. Schedule of Performance. Contractor will complete all Work on or prior to the Milestone Dates set forth in the Contract Documents or the Project Schedule, or, if no Milestone Date is specified, in a commercially reasonable period of time. TIME IS OF THE ESSENCE IN COMPLETING WORK BY A MILESTONE DATE. Delays or possible delays in performance of the Work or in the completion of Milestone Dates will be reported promptly after Contractor’s discovery thereof to Buyer. Buyer and other contractors retained by Buyer may be performing work directly or indirectly affected by Contractor’s Project Schedule, and Contractor agrees to use best efforts in cooperating with other contractors to support Buyer’s overall operations schedules. Except as provided in Section 2.4 (Acceleration of Work and Compensable Delay), Contractor acknowledges and agrees that no extension to the date for Final Completion or other Milestone Dates identified in the Purchase Order or Project Schedule will be granted unless agreed to in writing by Buyer and Contractor.

### 2.3. Final Acceptance. No Work will be deemed to be accepted by Buyer until the earlier of Final Payment to Contractor or, if required by the Contract Documents, upon execution by Contractor and Buyer of a certificate of final completion. Neither Contractor nor Buyer may unreasonably withhold its execution of a certificate of final completion. However, Buyer is not required to accept the Work, including any Punchlist Work and any required documentation, unless it is completed to Buyer’s reasonable satisfaction. Contractor will, at its own expense, complete all Punchlist Work (including all corrections or replacements) and Test, or inspect, re-Test, or re-inspect, as appropriate, any portions of the Work so completed or corrected. Such tTests, inspections,and re-Tests, and re-inspections will be subject to verification by Buyer. Except as expressly provided herein, Final Acceptance will not waive any rights and remedies that Buyer has, or release Contractor from any duties and obligations that Contractor has, under the Contract Documents, including, but not limited to, breach of contract and warranty

### 2.4. Acceleration of Delayed Work and Compensable Delay. If Contractor is delayed at any time for any reason during the execution and completion of any portion of the Work, other than reasons attributable to Force Majeure, then, if requested by Buyer, Contractor will employ additional personnel and equipment as are necessary to accelerate the progress of the Work to meet the Milestone Dates identified in the Purchase Order or Project Schedule. Buyer will not pay and Contractor will bear Contractor’s increased costs related to Contractor’s delay and accelerated performance where delay is due to Contractor’s fault. If Contractor needs to accelerate or delay its Work due to a Compensable Delay, then subject to Contractor submitting a written claim to Buyer, Buyer will pay Contractor for Contractor’s reasonable increased costs resulting from the Compensable Delay Delay and issue a Change Order extending the Project Schedule as necessary. Unless otherwise agreed between the Parties, such payment will be on a reimbursable basis at the rates set out in the Purchase Order. Payment of Contractor’s claim for its increased costs and extension of the Project Schedule will be Contractor’s sole remedy for such a Compensable Delay.

### 2.5. Force Majeure. Neither Party will be in breach of a Purchase Order where its failure to perform or its delay in performing any obligation is due to a Force Majeure. The Party claiming Force Majeure will notify the other Party promptly of any failure to perform or delay in performing due to Force Majeure and will provide an estimate as soon as practicable of the time when the obligation will be performed. The Party claiming Force Majeure will notify the other Party in writing as soon as practicable after the beginning of the occurrence and immediately at the termination of such occurrence. The Party claiming Force Majeure will exercise due diligence in time and effort in order to restore normal conditions and re-establish working schedules as soon as the Force Majeure has ceased. The Parties will negotiate an Equitable Adjustment to the Project Schedule reflecting time lost and not recovered through acceleration of the Work not to exceed the period of the Force Majeure. Buyer will be responsible for any increased costs resulting from Buyer’s request for Contractor to accelerate performance of the Work to recover the Project Schedule due to Force Majeure.

### 2.6 Compliance with Laws and Buyer Policies and Procedures.

###  2.6.1. All Work performed hereunder and all Work Product generated in connection therewith will fully comply with all applicable Laws of any Governmental Authority that are applicable to the Work and any of Contractor’s obligations under the Contract Documents. Contractor will comply with all Policies and Procedures of Buyer and any of its Affiliates, including those in Exhibit B, which have been or will be provided to Contractor and/or posted on Exelon’s Supply Chain website. Buyer reserves the right to revise or update the Policies and Procedures from time to time, with or without notice to Contractor. At the request of Buyer, Contractor will acknowledge in writing which Policies and Procedures of Buyer it has reviewed. Contractor will require that all its Subcontractors comply with all requirements of this Section 2.6. If Contractor is unable to provide to Buyer data obtained or generated by its Subcontractors pursuant to this Section 2.6, Contractor grants Buyer the right to collect such data directly from Contractor's Subcontractors.  To facilitate the transfer of such data, Contractor will contractually obligate its Subcontractors to provide such data to Buyer.

###  2.6.2. Contractor and Buyer each agree to fully comply with the Laws of the United States relating to the exportation of commodities or technical data, including but not limited to 15 CFR Parts 730 et seq.*,* 10 CFR Part 110 and 10 CFR Part 810*,* as issued from time to time, or any successor Laws or regulations. In the event of any ambiguity or inconsistency between the provisions of this Section 2.6.2 and any other Section of these Terms and Conditions, this Section 2.6.2 will be controlling.  The receiving Party agrees to: (1) ensure that all receiving Party individuals who may have access to technical data that is controlled for export by the regulations noted above are generally or specifically authorized or licensed under such regulations; (2) to report to the Party sharing export-controlled information the nationality of any recipients of such information where required for purposes of reports to govermental agencies; and (3) to not retransfer any export-controlled information without the prior authorization of the sharing Party.  The receiving Party also agrees to contractually obligate any third party recipients of such information to comply with such regulations.

###  2.6.3. Anti-Corruption Compliance.  Contractor warrants that when dealing with any government official, political party, party official or candidate for any political office, Contractor will, and will cause each of its Subcontractors (of any tier), and Contractor Personnel of each of them to fully comply with the provisions of all applicable anti-corruption Laws including the U.S. Foreign Corrupt Practices Act and all relevant other anti-corruption Laws.  Specifically, Contractor warrants that in connection with any Work under these Terms and Conditions, it will not directly or indirectly give, offer, or promise anything of value to any Contractor Personnel, government official, political party, party official or candidate for any political office for the corrupt purpose of influencing or inducing any act or decision by any Contractor Personnel, government official or agency, or for the purpose of securing any improper advantage on behalf of Buyer or Contractor.  Contractor will cause Contractor Personnel who perform Work under any Purchase Order outside of the United States to be trained annually regarding the requirements of all relevant anti-corruption Laws and to annually certify the same.

 2.6.4. In the event that Work being performed subject to these Terms and Conditions involves contracting out a business function which was previously performed in-house by Exelon (“Outsourcing Services” or “Outsourced Services”), Contractor will be required to provide on an annual basis, at Contractor’s sole expense, one of the following SOC Reports by an auditor of national reputation when applicable to the Service provided to Buyer: (i) SOC Report 1 Type 2 Report – Applicable to Services that are relevant to Buyer’s financial statements and controls over financial reporting; or (ii) SOC Report 2 Type 2 Report – Applicable to Services where the AICPA Trust Services Principles and Criteria of Security, Availability, Processing Integrity, Confidentiality, or Privacy are relevant. With Buyer’s written consent, Contractor may substitute similar types of reports for these SOC reports, including ISO 27001:2013 certification.

###  2.6.5. Contractor, at its sole cost and expense, agrees to comply with any and all legal holds as issued by Buyer’s Legal Department. A legal hold suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. Buyer’s Legal Department determines and identifies what types of records, documents, or data are subject to legal hold. Buyer's Legal Department will notify Contractor if a legal hold is placed on records, documents, or data Contractor or its Subcontractors controls. Contractor must then preserve and protect the specified records, documents, or data in accordance with instructions from Buyer's Legal Department. A legal hold remains effective until it is officially released in writing by Buyer's Legal Department. If Contractor is uncertain whether specific records, documents, or data is subject to a legal hold, those records, documents, or data must be preserved and protected until such time Buyer's Legal Department can confirm their relevancy. In the event records, documents, or data placed on legal hold are required for review by Buyer’s Legal Department, Contractor, at its sole cost and expense, will work diligently to export all relevant records, documents, or data in a form that is reasonably reviewable.

### 2.7. Safety, Security and Environmental Requirements.

###  2.7.1. Safety. Contractor will be responsible for safety with respect to Contractor’s Work at the Site and will initiate and maintain an overall safety program (the “Contractor’s Safety Program”). Contractor will review and monitor the safety programs of Subcontractors to confirm that such safety programs are consistent with Contractor’s Safety Program. Contractor will promptly notify Buyer, in writing, of any material changes in Contractor’s Safety Program or if Contractor discovers any conflicts between Contractor’s Safety Program and Buyer’s safety requirements or any applicable safety Laws and safety requirements. Contractor’s duties and responsibilities for ensuring safety and protection of the Work will continue until such time as all the Work has been completed by Contractor and accepted by Buyer, including warranty Work after Final Payment. Contractor will take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury, or loss to: (i) All Contractor Personnel on the Site and all other persons who may be affected thereby; (ii) the Work and all Material to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of Contractor or any of its Subcontractors; and (iii) other property at the Site or adjacent thereto, including Buyer’s existing facility (if any). Contractor will erect and maintain, as required by existing conditions and progress of the Work, all necessary or appropriate safeguards for safety and protection, including posting danger signs and other warnings against hazards and notifying owners and users of adjacent utilities. Contractor will notify owners of adjacent property and of underground facilities and utility owners when the Work may affect them, and will cooperate with them in the protection, removal, relocation, and replacement of their property. Contractor will designate a responsible member of its organization at each Site whose duty will include enforcement of Contractor’s Safety Program. This individual will be Contractor’s Designated Representative unless otherwise designated by Contractor in writing to Buyer. Contractor will notify Buyer and post appropriate signs when the Work is will potentially affect Buyer’s operations or employees.

### 2.7.2. Security. Contractor will inform Contractor Personnel of, and enforce their compliance with, all applicable Laws and Policies and Procedures pertaining to access to, and security of, the Site which Contractor and Subcontractor Personnel may have occasion to visit. Site-specific requirements will be identified in the Contract Documents. Contractor will use its best efforts to ensure that Contractor and Subcontractor Personnel do not pose a threat to the safe working environment at any Buyer Site or the integrity of Buyer’s business operations. Contractor will take precautions acceptable to Buyer to keep all portions of the Work and the Site secure in every material respect, decrease the likelihood of accidents from any cause, and avoid vandalism and other contingencies which are liable to delay the Work or give rise to any claims or liabilities. Contractor will furnish and install all necessary equipment to provide safe means of access to all locations where Work is being performed. Contractor is responsible for receiving, storing, and securing all materials necessary to complete the Work that are delivered to the Site.

### 2.7.3 Reports of Accidents, Cyber Security Indicents, and Emergencies. Contractor will report promptly to Buyer any accident or unusual occurrence during performance of the Work, including personal injury or death to any Contractor Personnel or any member of the public, or any damage to any of Buyer’s property, the Site, or adjacent property. Reports of personal injury or death will be made verbally within three (3) hours to Buyer’s Designated Representative. Contractor will submit a written accident report to Buyer’s Designated Representative within twenty-four (24) hours after an accident. Contractor will promptly provide a verbal report of all Cyber Security Incidents, suspicious activities, or potential threats to the physical security of Persons and property on Buyer Sites. Contractor will immediately provide a verbal report of any Cyber Security Incidents that involve or are suspected to involve BES Cyber Assets. All reports must be made first to the ESOC at 1-800-550-6154, and then to Buyer’s Designated Representative. Contractor will provide updated written reports at Buyer’s request. The reports will include the date and time of the event (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the event, including a description of why the event occurred (e.g., a precise description of the reason for the system failure) and the measures being taken to address and remedy the event to prevent the same or a similar event from occurring in the future. Contractor will provide updated written reports at Buyer’s request. Contractor will immediately provide a verbal report of any event that may constitute an emergency situation or an immediate endangerment to public health, welfare, or the environment, to the ESOC and all parties required by Health and Safety Laws and Environmental Laws, including the National Response Center, and will also immediately notify (but in any event no later than eight (8) hours after discovery of the event) Buyer’s Designated Representative. In the event Buyer’s Designated Representative is unavailable, and in any event, Contractor will provide written notice to Buyer to be received no later than twenty-four (24) hours after the occurrence or discovery of the event. The written notice will include a detailed description of the event, including the time and location at which the event occurred or was discovered, and any known causes of the event, any actions taken, or to be taken, to stop or mitigate the event.

### 2.7.4 Environmental Requirements. Contractor will not bring, nor permit Subcontractors, or others performing the Work to bring onto the Site any Hazardous Substances except as specified in, or permitted by, the Contract Documents. If the Work requires the transfer to Buyer by Contractor of any chemical substance or mixture, or any material which may generate or release a chemical substance or hazardous material, Contractor will provide, before or with each such transfer, a current SDS and container labels, which include current, accurate, and complete information relating to product hazards and precautions for safe use. Should Hazardous Substances be specified in the Contract Documents, a copy of each SDS must remain with the material at the Site for the duration of the Work. Any excess or surplus Hazardous Substances which Contractor or a Subcontractor brings to the Site will be removed from the Site or disposed of as soon as possible by Contractor after use, in accordance with all applicable Health and Safety Laws and Environmental Laws and the requirements of the Contract Documents. Contractor will take precautions to prevent accidental releases or spills of material, including chemicals, petroleum products, gases, and litter. Contractor will report promptly to Buyer’s Designated Representative any spills or releases of any Hazardous Substances. In the event that Contractor Personnel encounter in the soil, air, or water at the Site, materials reasonably believed to be or contain Hazardous Substances in levels in excess of any applicable standards set forth under any Health and Safety Laws or Environmental Laws, Contractor will immediately stop the Work in the area affected and report the condition to Buyer’s Designated Representative and confirm such report within twenty-four (24) hours in writing. Contractor will take appropriate actions to prevent or contain the release, movement, spread, or disturbance of such Hazardous Substances and to protect persons and property and will notify Buyer immediately of such actions.

## 3. Warranties and Remedies for Work

### 3.1. Material Warranties. Contractor warrants that the Materials furnished to Buyer under these Terms and Conditions will: (1) comply with the Specifications contained in or developed in accordance with the Contract Documents, (2) be free from defects in design, workmanship and materials, (3) be conveyed to Buyer with good and merchantable title, (4) be free and clear of all security interests, Liens, encumbrances or claims of Contractor, Subcontractors and third-party suppliers, (5) be free of any claim of infringement, misappropriation, unfair competition or violation of any third-party right, including IP Rights, (6) be fit for the particular purpose intended therefor to the extent such purpose is set forth in the Contract Documents or otherwise known to Contractor, (7) be sourced, manufactured, sold and delivered in accordance with the then-prevailing applicable Laws, and industry standards and practices, (8) be fully tested in accordance with the Contract Documents, and (9) be of new manufacture, unless specifically noted otherwise in the Contract Documents.

### 3.2. Services Warranties. Contractor warrants that the Services furnished to Buyer under these Terms and Conditions will: (1) comply with the Specifications contained in the Contract Documents, (2) be free from defects in design, workmanship and materials, (3) be conveyed to Buyer with good and merchantable title, (4) be free and clear of all security interests, Liens, encumbrances or claims of Contractor, Subcontractors and third-party suppliers, and (5) be free of any claim of infringement, misappropriation, unfair competition or violation of any third-party right, including IP Rights, (6) be fit for the particular purpose intended therefor to the extent such purpose is set forth in the Contract Documents or otherwise known to Contractor, (7) be performed in accordance with the then-prevailing applicable Laws, and industry standards and practices,, and (8) be fully tested in accordance with the Contract Documents.

### 3.3. Remedies. If any of the Work does not comply with the foregoing warranties and Buyer gives Contractor notice of such noncompliance within two (2) years (or such other period as may be specified in the Purchase Order), after Buyer has accepted the Work (excluding any period the Work is not available for use because of breach or non-conformity with any warranty), then Contractor will (at its sole expense) promptly correct by repair or replacement any non-conforming Material, reperform any nonconforming Services and reimburse Buyer for the cost to repair or replace any Buyer Parties Property damaged or otherwise adversely affected by such non-conforming Material or Services; or, in the case of a Lien, then Contractor will promptly pay the cost of removing such Lien. The decision whether to repair or replace the Material will be made with the concurrence of Buyer, and the repair, replacement and reperformance will be scheduled consistent with Buyer’s operating requirements so as to minimize loss of production or use of the Work or of any plant or equipment of which the Work is a part. Notwithstanding any other provisions in these Terms and Conditions to the contrary, all costs and expenses associated with the identification of the non-conforming Work, repair, replacement, or reperformance of the non-conforming Work or Buyer Parties Property, including Buyer’s and Contractor’s investigations and root cause analyses; gaining access to or removal or replacement of systems, structures or other parts of Buyer’s facility; and all transportation costs, will be paid by Contractor, and Buyer may charge Contractor all expenses of unpacking, examining, repacking and reshipping any rejected Material. All warranties for any repaired, replaced or reperformed Work will be two (2) years from the date of Buyer’s acceptance of the repaired, replaced or reperformed Work, or for the duration of the unused warranty period if such period is longer (excluding that period, if any, during which the Work is not available for operation because of breach of the above warranties). Buyer’s inspection, testing, acceptance, payment, or use of any Material or Services will not affect the warranties and obligations of Contractor under these Terms and Conditions or the Contract Documents, and such warranties and obligations will survive any such inspection, testing, acceptance, payment, or use. In the event of Contractor’s failure to repair or replace the Work , in accordance with the terms hereof, Buyer, after notice to Contractor, may correct any deficiencies in, or replace the Work, at Contractor’s expense.

### 3.4. Assignment of Warranties. Contractor agrees that it will obtain and will and does hereby assign to Buyer the benefits of any warranties provided by Subcontractors or suppliers of the Services, and for material or equipment incorporated into the Material, and will perform its responsibilities so that such warranties remain in full force and effect. Such assignment will not relieve Contractor of its warranty obligations to Buyer under these Terms and Conditions or the Contract Documents.

### 3.5 No Substitutions, Counterfeit, Fraudulent and Substandard Materials. Contractor will assure that the Material supplied by Contractor matches the manufacturer part number and otherwise meets all requirements of the latest version of the applicable manufacturer data sheet, product description, and/or industry standard specified in the Contract Documents. No substitutions are permitted without a Change Order. If Contractor is not the manufacturer of the Material, Contractor will make all reasonable efforts to assure that the Material supplied under any Purchase Order hereunder is made by the original equipment manufacturer and meet the applicable manufacturer data sheet or industry standard.  Should Contractor desire to supply Material that may not meet the requirements of this paragraph, Contractor will notify Buyer of any exceptions and receive Buyer’s written approval prior to shipment of the replacement Material to Buyer. If suspect/counterfeit Material is furnished under this order or is found in any of the Material delivered hereunder, such items may be returned to Contractor.  Contractor will promptly replace such suspect/counterfeit Material with Material acceptable to Buyer, and Contractor will be liable for all costs, including but not limited to Buyer’s internal and external costs, relating to the removal and replacement of said Material. Before procuring Material for use in the Work, Contractor will ask its suppliers whether such Material is or will soon be Obsolete Material. Contractor will not use Obsolete Material without written approval of Buyer.

## 4. Contract Price, Taxes, Invoices and Payment.

### 4.1 Contract Price. In consideration for Contractor’s acceptable performance of the Work as set forth in the Purchase Order and other Contract Documents, Buyer will pay to Contractor the Contract Price. Unless otherwise expressly provided in the Purchase Order, the Contract Price will be a fixed price and include all costs associated with performance of the Work and compliance with the Contract Documents, including, but not limited to, labor and associated employment benefits, Materials, transportation and delivery charges, insurance, costs to obtain Permits or IP Rights necessary for Contractor’s performance, and Buyer’s use, of the Work, and all other fees, duties or charges. If a Purchase Order specifies payment on a time-and-materials or other variable price basis, the Purchase Order will set forth a Purchase Order Amount and, unless otherwise agreed upon in the Contract Documents, Contractor will not incur costs that exceed this estimated amount except upon Buyer’s prior written consent. Except as otherwise expressly provided in the Purchase Order, the Contract Price will be the sole and exclusive consideration for Contractor’s satisfactory performance of the Work.

### 4.2. Taxes. Except for United States state and local sales or use taxes or similar taxes (hereafter “Sales Tax”)-that apply to the Work and are imposed on a purchaser by Law, the Contract Price is inclusive of any and all taxes, fees, excises, and charges that are now or hereafter imposed by a Governmental Authority with respect to the Work, and Buyer will not be required or obligated to reimburse Contractor for any taxes or similar expenses which may arise or be incurred in connection with delivery of the Material or performance of the Services. The invoice will separately list taxable and nontaxable charges where applicable**.** Unless Buyer provides Contractor an exemption certificate or notifies Contractor that Buyer will pay such taxes directly to the applicable Department of Revenue, then Sales Tax, where applicable, will be billed on the invoice if Contractor is authorized by applicable Law to collect such tax.  To the extent Contractor is authorized to collect Sales Tax and Contractor fails to bill Buyer pursuant to this Section 4.2 for applicable taxes, then Contractor will be responsible for all penalties and interest payments associated with such failure (whether assessed to Buyer or Contractor).Buyer will reimburse Contractor for any interest, penalties, or expenses Contractor may incur as a result of Buyer providing Contractor with an exemption certificate that is disallowed by a Governmental Authority. Contractor will promptly furnish Buyer with all information Buyer requests for the purpose of determining the amount of any tax liability under these Terms and Conditions. Buyer will have the right to direct the basis on which any taxes included in the prices or for which it may be responsible will be paid or contested and to control any contest, including the right to initiate any contest, in the name of Contractor.  Notwithstanding the foregoing, Contractor will pay sales and use taxes on the purchase of all construction materials unless specific evidence of exemption from such tax is provided by Buyer. At the request of Buyer, Contractor will prepare, execute, and deliver to Buyer a Federal Form W-9 or the equivalent thereof. Contractor will comply with the reporting requirements of all Governmental Authorities, and, upon the request of Buyer, will provide proof that Contractor has complied with such reporting requirements.

### 4.3 Invoices and Payment. Contractor will submit invoices as follows: (i) if Work is complete in less than thirty (30) Days, then Contractor will submit an invoice within thirty (30) Days after completion of Work; or (ii) if Work is completed in more than thirty (30) Days, then Contractor will submit an invoice every thirty (30) Days for Work performed during the previous thirty (30) Day period. Unless otherwise specified in the Purchase Order, Contractor will submit the original invoice to Buyer’s Accounts Payable Department via email at the email address listed on the Exelon Supplier’s Website (<http://www.exeloncorp.com/suppliers>) (currently A/P-Invoices@exeloncorp.com) and a copy will be sent to Buyer’s Designated Representative. Each invoice will be clearly addressed to Buyer’s Accounts Payable Department email address, and will include Contractor’s name, address, Purchase Order number, release number (if applicable), Exelon catalogue identification number (if applicable) and corresponding unit price, date, and total amount due for the time period covered by the invoice. If the Work is being performed pursuant to a cost-plus or time-and-material (or any variation thereof) Purchase Order, each invoice will also include a detailed itemized list of the costs of Work covered by the invoice identifying the number of each class of employees, number of regular hours worked, number of overtime hours worked, rates charged, a copy of all Subcontractor itemized invoices, separately itemized charges for freight, for all material used, and for all special trucking and special heavy power tools, all adequately described, with all applicable sales and use taxes stated. No overtime hours will be charged to Buyer without Buyer’s prior written approval. Overtime hours will be billed as such rather than as a greater number of regular hours.  Each invoice will also identify all authorized expenses incurred during the time period, and will be accompanied by supporting documentation. All charges made pursuant to a Change Order issued in accordance with Article 5 (Changes in the Work), herein, will be shown separately on Contractor’s invoices, and will not be included with amounts applicable to the Contract Price as originally specified in the Purchase Order. All invoices covering additions to or credits due under these Terms and Conditions or a Purchase Order will refer to the specific Change Order issued by Buyer with respect to the addition or credit, and will not be honored unless this reference is included. Invoices that Buyer deems inaccurate or incomplete, in Buyer’s sole discretion, may be returned to Contractor for correction and re-submittal. Contractor’s final invoice for each Purchase Order will be marked "FINAL INVOICE," in any cover letter, forwarding email, and on each page of the final invoice, and an additional copy of this final invoice will be submitted to Buyer’s Designated Representative. Except as otherwise specified in the Purchase Order, Buyer will pay all undisputed invoices within forty-five (45) Days after receipt of the invoice. Buyer may retain, at its sole discretion, either (1) ten percent (10%) of each invoice, or (2) the amount of the final invoice, in either case until close-out documentation is received and deemed by Buyer, in its sole discretion, to be complete. Except as otherwise specified in the Purchase Order, Buyer will use one of the following preferred payment methods: (1) ePayables Virtual Credit Card (“**VCC**”) or (2) Automated Clearing House (“**ACH**”). Contractor must contact the Exelon Accounts Payable Department at Tel. 410 470-2000 to enroll in one of these programs, or send an email request to: (1) APePayables@exeloncorp.com for ePayables VCC, or (2) APInquiries@exeloncorp.com for ACH. Buyer may decline to pay an invoice, in whole or in part, due to any of the following: (1) material breach by Contractor of any of its obligations under these Terms and Conditions or Purchase Order, including the costs to Buyer of remedying the breach and all other costs directly attributable to other services that are required to be performed in connection with remedying such breach; (2) a notice of intent to Lien or Lien placed on the Work or Buyer’s property because of Contractor’s failure to properly pay Subcontractors; (3) reasonable evidence that the Work will not be completed by the Milestones specified in the Purchase Order or Project Schedule; (4) unsubstantiated or unsupported amounts billed by Contractor; (5) Contractor’s failure to submit an invoice within one hundred and eighty (180) Days of the applicable submission provisions set forth herein or in the Purchase Order; (6) Buyer’s purchase of insurance pursuant to Article 8, or (7) insolvency, or financial instability of Contractor; the appointment of a receiver or trustee for Contractor; or the execution by Contractor of an assignment for the benefit of creditors, which may or would affect Contractor’s ability to pay Subcontractors. On Work involving the construction of improvements to Buyer’s property, Contractor will have given Buyer evidence satisfactory to Buyer that all Liens, claims, obligations, and liabilities against Buyer (including the Work and the Site), or in respect to the Work or chargeable to Buyer have been fully paid, satisfied, and released. Such evidence will include Contractor’s final, unconditional Lien waiver for the final cost of the Work performed by Contractor. Acceptance by Contractor of Final Payment will constitute a waiver of all claims against Buyer under the Purchase Order for which the final invoice is issued. Buyer may setoff against any amount payable under a Purchase Order, any and all present and future indebtedness of Contractor to Buyer.

## 5. Changes in the Work.

###  Buyer will have the right to order changes to be made in the Work through a written Change Order, including changes in the Specifications, Drawings, designs, and time and place of delivery. No Change Order that is a Material Change will be binding upon the Parties unless the same is approved in writing by Buyer and Contractor. If a Change Order results in a Material Change, Contractor and Buyer will negotiate an Equitable Adjustment to the Contract Price. Equitable Adjustments will be reflected in the Change Order, except where the Parties expressly agree in the Change Order to address the issue of an Equitable Adjustment after the fact, e.g, due to emergent circumstances. If Contractor has any claim against Buyer for an Equitable Adjustment, notice of each such claim will be submitted promptly in writing to Buyer. Each claim will include Contractor’s detailed proposal therefor. Unless otherwise agreed to in writing by Buyer, Contractor will bear the costs of preparing such detailed proposal and any claim by Contractor will be deemed waived unless made in writing within ten (10) Business Days after the occurrence of the event which precipitated the claim. If Contractor reasonably believes that Buyer has made a change in the Work without issuing a written direction, Contractor will give Buyer written notice within seventy-two hours after such purported change, and if Contractor intends to request an Equitable Adjustment, it will follow the claims procedure described herein. If Contractor fails to provide timely notice, any subsequent request for increase in the Contract Price or for an extension of time will be waived, and the Parties agree that Buyer will be prejudiced as a result of late notice because of its inability to mitigate and/or substantiate any resulting costs or time extensions contemporaneously. Any resulting Equitable Adjustment will be reflected in a revised Change Order. If the Parties cannot agree on an Equitable Adjustment within forty-five (45) Days of Buyer’s receipt of Contractor’s proposal, either Party may refer the matter to dispute resolution under the provisions herein. Notwithstanding anything to the contrary, no claim will be allowed if asserted after Final Payment.

## 6. Delivery Terms; Loss or Damage; Title.

### 6.1. Delivery Terms. The delivery terms for Material arriving from international locations will be DDP – Buyer Delivery Dock, unless otherwise specified in the Purchase Order. The delivery terms for Material originating domestically will be DAP – Buyer Delivery Dock”, unless otherwise specified in the Purchase Order. Buyer may expedite deliveries. Contractor will notify Buyer promptly of any conditions affecting the Delivery Date. This notice will be required for conditions affecting both late and early delivery. Buyer may, at its sole option, pick up Material at Contractor’s shipping point upon reasonable notice to Contractor. Buyer may, at its sole option, accept or return deliveries that vary from (a) the Delivery Date or (b) quantities specified in the Purchase Order except for authorized partial shipments. If Contractor delivers Material to Buyer, the delivery charges will be separately listed within the invoice. If other delivery terms are specified in the Purchase order, Contractor will invoice Buyer only for actual freight or delivery charges passed through from the carrier. No additional delivery fees from Contractor are allowed.

### 6.2. Risk of Loss. Risk of loss or damage to the Work or to Buyer Parties Property in the custody of Contractor will remain with Contractor until Buyer accepts the Work, or, if required by the Contract Documents, Contractor and Buyer execute a certificate of final completion. If any loss of or damage to the Work or Buyer Parties Property occurs prior to the date of acceptance or, where required, the date Contractor and Buyer execute a certificate of final completion, Contractor will at its sole expense promptly repair or replace the portion of the Work affected. Unless otherwise provided in these Terms and Conditions, Buyer’s insurance policies will not in any event cover property of Contractor unless such property is built into or intended to be built into the Work and may be subject, in each case, to substantial deductible amounts. When Material is received at its destination in a damaged condition and a claim for such damage is denied by the carrier on the basis that such damage was attributable to Contractor, Contractor will repair or replace such damaged Material at no cost to Buyer. In any event, Contractor will assist Buyer without charge in establishing carrier liability for Material damage by supplying evidence that the Material was properly manufactured, packaged, and secured to withstand normal transportation condition.

### 6.3 Title. Title to any Material furnished by Contractor under a Purchase Order will pass to Buyer at the time Buyer has accepted the Work related to the Material.

## 7. Indemnification.

### 7.1. Indemnification for Damage, Loss or Injury. In addition to the indemnification obligations set forth elsewhere in these Terms and Conditions, Contractor will, to the fullest extent permitted by Law, indemnify, defend upon request, and hold harmless Buyer Parties against all losses, claims, damages, expense (including reasonable attorneys’ fees and other defense costs) and liabilities sustained or incurred by Buyer Parties for any damage, harm, loss or injury of any kind, direct or indirect, to any property or Person (including death), includingclaims for injuries or loss to employees of the Buyer Parties, Contractor and/or any Subcontractor, arising out ofany act, omission, conduct, negligence or breach by Contractor Parties and/or arising out of or in any manner associated with the Work under these Terms and Conditions or any contact or encountering with, or compromise or disruption of, any Buyer Parties Property, regardless of whether any such liability, damage, loss or injury is alleged to be caused by, result from or arise out of the negligence, fault or other liability of the Buyer Parties or any other party to be indemnified. Contractor will further, to the fullest extent permitted by Law, indemnify, defend Buyer Parties upon request, and hold Buyer Parties harmless against any loss sustained or incurred by Buyer Parties (including reasonable attorneys’ fees and expenses) for any breach or nonperformance by Contractor or its Subcontractors of any portion of these Terms and Conditions. Buyer Parties’ right to indemnification will specifically include loss or damage to Buyer Parties Property. Buyer Parties’ right to indemnification under this Section 7.1 will include, but not be limited to legal fees and/or expenses associated with obtaining legal advice, prosecuting or defending any legal claim regarding insurance coverage, breach of these Terms and Conditions,contractual indemnity under these Terms and Conditions, or defense of any lawsuit filed by anyone for any claim relating either to the Work, or performance thereof, or these Terms and Conditions***.*** Contractor indemnification of the Buyer Parties will include any costs or expenses (including reasonable attorneys’ fees and other costs) incurred by any Buyer Parties subpoenaed or otherwise required to participate in any proceeding pertaining to or involving a claim brought by any third party or Governmental Authority against or involving ContractorParties.

### 7.2. Indemnification for Claims by Governmental Authorities or Others. Contractor will indemnify, hold harmless, and upon request, defend Buyer Parties from any claim, liability, damage, expense, penalties, suit, or demand (including reasonable attorneys’ fees and defense costs) for claims by Governmental Authorities or others (including Subcontractors, Contractor Personnel, and Buyer Personnel) that (1) Contractor Parties failed to comply with any Law, (2) any of the Buyer Parties is an employer, co-employer or joint employer of any Contractor Personnel, or (3) Buyer Parties failed to comply with any Law by reason of any negligence or default by Contractor Parties.

## 8. Insurance.

### 8.1. Required Coverages. Contractor will provide and maintain, and will require each Subcontractor to provide and maintain, in effect during the performance of any Work under the Purchase Order minimum insurance coverage with carriers authorized to conduct business in the State in which the Work is to be done and otherwise satisfactory to Buyer, including: (a) Workers Compensation insurance (“WCI”) with statutory limits, as required by the state in which the Work is to be performed; (b) Employer’s liability insurance (“ELI”) with limits of not less than one million dollars ($1,000,000.00) each accident for bodily injury by accident, each employee for bodily injury by disease, and policy limit; (c) Commercial general liability (“CGL”) insurance (with coverage consistent with ISO Form CG 00 0104 13 or its equivalent with a limit of not less than one million dollars ($1,000,000.00) per occurrence and per project or per location aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, liability assumed under an insured contract and products/completed operations for not less than three (3) years from the date Buyer and Contractor execute a certificate of final completion, if applicable, or the date Buyer accepts the Work; (d) Automobile liability insurance (“ALI”) coverage (including coverage for claims against Buyer for injuries to Contractor Personnel) for owned, non-owned, and hired autos with a limit of not less than one million dollars ($1,000,000.00) per accident; and (e) Excess or Umbrella liability insurance coverage with a limit of not less than four million dollars ($4,000,000.00) per occurrence and per project or per location aggregate. These limits apply in excess of each of the above mentioned policies. Excess coverage will be follow form. The liability limits under Sections 8.1(b), 8.1(c), 8.1(d) and 8.1(e) may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling five million dollars ($5,000,000). If the Purchase Order involves or includes Contractor providing or performing design, engineering, consulting, or any professional service, professional liability insurance (“PLI”) with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. If Contractor will have access to Buyer’s Electronic Information Assets, Critical Cyber Assets, or Restricted Confidential Information, Contractor will provide and maintain Cyber Security Incident /Network Security Insurance with a limit of not less than ten million dollars ($10,000,000) per occurrence and in the aggregate. Coverage must include liability for financial loss resulting from or arising out of acts, errors, or omissions in the performance of contractual obligations assumed by Contractor under the Contract Documents, including: (i) breaches of Buyer’s information security Policies and Procedures; (ii) violation of any right to privacyor privacy Laws; (iii) Cyber Security Incidents and violation of any Cyber Security Laws; (iv) data theft, damage, destruction, or corruption, including unauthorized access, unauthorized use, identity theft, theft of Personally Identifiable Information or confidential corporate information, transmission of a computer virus or other type of malicious code; (v) denial or loss of service attacks; (vi) internet advertising and content offenses; (vii) defamation; (viii) errors or omissions in software or systems development, implementation and maintenance. Such insurance must address all of the foregoing if caused by Contractor or Subcontractor in performing the Services or Work under the Contract Documents. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world and cover data breach costs and expenses, whether or not required by applicable Law or otherwise. If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the Effective Date of the Purchase Order and coverage will be maintained in full force and effect for three (3) years after Final Completion, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties. Contractor will be responsible for any deductibles or self-insured retentions applicable to the insurance provided in compliance with Article 8.

### 8.2. Policy Requirements. To the extent permitted by applicable Laws, all above-mentioned insurance policies will: (1) be primary and non-contributory to any other insurance afforded to Buyer; (2) contain cross-liability coverage as provided under standard ISO Forms’ separation of insureds clause; (3) provide for a waiver of all rights of subrogation which Contractor’s insurance carrier might exercise against Buyer Parties (excluding PLI); (4) not require contribution before any Excess or Umbrella liability coverage will apply; and (5) having ratings of A-/VII or better in the Best’s Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificate of Insurance. All liability insurance policies (excluding PLI andWCI) will include the Buyer Parties, as additional insureds, will be primary to any other insurance carried by Buyer, and will provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 04 13 and CG 20 37 04 13, or their equivalents, and will maintain the required coverages for a period of not less than three (3) years from the date Buyer and Contractor execute a certificate of final completion, if applicable, or the date Buyer accepts the Work. Contractor will provide evidence of the required insurance coverage and file with Buyer a Certificate of Insurance acceptable to Buyer prior to commencement of the Work. Contractor will provide written notification to Buyer if the policies required by this Article 16 are canceled, allowed to expire or the limits materially reduced with at least thirty (30) Days prior written notice (ten (10) Business Days in the case of nonpayment of premium). Buyer may inspect any or all policies of insurance at any time in the event of a claim.

## 9. Limitation of Liability.

###  TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, BUYER WILL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER. SHOULD CONTRACTOR PERSONNEL SUE BUYER FOR ANY INJURY ALLEGEDLY RECEIVED WHILE PERFORMING WORK UNDER THESE TERMS AND CONDITIONS AND/OR ANY PURCHASE ORDER, CONTRACTOR AGREES TO WAIVE IN ANY SUIT FILED BY BUYER ANY LIMITATION OR CAP IMPOSED BY ANY LAWS, CASE LAW OR GOVERNMENTAL AUTHORITY ON THE DAMAGES THAT BUYER CAN RECOVER AGAINST CONTRACTOR IN A THIRD PARTY ACTION BY BUYER AGAINST CONTRACTOR.

## 10. Termination and Suspension

### 10.1. Termination With Cause. If either Party breaches any provision of the Purchase Order or other Contract Documents (including the failure by Contractor to adhere to the performance standards set forth in these Terms and Conditions or the Purchase Order), the other Party may give notice of such breach to the defaulting Party in writing. If the breach is not cured within ten (10) Business Days of receipt of such notice by the defaulting Party, the defaulting Party will be in default hereunder and the non-defaulting Party may elect Termination with Cause of the Purchase Order,in whole or part, effective upon delivery of written notice of such termination to the defaulting Party within ten (10) Business Days of such failure to cure, or to continue the Purchase Order subject to satisfaction of any assurances of performance from the defaulting Party. In the event either Party terminates a Purchase Order pursuant to this Section 10.1, Buyer will not be required to make any payments to Contractor with respect to Material that has not been delivered or Services that have not been performed as of the date of termination. If the sum of all previous deposits and payments under the applicable Purchase Order with respect to the Work so terminated exceeds the amount owed to Contractor with respect to Material that has been delivered and Services that have been performed as of the date of termination, the excess will be immediately refunded to Buyer.

### 10.2. TerminationWithout Cause. Buyer may, upon not less than thirty (30) Days prior written notice to Contractor, terminate a Purchase Order or other Contract Documents, in whole or part, for Buyer’s convenience (“Termination for Convenience”).

### 10.3. Suspension of Work. In the event that it is determined by Buyer or a Governmental Authority that the Work fails to comply with any Law or with any of these Terms and Conditions (including but not limited to Work performed by Contractor Personnel not deemed to be qualified) and Buyer is required to re-inspect and correct such Work, Buyer will have the right to direct that all Work be suspended and direct that the Work be performed in a manner that complies with such Law or Governmental Authority and Contractor will be liable to Buyer for all direct costs associated with such inspections including but not limited to excavation and re-performance of the Work, if required, to inspect or meet applicable Law. Buyer may at any time on written notice to Contractor extend, suspend, or delay Contractor’s performance of the Work for Buyer’s convenience (“Suspension for Convenience”) Upon receipt of Buyer’s notice of suspension, Contractor will immediately stop all Work under the Purchase Order and immediately cause its suppliers and Subcontractors to suspend such Work, unless Contractor is directed otherwise in the notice of suspension. Buyer will pay Contractor for all reasonable and unavoidable disbursements and expenses that Contractor has incurred or become obligated for as a result of a Suspension for Convenience.

### 10.4. Termination Charges.

###  10.4.1. If Buyer terminates a Purchase Order pursuant to Section 10.1 (Termination With Cause), Contractor will not be entitled to receive any further payments under such Purchase Order until all Work has been fully performed by Buyer or by some other Person on behalf of Buyer. Buyer will have the right to complete the Work by means other than the use of Contractor, and in doing so Buyer will have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. Contractor will bear any extra expenses incurred by Buyer in completing the Work, including all increased costs. After all Work has been completed, Buyer will calculate the total expenses for the completed Work. If the total expenses exceed any unpaid balance due Contractor, Contractor will be liable to Buyer and will pay the difference to Buyer on demand.

###  10.4.2. If Buyer terminates the Purchase Order in accordance with Section 10.2 (Termination for Convenience), or if Contractor terminates the Purchase Order pursuant to Section 10.1 (Termination With Cause), Buyer will pay Contractor for all reasonable and unavoidable disbursements and expenses that Contractor has incurred or become obligated for prior to the date of the notice of termination. Buyer will be entitled to all Material specially accumulated for the Work terminated, shipped at its expense to a place designated by Buyer. In no event will the aggregate termination charges plus payment for the Work exceed the Contract Price of the Work set forth in the relevant Purchase Order and Change Orders thereto. Payments by Buyer hereunder will be credited with: (1) prior amounts deposited or paid by Buyer under the Purchase Order, and (2) the amount of any salvage or resale value which may be realized with respect to any Material purchased or manufactured for the purpose of performing the Work and identified prior to termination, which Buyer does not elect to take. If the sum of all previous deposits and payments under the Purchase Order and salvage and/or resale with respect to the Work terminated exceeds the amount owed to Contractor hereunder, the excess will be immediately refunded to Buyer. Contractor agrees to take reasonable steps to minimize termination expenses.

### 10.5. No Overhead Costs or Profits. Whether Buyer terminates the Purchase Order with or without cause or suspends Contractor’s Work, in no event will Buyer be responsible for overhead costs associated with Work not performed by Contractor, for any profits Contractor would have earned if it had completed Work, or for any special, consequential, incidental, or indirect damages. Contractor, upon request, will also deliver and assign to Buyer, and Buyer may at its discretion assume, any and all contracts, Subcontracts, purchase orders, and options made by Contractor in performance of the Work. Contractor will return to Buyer, at no charge, all originals and copies of Buyer Data in Contractor’s possession except that Contractor may retain photocopies of all relevant documents for its own files, and all other materials relating to governmental permits, orders placed, bills, invoices, Lien waivers, and financial management under these Terms and Conditions. Contractor will cooperate with Buyer to transition performance of the Work to Buyer or a third-party contractor. No action taken by Buyer after termination will prejudice any other rights or remedies of Buyer provided by law, by the Contract Documents, or otherwise upon such termination.

### 10.6. Contractor’s Duties Upon Termination. If Buyer notifies Contractor that it is terminating a Purchase Order, as provided in this Article 10, Contractor will immediately discontinue the Work, and Buyer will be entitled to take possession of the Site and all or any part of the Work not owned by Contractor, including Material delivered or in transit to the Site. If requested by Buyer, Contractor will make every reasonable effort to cancel any existing orders, Subcontracts and contracts specified by Buyer upon commercially reasonable terms satisfactory to Buyer. Notwithstanding any termination, Contractor will take such steps as are reasonably necessary to preserve and protect Work completed and in progress and to protect Material at the Site, stored off-site, or in transit. Should Buyer’s termination of Contractor be partial, Contractor will proceed to complete the portions of the Work, including Work pursuant to other Purchase Orders not terminated

### 10.7. Resumption of Work. If Buyer extends, delays, or suspends Contractor’s performance under Section 10.3 (Suspension of Work), Contractor will thereafter resume such Work as soon as is practicable when directed to do so by Buyer. Any dates for performance by Contractor which are affected by an extension, delay, or suspension of Buyer will be extended for a period not to exceed the time lost by reason of the extension, suspension, or delay. With the exception of extensions, suspensions, or delays resulting from a Force Majeure event,Contractor will also be entitled to an increase in the Contract Price for the Work to cover Contractor’s incremental direct costs by reason of the extension, suspension, or delay and for which Contractor is not compensated by any price adjustment provisions in the Contract Documents. Contractor will take all reasonable steps to minimize these costs.

## 11. Intellectual Property and Infringements.

### Unless otherwise agreed to in writing by Buyer, in the event and to the extent that the Work produced by Contractor contains any Intellectual Property to which Contractor or a third-party have IP Rights, Contractor hereby grants to Buyer an irrevocable, perpetual, paid-up, non-exclusive, royalty-free, world-wide license to use Contractor’s and third-party’s Intellectual Property incorporated in the Work. Contractor will pay all royalties and license fees which are necessary for Contractor’s performance of the Work and Buyer’s use of any third party IP Rights incorporated into the Work. Except as provided in this Article 11, Buyer will receive no right or interest in and to Contractor’s Intellectual Property. Subject to the provisions of Article 15 (Confidential Information), Contractor will make available to Buyer Contractor Intellectual Property incorporated into the Work, before and after Final Completion,in order to permit Buyer to secure or maintain in effect any license or permit for the Site or facility for which the Work is intended, or otherwise to use or obtain the full benefits of the Work. Buyer and Contractor agree that this Material IP Information provided will only be for Buyer's internal use but may be provided to third parties engaged by Buyer to assist with use of or to provide service to Buyer for or upon the Work. Any third party having access to such Material IP Information will agree in writing to be bound to the nondisclosure and use provisions substantially similar in all material respects to those in Article 15. Contractor will at its own expense defend any claim brought by others against a Buyer or its successors and assigns because the sale or use of the Material or performance of the Work infringes, or is alleged to infringe, directly or contributorily, on IP Rights or is the basis for a claim of unfair competition resulting from similarity in design, trademark, or appearance of goods by reason of the sale or use of the Work; and Contractor will indemnify and hold Buyer harmless from any liability of any nature or kind (including advancement of all costs or expenses (including attorneys’ fees), arising out of any infringement or alleged infringement or claim of unfair competition. In addition, Contractor will indemnify and hold Buyer harmless against, and will pay all awards of damages assessed and all costs of suit adjudged against Buyer in such suits or proceedings, provided Buyer promptly gives Contractor such information and assistance as is readily available to Buyer, and authority as may be necessary to enable Contractor so to do. At Buyer’s expense, Buyer may be represented by and actively participate through its own counsel in any such suits and proceedings if it so desires. In case any part of the Work is held in any such suit to constitute infringement, misappropriation or violation of any IP rights, or its use is enjoined at any time after a claim of infringement arises, in addition to its indemnification obligations herein, Contractor will (at Buyer’s option), promptly either (1) secure for Buyer the perpetual right to continue the use of such part of the Work by procuring for Buyer a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, (2) replace at Contractor’s own expense such part of the Work with an adequate non-infringing part or modify it so that it becomes non-infringing, but only if the replacement or modification does not adversely affect Buyer’s acquisition costs, operating or maintenance costs, construction or operating schedules, operation or maintenance procedures, public relations, employee relations, any license or permit affecting Buyer’s property or any other matter relating to Buyer’s property or its operation, or (3) refund the entire Contract Price relating to the Work affected.

## 12. Contractor Personnel.

### 12.1 Qualifications. Contractor Personnel will maintain all professional qualifications, licenses, permits, certifications and skills and appropriately complete all training required by applicable Laws or necessary for the performance of the Work. Contractor will only employ, and will take reasonable steps to ensure that its Subcontractors only employ, persons who are lawfully eligible to perform the Work. Contractor will obtain, verify, and maintain evidence of the identity and employment eligibility under applicable U.S. Laws for all Contractor and Subcontractor Personnel performing Work at Sites. This will include compliance with the U.S. Citizenship and Immigration Service’s I-9 process. The Purchase Order will designate any Contractor Personnel assigned to perform Work under a Purchase Order as Key Personnel. Contractor will take reasonable steps to ensure Key Personnel will remain available to perform the Work until Final Completion. Should Key Personnel become unavailable to perform the Work assigned to them, for any reason, and Contractor cannot provide an equally qualified replacement acceptable to Buyer, Buyer reserves the right to terminate these Terms and Conditions as set forth in Section10.1 (Termination With Cause) herein.

### 12.2. Compliance with Exelon GPPMA. In connection with a Purchase Order and except as otherwise expressly provided by Buyer, if Contractor (1) performs (or plans to perform) any craft Work at a Site or (2) hires (or plans to hire) any craft labor to perform Work at aSite, subject to the GPPMA, then Contractor (or if applicable, such Subcontractor performing the Work and/or hiring craft labor) will execute a Letter of Assent, which represents such signatory’s agreement to the terms and conditions set forth in the Exelon GPPMA prior to commencement of Work at such Site.

### 12.3. Material Source Laws. Contractor represents and warrants that (i) Contractor and all suppliers, Subcontractors and agents involved in the production or delivery of Materials hereunder strictly adhere, and will continue throughout the term of these Terms and Conditions to strictly adhere, to all applicable Laws in the jurisdictions in which the Materials are produced or delivered with respect to the operation of their production and manufacturing facilities and their other business and labor practices, including Laws governing the working conditions, wages, hours and minimum age of the workforce; (ii) the Materials have not been, and will not be, produced or manufactured, in whole or in part, by child labor or by convict or forced labor; and (iii) the Materials will not have been transshipped for purposes of avoiding compliance with labor Laws. Contractor further agrees promptly upon Buyer's request to furnish such documentation as may be required by Buyer to evidence compliance with the foregoing.

### 12.4. Independent Contractor. Contractor, in furnishing the Work, is acting as an independent contractor, and Contractor has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Work to be provided by Contractor under these Terms and Conditions. All Contractor Personnel who perform any portion of the Work hereunder for Contractor will be, and remain, employees of Contractor, and Contractor will be solely responsible for payment of compensation to such Persons as well as all applicable federal, state and local income and employment tax withholding and reporting for all such Contractor Personnel. Buyer Parties are not, and will not be construed to be, an employer (common law or otherwise), co-employer or joint employer of any Contractor Personnel. Neither Contractor (or its Subcontractors) or any Contractor Personnel is an agent of the Buyer Parties, and no such party or person has any authority to represent the Buyer Parties as to any matters, except as expressly authorized in the Contract Documents. Contractor will assume full responsibility for payment of all federal, state, provincial and local taxes, withholding or contributions imposed or required under unemployment insurance, social security and income tax Laws with respect to all Contractor Personnel. Should any of the Buyer Parties be required to pay any amount to a Governmental Authority for failure by Contractor (or its Subcontractors) to withhold any such amount as may be required by Law, Contractor will indemnify each of the Buyer Parties for any such amount so paid, including interest, penalties and fines.

### 12.5. Former Employees and Retirees.

###  12.5.1. Prior to commencement of Work by any Contractor Personnel who will (1) have access to any Buyer or its Affiliates’ assets, including buildings, properties, computer systems, Confidential Information, and/or employee or customer information, and/or (2) have contact with any Buyer or its Affiliates’ customers, Contractor (or its Subcontractor), will obtain from such Contractor Personnel, either directly or through its Subcontractors, a completed and signed TPPA. Contractor will provide a copy of each TPPA to Buyer’s Designated Representative and maintain the original of each TPPA for Contractor Personnel for a period of six (6) years following the termination of Contractor Personnel.

###  12.5.2. Based upon such executed Third Party Personnel Acknowledgements and prior to commencement of any Work by any such proposed new Contractor Personnel, Contractor will provide to Buyer’s Designated Representative a written notice that identifies the names (and if possible the former Exelon or Affiliate Employee identification number) of Contractor Personnel assigned to provide Work to Buyer who identify themselves as a former employee of one of the Buyer Parties or a Retiree of one of the Buyer Parties. Notwithstanding any other provision of these Terms and Conditions, Buyer reserves the right, to request additional information about any Contractor Personnel, to reject any proposed Contractor Personnel, and to request the removal (with or without replacement) of any or all Contractor Personnel from performing Work for Buyer hereunder and/or from any Buyer worksite at any time at its sole discretion. In the event Buyer rejects any proposed Contractor Personnel or requests the removal of any Contractor Personnel from any Work and/or Buyer Site Contractor will promptly remove such Contractor Personnel from providing Work to Buyer and provide a suitable replacement that meets all requirements of the Contract Documents. In the event Buyer requires the removal of any Contractor Personnel, Contractor will also ensure a prompt and smooth transition of all knowledge, information and data from such Contractor Personnel to his or her replacement.

 12.5.3. Staff Augmentation Services. Neither Contractor nor its Subcontractors will: (1) allow any Contractor Personnel to perform Staff Augmentation Work for Buyer outside of Buyer’s MSP program without written authorization from Buyer’s Designated Representative; (2) assign any Contractor Personnel to perform Staff Augmentation Work for the Buyer Parties for a total period of time in excess of two (2) years (calculated from the start date of the Staff Augmentation assignment), without a break in service of at least ninety (90) consecutive days, unless Buyer grants a written exception for such Contractor Personnel to the time limit; (3) report income for any of its Contractor Personnel performing Staff Augmentation work to the Buyer Parties, to the IRS on Form 1099; or (4) allow any Contractor Personnel to commence Staff AugmentationWork for the Buyer Parties until Contractor has executed and returned to Buyer Exhibit K (Staff Augmentation Services Special Terms and Conditions).

 12.5.4. Retirees. In addition to the requirements of Section 12.5.3, neither Contractor nor its Subcontractors will allow any Retiree to perform any Staff Augmentation Services for the Buyer Parties unless the following conditions are met:

(1) the Retiree has been retired at least six (6) months prior to commencement of Staff Augmentation Services;

(2) there was no arrangement reached between Buyer or its Affiliates and Contractor or Subcontractor before the Retiree’s retirement date, or within six (6) months thereafter; and

(3) if the Retiree is receiving payments from a Retirement Plan in the form of an annuity, the Retiree may not perform Staff Augmentation Services for Buyer and its Affiliates for more than six (6) months, followed by a six (6) month break in service from performing Staff Augmentation Services for Buyer and its Affiliates, unless the Retiree agrees in writing to a suspension of the annuity payments after the first six (6) months in substantially the form of the TPPA. Suspension of annuity payments will not apply to Retirees who perform Services for Buyer and its Affiliates for no more than twenty (20) hours per week or six (6) months out of any rolling twelve (12) month period. In no case may a Retiree exceed one thousand (1,000) hours of Staff Augmentation Services in a rolling twelve (12) month period without suspension of annuity payments.

### 12.6. Audit. In addition to any other audit rights under these Terms and Conditions, Contractor agrees that Buyer, or any of its authorized representatives acting on Buyer’s behalf, may upon reasonable request, audit Contractor’s files and records regarding the utilization of Contractor Personnel hereunder, including all TPPA’s, personnel, employment eligibility verification, background investigations, and wage and hour records. This Section 12.7 will survive termination of these Terms and Conditions, and any Purchase Order issued hereunder, for a period of six (6) years.

### 12.7. Background Investigations.

 12.7.1. Requirements. Except where background checks are performed by Buyer per Section 12.7.3, Contractor will conduct a Background Investigation in accordance with this Section 12.7 for any Contractor Personnel: (1) who will have unescorted access to any Buyer or its Affiliates’ assets, including buildings, equipment. Electronic Information Assets, properties, Confidential Information and/or employee or customer information; (2) have unescorted contact with any Buyer or its Affiliates’ customers; or (3) when required in the Purchase Order. Such Background Investigations must be completed for each Contractor Personnel prior to the first day upon which such Contractor Personnel begin to perform the Work. The purpose of the Background Investigation is to ensure application of an appropriate level of security to Contractor Personnel who may affect the reliability, safety and integrity of Buyer’s business and assets. At a minimum, the Background Investigation must include the items set forth in Exhibit F. Contractor is responsible for initiating, evaluating and completing all Background Investigations in accordance with any applicable Laws, including the Fair Credit Reporting Act. Additionally, any Contractor Personnel who will have unescorted access to: (i) Personally Identifiable Information, (ii) trade secrets; (iii) Material Business Information; or (iv) will be executing, monitoring or reviewing a key financial control for Sarbanes-Oxley Section 404 compliance will be required to have a credit check. Any requirement for a Contractor Personnel to have a credit check will be set forth in the applicable Purchase Order between the Parties and will only be conducted in accordance with applicable Laws. The Background Investigation and Credit Checks will be a minimum requirement, and some Buyer business units or departments may have more stringent Background Investigation requirements for particular roles as permitted or required by applicable Law, including: (1) license or professional certification verifications; (2) physical and psychological examinations, including random drug testing; (3) education verifications; and/or (4) driver’s license/MVR check. Any requirement to have the additional Background Investigation set forth under paragraph (c) will be addressed in the applicable Purchase Order between the parties. Contractor will be responsible for conducting the Background Investigation at its own expense and will not be entitled to recover costs thereof unless both Parties agree, in writing, in advance of the background Background Investigation. Contractor is responsible for initiating, evaluating and completing all Background Investigations in accordance with the Fair Credit Reporting Act and any applicable Laws. Contractor will require all Subcontractors and Contractor Personnel to self-report to Contractor any criminal convictions of Contractor Personnel who (1) have access to any Buyer or its Affiliates’ assets, including buildings, properties, computer systems, trade secrets, Confidential Information and/or employee or customer information, and/or (2) have contact with any Buyer or its Affiliates’ customers, unless such a requirement conflicts with applicable Laws.

###  12.7.2. Contractor Responsibilities. For each Contractor Personnel, Contractor will submit a written Background Investigation certification (letter or affidavit) confirming that the Background Investigation has been conducted in accordance with the requirements of this Section. In all situations, Contractor will evaluate the eligibility of all Contractor Personnel in accordance with all applicable Laws, including but not limited to federal guidance related to the use of criminal records issued by the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs. An individual with a history of one or more convictions of a crime may be deemed to pose an unacceptable safety or security risk to Contractor or Buyer or its Affiliates and therefore may be removed from further consideration for the position in question. At a minimum, Contractor will consider the nature and gravity of the offense or conduct; the nature of the duties of the job the individual would be assigned; the number of offenses for which the individual was convicted; the age of the individual at the time of conviction, or release from incarceration; evidence that the individual has performed the same type of work, post conviction, with no known incidents of criminal conduct; the length and consistency of employment history before and after the offense or conduct; rehabilitation efforts, e.g., education/training; employment or character references; whether the individual is bonded under a federal, state, or local bonding program and any other information regarding fitness for the particular position. At all times, the guiding principle will be whether *this particular applicant/employee* based on all of the factors set out above, presents an unacceptable safety or security risk. Contractors will not consider arrests that do not result in findings of guilt unless Contractor has evidence that the individual has engaged in the conduct for which he or she was arrested. Similarly, where a credit report is required, Contractor will make an individualized assessment whether *this particular applicant/employee* represents an unacceptable safety or security risk. Applicants will not be rejected based merely on evidence that, through no fault of their own, they have been unable to pay their bills. Contractor shall not assign any Contractor Personnel to perform the Work or shall promptly remove and replace any Contractor Personnel under any Purchase Order if a Background Investigation, self-report, credit check or other information referenced in this Section shows items that, in the aggregate, *this particular applicant/employee* based on all of the factors set out above, presents an unacceptable safety or security risk to Persons at the Site, Buyer’s or its Affiliates’ assets or customers, or performance of the Work. If an individual refuses to consent to performance of a Background Investigation described herein, Contractor shall not be in breach of these Terms and Conditions as a result of such individual’s refusal to consent to such Background Investigation, provided that Contractor (i) does not assign or promptly removes and replaces such Contractor Personnel as provided above, and (ii) continues to perform the Services in all material respects and in accordance with these Terms and Conditions.

### 12.7.3. Buyer Background Checks. Buyer may perform a background check on Contractor Personnel, at Buyer’s expense, if Buyer determines that Contractor performs any Workrelating to critical assets, equipment, facilities or systems of Buyer or its Affiliates, including the Critical Cyber Assets or BES Cyber Systems, or (2) requiring unescorted access at Buyer’s nuclear facilities. Contractor will fully cooperate with Buyer including but not limited to obtaining consent from such Contractor Personnel, Contractor agrees that Buyer may provide such information to NERC, FERC, or an entity with authority delegated from them in order for Buyer to demonstrate its compliance with applicable Law, including NERC Reliability Standard Requirements applicable to Critical Cyber Assets or BES Cyber Systems, and NRC regulations.

### 12.7.4. Site Control and Termination of Contractor Personnel Access. Buyer may immediately stop Work and/or remove, and deny access to the Site to any Person for whom Contractor is responsible under the Contract Documents and who is suspected by Buyer of: (i) committing a criminal offense; (ii) violating the Site-specific safety and security policies, practices and procedures, including Contractor’s Safety Program and policies adopted by Contractor; or (iii) otherwise posing a threat to the safety and security of the Site or other Buyer facility. Contractor will immediately notify Buyer in writing when any Contractor Personnel: (i) no longer requires access to Buyer’s or its Affiliates’ assets, (ii) a Contractor Personnel is terminated or his or her employment is otherwise ended, or (iii) the Work is either completed or terminated, so that Buyer can discontinue access for such Contractor Personnel. Contractor will immediately notify Buyer to terminate access to Sites for any Contractor Personnel that is: (i) suspended or terminated from employment for cause, or (ii) that Contractor reasonably believes may pose a threat to the safe working environment at or to any Site, including to employees, customers, buildings, assets, computer systems, trade secrets, confidential data, and/or employee or customer information and Contractor will take all steps reasonably necessary to immediately deny such Contractor Personnel access to the Site and its customers, and return to Buyer any Buyer-Furnished Property in the possession of such Contractor Personnel.

### 12.8. Firearms, Weapons and Explosives. Contractors and Contractor Personnel may NOT possess firearms, weapons, or explosives of any nature or description (fireworks, any other device of explosive nature, bows and arrows, crossbows, sling shots, guns, ammunition, and knives other than those typically used for Work, or any other weapon) while in performance of their duties or at any time while on Buyer owned, leased or controlled property, including all buildings, vehicles, common areas and parking lots, unless expressly exempted in writing by Buyer Chief Security Officer. Storage of a firearm in a vehicle during working hours is not permitted by Contractor or Contractor Personnel, except where employers are expressly required by state law to allow employees to bring weapons to work.  This restriction applies even if the Person has a license that allows him or her to keep firearms in his or her vehicle. The state law exception does not apply to nuclear Sites regulated by the NRC. Federal law does not allow weapons on any property owned by a nuclear licensee, including the corporate headquarters, nuclear plants, parking lots and other nuclear property. The willful unauthorized introduction of any dangerous weapon, explosive, or other dangerous instrument or material likely to produce substantial injury or damage to persons or property into or upon these premises is a Federal crime. To the extent that Contractor Personnel are required by Buyer to carry a weapon in the course of their assigned job duties, such Contractor Personnel must adhere to Buyer’s Firearms, Weapons and Explosives Security Policy (SY-AC-05), except as required to carry out those job duties as set forth in the applicable Purchase Order or Contract Documents. Buyer may conduct security inspections or searches of any Contractor or Contractor Personnel personal property (including personal vehicles) located on any of its premises in any manner it considers appropriate to help maintain a safe work environment, protect property, prevent loss from theft, and/or comply with legal requirements. Violations of this policy, including a refusal to a search, will subject Contractors and Contractor Personnel to discipline up to and including termination of Contractor Personnel access, termination of Purchase Orders, and possible criminal sanctions depending on the location of the violation.

### 12.9. Alcohol and Drugs**.**

12.9.1 Contractor will not permit Contractor Personnel to consume, use, possess, conceal, distribute, or purchase alcoholic beverages or unlawful Drugs while performing Work for Buyer or while on Buyer Sites.

12.9.2. Contractor will not permit Contractor Personnel to perform Work for Buyer or enter Buyer Sites if under the influence of alcoholic beverages or Drugs.

12.9.3. Contractor will notify Buyer’s Designated Representative of Contractor Personnel taking lawfully prescribed or over the counter medication that may impair alertness, judgment or any other ability to perform job duties.

12.9.4. Contractor Personnel who are required to have Unescorted Access to, or otherwise perform Work at, Buyer’s nuclear facilities, and Contractor Personnel who are subject to Department of Transportation requirements may be subject to fitness for duty and self-reporting requirements.

12.9.5. Contractor will not permit any Contractor Personnel to drive or operate any motor vehicle, including Buyer’s vehicle, as part of their job duties if their driver’s license has been suspended, revoked, or restricted.

12.9.6. Any Contractor Personnel found to be in violation of any provision of this Section 22.8 will be immediately removed from Buyer’s Sites and Work. All such violations will be reported to Buyer’s Designated Representative and may be grounds for permanent removal from Buyer’s property and Work.

## 13. Subcontractual Relations.

###  Subject to these Terms and Conditions, Contractor may employ Subcontractors in connection with the Work only upon prior written approval by Buyer. Buyer may withhold any such permission in its sole discretion and, in any event, if the Subcontract does not provide to Buyer’s satisfaction for the confidentiality of the Confidential Information and the assignment to Contractor or Buyer of all rights in the Work. Any portion of the Work to be performed for Contractor by a Subcontractor will be performed pursuant to an appropriate Subcontract. No Subcontract will relieve Contractor of its obligations under the Contract Documents.

## 14. Work Product.

###  The Work Product will be the sole and exclusive property of Buyer. Contractor agrees to disclose to Buyer the existence of any Work Product of which Buyer would not otherwise be aware promptly upon its creation. Contractor agrees to assign and hereby does assign to Buyer the sole and exclusive right, title and interest in all Work Product. Contractor will execute and deliver to Buyer, and will cause Contractor Personnel to execute and deliver to Buyer, any and all documents that Buyer may reasonably request to convey to Buyer any interest Contractor or Contractor Personnel may have in any Work Product, or that are otherwise necessary to protect and perfect Buyer’s interest in such Work Product. Contractor will take and cause its Subcontractors and Contractor Personnel to take such other actions as Buyer may reasonably request to perfect and protect Buyer’s interest in any Work Product. Contractor will be compensated at the hourly rate last in effect between the Parties for any time expended in connection with assistance rendered by its personnel under this Article 14.

## 15. Confidential Information

### 15.1. Contractor’s Obligations. During the term of these Terms and Conditions and thereafter, except as Buyer may authorize in writing, Contractor will and will cause its Subcontractors and Contractor Personnel to treat and cause to be treated as confidential and proprietary all Confidential Information in their possession. In furtherance thereof, Contractor will:

###  15.1.1. take commercially reasonable steps to consistent with industry practices to prevent the disclosure of Confidential Information except as permitted by these Terms and Conditions or otherwise agreed to in writing by Buyer;

###  15.1.2. use Confidential Information only in connection with the performance of the Work pursuant to these Terms and Conditions or the Purchase Order;

###  15.1.3. make copies of any Confidential Information only as necessary for the performance of such Work;

###  15.1.4. remove any Confidential Information from the Site or Buyer’s Electronic Information Assets only with the express written permission of Buyer;

 15.1.5. disclose Confidential Information only to Contractor Personnel who have a need to know the Confidential Information in connection with the performance or use of the Work;

###  15.1.6. destroy or return Confidential Information to Buyer promptly following the request of Buyer, and in any event upon completion of Work pursuant to these Terms and Conditions or the Purchase Order;

 15.1.7. provide written certification to the Buyer of the completion of the requirements defined in Section 28.1.6; and

###  15.1.8 follow any additional instructions regarding the protection of Confidential Information included in the Contract Documents or as otherwise agreed to by the Parties in writing..

### 15.2. Exclusions. Confidential Information will not include: (1)is or becomes generally available to the public other than as a result of disclosure by Contractor Personnel; or (2) was within Contractor’s possession prior to being furnished by the Buyer on a non-confidential basis; (3) . becomes available to Contractor on a non-confidential basis from a source other than Buyer; or (4) is developed by or for Contractor without any use of or reliance upon Confidential Information of Buyer. Confidential Information will not be deemed to fall within these exclusions merely because it is included with information that does fall within such exceptions. To the extent applicable under the Defend Trade Secrets Act of 2016, 18 U.S.C. Sections 1833(b)(3) and (b)(4), Contractor is notified that an individual will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

### 15.3. Disclosure Pursuant to Order of Governmental Authority. Notwithstanding the foregoing, Contractor may disclose Confidential Information to the extent that disclosure is ordered by a Governmental Authority of competent jurisdiction, provided that Contractor will provide notice to Buyer of the order for such disclosure promptly upon receiving it and that Contractor will fully cooperate with Buyer in any effort by Buyer to seek reconsideration or appeal of such order, or to secure a protective order governing such disclosure.

### 15.4 Injunctive Relief. Contractor acknowledges that the breach of any of the covenants contained in this Article 15 will result in irreparable harm and continuing damages to Buyer and Buyer’s business, and that Buyer’s remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Buyer at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant, including an injunction restraining Contractor from disclosing, in whole or in part, any Confidential Information and Contractor hereby waives, and will cause Subcontractors and Contractor Personnel to waive, any requirement for the securing or posting of any bond or other security in connection with any such remedy. Contractor will pay all of Buyer’s costs and expenses, including reasonable attorneys’ fees, accountants’ fees, and other costs incurred in enforcing such covenants.

15.5 Buyer’s Restricted Confidential Information, Buyer’s Electronic Information and Buyer’s Electronic Information Assets. If Contractor and any of its Subcontractors will have access to Buyer's Restricted Confidential Information then Contractor and such Subcontractors will comply with Exhibit H (Restricted Confidential Information Special Terms and Conditions)which is incorporated into these Terms and Conditions to afford additional protections for such information**.** If Contractor and any of its Subcontractors will have access to Buyer’s Restricted Confidential Information as Electronic Information or access to Buyer’s Electronic Information Assets, Contractor and such Subcontractors will comply with Exhibit L (Cyber Security Special Terms and Conditions),which is incorporated into these Terms and Conditions to afford additional protections for such information.

### 15.6. No Warranty. Except as otherwise expressly provided in the Purchase Order, Confidential Information is provided on an “As-Is” basis, with no warranty of any nature whether oral or written, statutory, express or implied and Buyer will have no liability whatsoever to Contractor relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Nothing in this Article 28 will be obligate Buyer to share or exchange any specific information with Contractor or to supplement or update any information previously furnished.

## 16. Dispute Resolution.

The Parties will attempt in good faith to resolve all Disputes promptly by negotiation as follows. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the individuals who have previously been principally involved in the Dispute will meet at a mutually acceptable time and place within ten (10) Business Days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the matter has not been resolved within thirty (30) Days from the referral of the Dispute to senior executives or if no meeting of senior executives has taken place within fifteen (15) Days after such referral, either Party may initiate such legal action as it deems appropriate. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator will be given at least three (3) Business Days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Article 16 are confidential and protected from subsequent testimonial disclosures, and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. In the case of any Dispute, Contractor will continue to perform the Work pending final determination of the Dispute, and Buyer will continue to make payments to Contractor in accordance with the Contract Documents for those portions of the Work completed that are not the subject of Dispute. In any legal action commenced in relation to these Terms and Conditions or in connection with any Purchase Order incorporating these Terms and Conditions, the U.S. District Court located in the State where the Exelon Affiliate for whose benefit the Work is being performed has its principal place of business or is incorporated or, if the grounds for federal jurisdiction are not met, the cognizant state trial courts in such jurisdictions, will have exclusive jurisdiction to hear such case. The Parties agree not to commence any action, suit or proceeding relating thereto except in such courts. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of these Terms and Conditions or the transactions contemplated hereby in the courts located in such jurisdictions, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, COUNTERCLAIM OR OTHER JUDICIAL PROCEEDING, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THETERMS AND CONDITIONS, THE CONTRACT DOCUMENTS, THE WORK, OR THE CONTRACT PRICE, OR ANY PURCHASE ORDER INCORPORATING THESE TERMS AND CONDITIONS.

## 17. Miscellaneous.

17.1. Complete Agreement; Interpretation; Severability. The Purchase Order, these Terms and Conditions, any Change Orders, and any other Contract Documents specifically referenced in any of the foregoing sets forth the entire contract of the Parties, and supersedes any and all prior agreements, arrangements, representations or understandings, relating to the subject matter hereof and each of the Parties acknowledges represents and warrants that there are no promises, representations, agreements, inducments, statements, understandings, or warranties whatsoever not contained herein relating to the subject matter herein which a Party relied upon in order to induce a Party to enter into and execute these Terms and Conditions. The provisions of these Terms and Conditions, as it relates to that Work, will be interpreted where possible in a manner to sustain their legality and enforceability. Unless the context of the Contract Documents clearly requires otherwise, (i) “including” and “include” have the inclusive meaning frequently identified with the phrase “but not limited to” and (ii) references to the plural include the singular, the singular the plural, the part, the whole.The unenforceability of any provision of these Terms and Conditions in a specific situation will not affect the enforceability of that provision in another situation or the remaining provisions of these Terms and Conditions. IF AND TO THE EXTENT ANY WAIVER, EXCLUSION, LIMITATION, INDEMNITY, OR OTHER PROVISION IN ANY PURCHASE ORDER, THESE TERMS AND CONDITIONS OR OTHER CONTRACT DOCUMENTS FAILS TO COMPLY WITH THE LAW OF THE STATE UNDER WHICH IT IS CONSTRUED DUE TO THE ABSENCE OF CAPITALIZATION OR OTHER GRAPHIC EMPHASIS, EACH PARTY WAIVES OBJECTION TO THE PROVISION ON THAT BASIS TO THE EXTENT PERMITTED BY LAW AND OTHERWISE AGREES TO BE ESTOPPED FROM RAISING SUCH OBJECTION IN ANY JUDICIAL PROCEEDING. IN DOING SO, EACH PARTY ACKNOWLEDGES THAT IT IS A SOPHISTICATED COMMERCIAL PARTY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THIS SECTION 17.1.

### 17.2. Notices. Any notice pertaining to the Work performed or a Purchase Order will be in writing (unless in an emergency and then promptly thereafter in writing) and sent viaemail, registered or certified mail (postage prepaid), or by commercial overnight courier, to Buyer’s Designated Representative or Contractor’s Designated Representative as appropriate, at their respective addresses appearing in the Purchase Order, or if no Purchase Order has been issued, to the party designated in these Terms and Conditions. Notices will be effective only when received.

### 17.3. Captions. Captions used herein and in the attached Exhibit(s) and Schedule(s) and the other Contract Documents, are for the convenience of the Parties and will not be used in construing the meaning of these Terms and Conditions.

### 17.4. Execution; Counterparts. The execution, delivery and performance by the Parties of these Terms and Conditions and the transactions contemplated hereby have been duly authorized by all necessary corporate actions of the Parties.These Terms and Conditions may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement, and it will not be necessary in making proof of these Terms and Conditions to produce or account for more than one such fully executed counterpart.

### 17.5 Survivability. The provisions of the Contract Documents, and rights and obligations therein and in these Terms and Conditions, including with respect to indemnification, limits of liability, Intellectual Property and confidentiality, will survive expiration (by performance) or termination of these Terms and Conditions or a Purchase Order and will survive indefinitely, except to the extent that such provision by its express terms ends sooner.

### 17.6. No Third-Party Beneficiaries. No provision of these Terms and Conditions is intended or will be construed to be for the benefit of any third party.

### 17.7. Publicity. With the sole exception of publication of such information within Contractor’s corporate entity and subject to the Confidentiality provisions of these Terms and Conditions, Contractor will not refer to Buyer or any company affiliated with Buyer in any advertising or other publication in connection with Work performed by Contractor, without the prior written approval of Buyer. Contractor will not, either directly or indirectly, publish or disclose any photographs, images, logos, copyrighted or trademark protected information of Buyer, Affiliates or their subsidiaries; or use such information for the benefit of itself or any other Person without the prior written consent of Buyer.

17.8. Assignment. Subject to the provisions of these Terms and Conditions, Contractor will not assign its interest (including any interest in or claim to monies owed) in these Terms and Conditions or a Purchase Order, or delegate any obligation under these Terms and Conditions or a Purchase Order, without the prior written consent of Buyer. An assignment will include any transfer of an Affiliate’s direct or indirect ownership or control of Contractor by merger or otherwise to a non-Affiliate of Contractor. Any attempted assignment or delegation in breach of this Section 30.8 will be wholly void and totally ineffective for all purposes. No assignment or delegation made with the consent of Buyer will relieve Contractor of any of its obligations under these Terms and Conditions or the other Contract Documents, except as expressly provided in Buyer’s consent. Buyer reserves the right, without the consent of Contractor, to assign these Terms and Conditions or any Purchase Order, in whole or in part, to a third party to be selected by Buyer.

17.9. Choice of Law. The Contract Documents will be construed and interpreted in accordance with, and all disputes between the Parties will be governed by, the substantive and procedural Laws of the state of the court having jurisdiction under Article 16; unless the Work involves construction, in which case the Contract Documents will be construed in accordance with, and all disputes between the Parties will be governed by, the substantive and procedural Laws of the state where the construction Site is located, in all cases without giving effect to principles of conflict of law.

### 17.10. Amendments. The terms of these Terms and Conditions will be modified only by a written amendment. An amendment is a written document signed by an authorized representative of each party, which authorizes a change in these Terms and Conditions. No purported oral modification, waiver, or rescission of these Terms and Conditions by an employee or agent of Buyer will operate as a modification, waiver, or rescission of any of the provisions of these Terms and Conditions. No course of prior dealing, usage of trade and course of performance will be used to modify, supplement, or explain any terms of these Terms and Conditions. No waiver of any provision of these Terms and Conditions will be binding on Buyer unless set forth in a writing signed by an authorized agent of Buyer. No Affiliate will be bound by an amendment executed by any other Affiliate.

### 17.11. Audit. Purchase Orders, all payments received pursuant to such Purchase Orders, and Contractor’s Work and workplace area and related offices will be subject to audit and inspection by Buyer or any of its authorized representatives acting on Buyer’s behalf. Contractor will comply with all reasonable requests by Buyer to make available books and records necessary to substantiate Contractor’s charges and invoices for reimbursement. Such records will include: all invoices billed to Buyer; payroll records, timesheets and canceled payroll checks; third party invoices for purchases; paid invoices and canceled checks for purchased materials, subcontractor and third party charges; records relating to air freight and ground transportation. Contractor will also include in all Subcontracts issued in conjunction with any Purchase Order the right of Contractor and/or Buyer to audit the records of the Subcontractor. This Section 17.12 will survive termination of the Purchase Order for a period of two (2 ) years, or the warranty period, whichever is longer. Additionally, an audit may be conducted on any other records, such as environmental, safety, security, background examinations, or such other records as are necessary to ensure compliance with the Contract Documents and applicable Laws. The Parties agree that each will bear its own internal and external costs incurred in conducting and supporting the audit process, except that all Contractor documents to be reviewed by Buyer will be copied by Buyer or Contractor at Contractor's expense. Notwithstanding the foregoing, in the event that the Buyer audit indicates any willful misconduct or gross negligence on the part of Contractor, Contractor will reimburse Buyer for all costs associated with the audit.

### 17.12 Non-Waiver. The failure of Buyer to insist upon strict performance by Contractor or Buyer’s failure or delay in exercising any rights or remedies provided in the Contract Documents or by law will not be deemed or construed as a waiver of any claims. No waiver by Buyer of a breach of any provision of the Contract Documents will constitute or be construed as a waiver of any other breach or of that provision. No payment or certificate, final or otherwise, nor the acceptance of any design, will be construed as (1) an acceptance of defective Work or otherwise Work that fails to comply with requirements of the Purchase Order, Scope of Work or these Terms and Conditions, (2) relieving Contractor of its obligations to make good any defects or consequences for which Contractor may be responsible, or (iii) a waiver of any obligations of Contractor under the Contract Documents.

### 17.13. Cumulative Remedies. Each of Buyer’s rights and remedies under these Terms and Conditions will be cumulative and additional to any other or further rights or remedies provided in Law or equity or otherwise. Buyer will specifically retain all rights of legal action in tort under these Terms and Conditions on all issues relating to contribution, insurance coverage, and contractual indemnity.

### 17.14. Domain Names. Contractor will not, either directly or indirectly, claim, record, purchase or otherwise establish any right of ownership or interest in any domain name or other registry of any type or kind using, referencing or incorporating the name, logos or trademarks of Buyer, its Affiliates or their subsidiaries.

### 17.15. Nondiscrimination and Affirmative Action.

###  17.15.1. Contractor will, unless exempt, comply with applicable Laws pertaining to nondiscrimination and affirmative action, including part 60-1 of Title 41 of the Code of Federal Regulations), including the following: (i) Affirmative Action Compliance Program (41 CFR 60-1.40) as set forth below; (ii) Affirmative Action - Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); (iii) Affirmative Action - Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans (41 CFR 60-300.4) (iv) Affirmative Action - Handicapped Workers (41 CFR 60-741.4); (iv) Equal Opportunity without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin (41 CFR 60-1.4); (v) Employer Information Report SF-100, annual filing (41 CFR 60-1.7); (vi) Fair Labor Standards Act of 1938, as amended; (vii) Prohibition of Segregated Facilities (41 CFR 60-1.8); (viii) Small Business Concerns, Small Disadvantaged Business Concerns, and Women Owned Business Concerns (48 CFR Chapter 1, Subpart 19.7); and (ix) union-related postings and contract clause requirements under Executive Order 13201 (29 CFR, part 470), Executive Order 13496, or other applicable Law.

### 17.15.2. OFCCP 41 CFR 60-1.40 Equal Opportunity Clause. During the performance of any Purchase Order, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information. (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor’s non-compliance with the nondiscrimination clauses of this Purchase Order or with any of such rules, regulations, or orders, this Purchase Order may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the provisions of paragraphs (1) through (8) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

###  17.5.3. THE CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60–300.5(A). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS.

###  17.5.4. The Contractor and Subcontractor shall abide by the requirements of 41 CFR 60– 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### 17.16. Diversity Supplier Spend. Buyer is actively committed to supporting Diverse Suppliers as defined in applicable Policies and Procedures. In support of Buyer’s commitment, Contractor will make certain required expenditures with Diversity-Certified Suppliers as may be set forth in a Purchase Order or other Contract Document. In such cases, Contractor will report its expenditures with Diversity Suppliers on a monthly basis unless another period is negotiated by the Parties and set forth in the Purchase Order. Contractor will provide this reporting information by completing a “2nd Tier Diversity Spend Report” utilizing Exelon’s Supplier Diversity T2 reporting Website<http://ExelonTier2.cvmsolutions.com>. All submitted Diversity Suppliers must be supported by evidence of certification. Buyer recognizes a number of organizational certifications, including the following: National Minority Supplier Development Council (NMSDC) and affiliates; Women’s Business Enterprise National Council (WBENC) and affiliates; Illinois Department of Transportation; City of Chicago; WMBE Clearinghouse; City of Philadelphia Office of Economic Opportunity; Bureau of Contract Administration and Business Development - Commonwealth of Pennsylvania; Maryland Department of Transportation; City of Baltimore, Maryland; Anne Arundel County, Maryland. Recognition for certifications held by any other Diversity Supplier accreditation organization must be submitted to Buyer’s Diverse Business Empowerment Office for approval.

### 17.17. Employee Rights Notification. Refer to 29 CFR Part 471 – Notification of Employee Rights Under Federal Labor Laws. During the term of these Terms and Conditions, Contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices where Contractor Personnel covered by the National Labor Relations Act engage in activities relating to the performance of Work governed by these Terms and Conditions, including all places where notices to employees are customarily posted both physically and electronically. The notice will include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary’s Notice” as set forth in 29 CFR Part 471, Appendix A to Subpart A).

## 18. Definitions.

###  As used in these Terms and Conditions, the following terms will have the following meanings:

### **“Affiliate”** means, with respect to Exelon, those entities identified in Exhibit A as amended from time to time by Exelon, and with respect to both Parties, also includes those Persons that, directly or indirectly, now or hereafter, own or control, are owned or controlled by, or are under common ownership or control with a Party, where “control” means at least a fifty percent (50%) ownership interest.

### **“Background** **Investigation”** means a Contractor-performed background investigation of Contractor Personnel who will perform Work for Buyer which meets the Background Investigation requirements set forth in Section 12.9.1 of these Terms and Conditions.

**“BES Cyber System”** has the definition given to it by NERC (CIP-011-2), and includes any installed software and electronic data, and communication networks that support, operate, or otherwise interact with the bulk electric system operations that are identified by Buyer or its Affiliate as a BES Cyber System.

**“BES Cyber System Information”** is a category of Restricted Confidential Information and means information about the BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System. BES Cyber System Information does not include individual pieces of information that by themselves do not pose a threat or could not be used to allow unauthorized access to BES Cyber Systems, such as, but not limited to, device names, individual IP addresses without context, Electronic Security Perimeter names, or policy statements. Examples of BES Cyber System Information include security procedures or security information about BES Cyber Systems, physical access control systems, and electronic access control or monitoring systems that are not publicly available and could be used to allow unauthorized access or unauthorized distribution; collections of network addresses; and network topology of the BES Cyber System.

**“Blanket Purchase Order”** (or **“Blanket Contract”**) means a written agreement between the Parties setting forth general commercial and technical terms for repetitive orders of the same Materials or Services against which multiple Purchase Order Releases may be issued. A Blanket Purchase Order or Blanket Contract is not a “Purchase Order” as defined in these Terms and Conditions and does not authorize the commencement of Work or submission of invoices by the Contractor.

### **“Business Day(s)”** mean any calendar day that is not a Saturday, Sunday or legal holiday in the state where the Work is performed.

### **“Buyer”** means Exelon Business Services Company, LLC (“Exelon”),or the Affiliate of Exelon that issues a particular Purchase Order.

**“Buyer Data”** means any data, documents or information in whatever media: (a) provided to Contractor by Buyer; (b) provided to Contractor by a third-party contractor of Buyer, customer of Buyer or other Person designated by Buyer; or (c) sent by Contractor to a third-party contractor of Buyer, customer of Buyer or other Person designated by Buyer, including images of bills and invoices, telephone call recordings, records of solicitations, and other correspondence.

###  **“Buyer’s Designated Representative”** means the individual or individuals designated by Buyer who will provide the general administration of these Terms and Conditions in connection with, and will be Buyer’s field representative in all matters related to, the Purchase Order. Buyer may, in its sole discretion, change its representatives at any time or from time to time, and will promptly notify Contractor, in writing, of any such change.

**“Buyer-Furnished Material”** means unfinished and prefabricated Material supplied or paid for by Buyer for incorporation into the Work.

 **“Buyer-Furnished Property”** means Electronic Information Assets, designs, dies, drawings, equipment, ID cards and passes, keys, molds, patterns, tools, tooling, and other materials supplied or paid for by Buyer for Contractor’s use in completing the Work.

### **“Buyer Parties”** means Buyer, its Affiliates and subsidiaries, and their members, officers, directors, employees, agents, representatives, successors, and assigns.

**“Buyer Parties Property”** means any personal, real, tangible or intangible property of the Buyer Parties, including, Buyer Data, Buyer-Furnished Material, Buyer-Furnished Property, Critical Cyber Assets, Electronic Information Assets, buildings, equipment, Intellectual Property, structures, and vehicles.

### **“Buyer Personnel”** means Buyer’s directors, officers, employees, consultants, independent contractors, agents and representatives.

**“CEII”** is a category of Restricted Confidential Information and means “Critical Energy Infrastructure Information” as defined by FERC (18 CFR 388.113(c)(1)), and includes specific engineering, vulnerability, or design details about proposed or existing critical infrastructure (physical or virtual) that: (a) relates details about the production, generation, transmission, or distribution of energy; (b) could be useful to a person planning an attack on critical infrastructure; (c) is exempt from mandatory disclosure under the Freedom of Information Act (FOIA); and (d) gives strategic information beyond the location of the critical infrastructure; and “Critical Electric Infrastructure Information” as defined in Fixing America’s Surface Transportation Act, Pub. L. No. 114-94 § 61,003 (to be codified at 16 U.S.C. § 824 et seq.), 18 C.F.R. §§ 388.112-113.

###  **“Change Order”** means a written order issued by Buyer that permits and directs an addition to, deletion from, or adjustment or revision to a Purchase Order.

### **“Compensable Delay”** means only the following events and only if they impact the critical path of the Work:: (1) material delays caused solely to Buyer; and (2) Material Change ordered in the Work not due to Contractor’s fault if they impact the critical path of the Work..

### **“Confidential Information”** means: all information disclosed by or on behalf of a Party, regardless of the form or medium contained or stored in (including hard copy, electronic, or digital form), that is: (1) marked or identified as “confidential,” “proprietary,” or with words of similar import;; (2) is required by Law or by agreement to be maintained as confidential, including Customer Information, Energy Usage Data when combined with Customer Information, State Regulated Information, and Third Party Confidential Information; (3) not generally available to the trade or public and that may be of competitive or economic value to the owner, including Background Investigation reports, business methods, business plans, credit report information, financial information, Intellectual Property, labor negotiations, legal documents, market research, marketing strategies and techniques, outage schedules, operations and operational requirements, payroll information, personnel information, plant status, policies and procedures, pricing data and price lists, proposals for Materials and Services; prospect lists, and contact information, research software, technical information and technology; and (4) Restricted Confidential Information. Confidential Information will include any such information not generally available to the trade or public, even though such information has been previously disclosed to one or more third parties pursuant to confidentiality agreements, disclosure agreements or other agreements or collaborations entered into by the disclosing Party.

### **“Contract Documents”** means the Purchase Order, any Change Orders thereto, these Terms and Conditions, and any other documents identified as Contract Documents herein, or in such Purchase Order or Change Orders.

### **“Contract Price”** means the price set forth in the Purchase Order (as may be adjusted pursuant to any subsequent Change Orders) to be paid by Buyer to Contractor for the Work, including any incentives or bonuses.

### **“Contractor”** means the Party identified as such in these Terms and Conditions or its Affiliate, which is named in the Purchase Order as Contractor and which is contractually responsible to perform the Work pursuant to Purchase Order incorporating these Terms and Conditions.

### **“Contractor’s Designated Representative”** means the individual or individuals designated by the Contractor who will provide the general administration of these Terms and Conditions in connection with, and will be Contractor’s field representative in all matters relating to, the Purchase Order.

### **“Contractor Parties”** means Contractor, its Subcontractors, and their respective officers, directors, employees, agents, representative, subsidiaries, successors, or assigns.

### **“Contractor Personnel”** means any and all individuals assigned by, through or on behalf of Contractor or its Subcontractors to perform the Work; including their partners, employees, officers, and agents.

###  **“Critical Cyber Assets”** has the definition given it by NERC (CIP-002), and includes, computers, including installed software and electronic data, and communication networks that support, operate, or otherwise interact with the bulk electric system operations.

**“Customer Information”** is a category of Confidential Information and means information supplied to Buyer by its residential, commercial, industrial, retail and wholesale customers.

###  **“Cyber Security Incident”** means any malicious act or suspicious event, or group of suspicious events occurring during the performance of, or in connection with the Work, that compromises or had the potential to compromise Electronic Information Assets and the information stored or transmitted on them; disrupts, or had the potential to disrupt the operation of Buyer’s business through or using Electronic Information Assets; or violates a cyber security or information security requirement in the Contract Documents, Cyber Security Laws or Policies and Procedures.

**“Cyber Security Laws”** means any Laws pertaining to the prevention and reporting of Cyber Security Incidents, including Cybersecurity Act of 2015 ([P.L. 114-113](https://www.congress.gov/bill/114th-congress/house-bill/2029/text)), Cybersecurity Enhancement Act of 2014 (P.L. 113-2), Economic Espionage Act of 1996 (18 U.S.C. § 1030, §§ 1831-39).

###  **“Day(s)”** means any calendar day.

###  **“DAP”** or **“Delivered at Place”** means that the Contractor fulfills its obligation to deliver when the Materials have been made available for unloading at the named place, as further defined by IncoTerms 2010® .

### **“DDP”** or “Delivered Duty Paid” means that the Contractor fulfills its obligation to deliver when the Materials have been made available for unloading at the named place in the country of importation, as further defined by IncoTerms 2010®.

### **“Delivery Date”** means the date Material is to be received at the “ship to” address specified in the Purchase Order.

###  **“Disputes”** means disputes between Buyer and Contractor arising under or out of the applicable Contract Documents.

**“Diverse Supplier”** means a business entity that is at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged. Socially Disadvantaged includes citizens or lawfully admitted permanent residents of the United States who fall into the following minority groups: African American, American Indian/Native American, Asian, Hispanic, Service Disabled Veteran, Veteran, Lesbian Gay Bi-sexual & Transgendered (LGBT) and Woman. Economically disadvantaged includes businesses in historically underutilized business zones that are located within a qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

**“Diversity-Certified Supplier”** means a Diverse Supplier that has been certified by a third-party certifying agent. The Exelon Diverse Business Empowerment (EDBE) office maintains a list of third-party certifying agents.

### **“Dollars”** and **“$”** means United States Dollars.

### **“Drawings”** means the final drawings to be provided by Contractor in accordance with the Scope of Work.

**“Drug” or “Drugs”** includes any (1) chemical substance whose manufacture, use, possession, purchase, or sale is prohibited by Law, and (2) legal chemical substances (whether a narcotic, controlled substance, prescribed drug, or over-the-counter medication) obtained illegally, taken for purposes of abuse, or the use of which would impair the user’s physical or cognitive abilities.

**“Effective Date”** means the date Contractor accepts a Purchase Order incorporating these Terms and Conditions.

“**Electronic Information”** means any information processed or stored in an electronic format (e.g., emails, text messages, raw data, sound files, image files, video files, documents, spreadsheets, databases, programs and algorithms)

**“Electronic Information Assets”** means any electronic device or system for creating, processing, storing, transmitting or receiving Electronic Information which is owned, leased or operated by or on behalf of Buyer including but not limited to computers (e.g., laptops, desktops), computer applications, and computer systems (e.g., servers and routers), voicemail, facsimile (fax), printers, copiers, telephone, recording devices; portable devices (e.g., smart phones, tablets), wireless routers, electronic mail, web pages, modems, internal computer network and external computer access (e.g. systems accessing the internet, intranet, value add networks and bulletin boards).

**“Electronic Security Perimeter”** means the logical border surrounding a network to which BES Cyber Systems are connected using a routable protocol.

**“Energy Usage Data,”** commonly known as interval data, means a series of measurements of the energy consumption for a specific customer, taken at regularly spaced intervals. The size of the interval refers to the amount of time that occurs between each measurement (i.e. monthly, daily, hourly, etc.).

### **“Environmental Laws”** means any Laws pertaining to the protection of the environment, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. 2601, et seq. (“TSCA”); the Clean Air Act, 42 U.S.C. 7401, et seq. (“CAA”); the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. (“FWPCA”); and the Emergency Planning & Community Right-to-Know Act , 42 U.S.C. 11001 et seq. (“EPCRA”) and any other Law that governs: (a) the existence, removal, or remediation of Hazardous Substances on real property; (b) the emission, discharge, release, or control of Hazardous Substances into or in the environment; or (c) the use, generation, handling, transport, treatment, storage, disposal, or recovery of Hazardous Substances.

 **“Equitable Adjustment”** means a negotiated change to the Contract Price and/or other affected provisions of the Contract Documents agreed to between Contractor and Buyer where a Change Order results in a Material Change. Equitable Adjustments may result in an increase or decrease in the Contract Price, time for performing the Work, or change to other material obligations of the Parties under the Contract Documents, as appropriate, based on the nature of the Material Change.

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**“ESOC”** means the Exelon Security Operations Center (Tel. 1-800-550-6154).

###  **“FERC”** means the U.S. Federal Energy Regulatory Commission or its successor.

###  **“Final Completion”** means the date for completion of the Work listed in the Purchase Order or Project Schedule. In the event of a conflict between the date of fFinal cCompletion listed in the Purchase Order and the Project Schedule, the date listed in the Project Schedule will govern.

### “**Final Payment**” means payment of all monies due but not previously paid to Contractorunder a Purchase Order after receipt by Buyer of Contractor’s final invoice..

### **“Force Majeure”** means the occurrence of a Cyber Security Incident, fire, flood, earthquake, elements of nature or act of God, Labor Disputes, riot, civil disorder, terrorist act, rebellion or revolution, government embargo, quarantine, sanction, order, or other mandate; government inaction or delay in granting a required permit or approval; change in Law; Nuclear Incident, Precautionary Evacuation or other catastrophic event beyond the reasonable control of a Party that delays or prevents the party, directly or indirectly, from performing its obligations under a Purchase Order, provided that (i) the non-performing Party is without fault in causing or failing to prevent such occurrence, and (ii) such occurrence could not have been avoided by reasonable precautions and cannot be circumvented through the use of commercially reasonably alternative sources, workaround plans, or other means. A Labor Dispute by Contractor Personnel is not Force Majeure for Contractor and a Labor Dispute by Buyer Personnel is not Force Majeure for Buyer. Mechanical failure of Contractor’s equipment is not Force Majeure unless caused by Force Majeure.

###  **“Governmental** **Authority”** means any and all federal, state, county, municipal, local, foreign or other government, or any agency or subdivision of any or all of the foregoing, or any quasi-governmental agency, self-regulating organization, electric reliability organization or regional reliability organization, board, bureau, commission, department, instrumentality, or public body, or any court, administrative agency, arbitrator, mediator, regulator, or other tribunal or adjudicative authority.

### **“GPPMA”** means the Exelon Generation Company, LLC Generating Facility Amendment to the General Presidents Project Maintenance Agreement, dated April 14, 2005, as amended.

### **“Hazardous Substances”** means and includes chemicals, flammable substances, explosives, radioactive materials, asbestos, hazardous wastes or substances, crude oil or any fraction thereof, refined or partially refined petroleum products, and any other contaminants, wastes, pollutants, or materials in any physical form that may pose a present or potential threat to human health and safety or the environment, including material falling within the definitions of “hazardous substance,” “hazardous constituent,” “toxic substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “pollutant,” “special waste,” or words of similar import under any Environmental Law.

### **“Health and Safety Laws”** means any Laws pertaining to safety and health in the workplace, including the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. (“OSHA”), and the Toxic Substances Control Act, 15 U.S.C. 2601, et seq. (“TSCA”).

**“Intellectual Property”** means the separate and distinct types of intangible property that are referred to collectively as “intellectual property,” including algorithms, compositions, compilations, data developments, designs, devices discoveries, flow charts, formulas, ideas, inventions, know-how, methods, object codes, processes, source codes, system plans, trade names, and trade secrets whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage).

### **“IP Rights**” means all rights, title and interest in and to Intellectual Property, including patents, copyrights, shop rights, moral rights, licenses, and other intangible proprietary or property rights, and any and all applications for, and extensions, divisions and reissuances of, any of the foregoing, and rights therein, and whether arising by statute or common law.

### **“Key Personnel”** means Contractor Personnel who possess critical knowledge or skills for performance of the Work and whose loss might delay or disrupt performance of the Work.

### **“Labor Dispute”** means any controversy concerning terms or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether or not the disputants stand in the proximate relation of employer and employee, including lock-outs, picketing, strikes, or other labor actions.

### **“Law” or “Laws”** means all laws, statutes, codes, ordinances, rules, regulations, lawful orders, applicable guidance documents from regulatory agencies, judicial decrees and interpretations, standards, requirements, permits and licenses; including Cyber Security Laws, Environmental Laws, Health and Safety Laws, tax laws and applicable tax treaties, building, labor, and employment laws; as amended from time to time, of all Governmental Authorities that are applicable to the Work and any of Contractor’s obligations under the Contract Documents.

### **“Lien”** means any judgment, charge, mortgage, deed of trust, encumbrance, pledge, lease, easement, servitude, exercise of rights, powers or privileges, rights of others, security interest, or claims of any kind, including, among other things, any oral or written agreement to give any of the foregoing or arising under any conditional sale or title retention agreement or under any federal, state, county, municipal, local, or other governmental lien imposed as a result of an actual or alleged violation of any applicable Law.

### **“Material”** means all material, equipment, components, products, supplies, goods, and documentation to be furnished by Contractor and necessary to complete the Work set forth in the Purchase Order.

**“Material Business Information”** is a category of Restricted Confidential Information and means non-public information of the Buyer or its Affiliates that would be considered important by a reasonable investor in deciding whether to buy, sell or hold securities of the Buyer or its Affiliates, and includes information could reasonably be expected to affect the price of the Company's securities if it were disclosed to the public; information concerning earnings estimates or targets, dividends, proposals or agreements for significant mergers, acquisitions or divestitures, liquidity or litigation problems, important management changes, pending regulatory actions and other similar events.

### **“Material Change”** means a Buyer-directed change to the Work that has the effect of changing the cost to Buyer or Contractor (whether because of a change in the prices for the Material or the Services, the amount or type of Material or the scope of the Services, or otherwise), or materially affecting the time for performance, warranties, or other obligations of the Parties.

### **“Material IP Information”** means information pertaining to Contractor Intellectual Property incorporated into the Work, before and after Final Completion,required by Buyer to secure or maintain in effect any license or permit for the Site or facility for which the Work is intended, or otherwise to use or obtain the full benefits of the Work.

**“Milestone(s)”** means a significant task(s) to be performed or achieved by Contractor in performing Work as specified in Purchase Orders.

### **“Milestone Dates”** means Delivery Dates, the date of Substantial Completion, the date of Final Completion, and any other dates identified as such in the Purchase Order or Project Schedule for Contractor’s completion of specific components of the Work.

**“MSP”** or **“Managed Service Provider”** means a third-party engaged by Buyer to manage and contract with Persons to supply Buyer with Staff Augmentation Work.

###  **“NERC”** means the electric reliability organization known as the North American Electric Reliability Corporation, or its successor, or a regional reliability organization with authority delegated by NERC, including the Reliability First Corporation, Northeast Power Coordinating Council, Florida Reliability Coordinating Council, Midwest Reliability Organization, SERC Reliability Corporation, Southwest Power Pool, RE, Texas Regional Entity, and the Western Electricity Coordinating Council.

 **“NERC CIP Information”** is a category of Restricted Confidential Information and means NERC Critical Infrastructure Protection operational procedures, lists as required in NERC Standard CIP-003-3, network topology or similar diagrams, floor plans of computing centers that contain Critical Cyber Assets, equipment layouts of Critical Cyber Assets, disaster recovery plans, incident response plans, and security configuration.

**“Obsolete Material”** means non-fungible Material to be used in the Work, production of which is or will soon be discontinued.

### **“Party” or “Parties”** means Contractor or Buyer, individually or Contractor and Buyer, collectively.

### **“Person”** means any natural person, partnership (limited, general, or other), joint venture (limited or otherwise), company (limited liability or otherwise), corporation, association, Governmental Authority, or any other legal entity of whatever kind or nature, together with any combination of one or more of the foregoing.

###  **“Personally Identifiable Information”** or **“PII”** is a category of Restricted Confidential Information and means any name, number, or other information that may be used, alone or in conjunction with any other information, to identify, distinguish, trace or assume the identity of a specific person, including any: (1) names, initials, mother’s maiden name, address, email address, password, account number, social security number, date of birth, official state or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, or any similar identification; (2) personal, financial, or healthcare information; (3) credit and debit card information, bank account number, credit card number or debit card number; (4) unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation, (5) unique electronic identification number, address, or routing code; (6) telecommunication identifying information or access device as defined in 18 U.S.C. §1029(e); or (7) personal preferences, demographic data, marketing data; (8)“Nonpublic Personal Information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.); (9) “Protected Health Information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d); (10) “Personal Data” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data; or (11) any other similar identification data.

**“Privacy and Consumer Protection Laws”** mean Laws pertaining to privacy and confidentiality of consumer information, PII, consumer protection, and advertising, whether in effect now or in the future and as they may be amended from time-to-time, including the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) and its implementing regulations and the Fair and Accurate Credit Act of 2003.

### **“Policies and Procedures”** means all applicable rules, policies, Site requirements, and procedures of Buyer and any of its Affiliates, including those in Exhibit B, which have been or will be provided to Contractor and/or posted on a secure website as designated by Buyer.

###  **“Project Schedule”** means the schedule mutually agreed to by Buyer and Contractor for the performance of the various elements of the Work identified in the Purchase Order. The Project Schedule will be one of the Contract Documents.

### **“Punchlist”** means an itemized list prepared by Contractor and augmented, if necessary, by Buyer, of those portions of the Work, which Buyer’s inspection indicates have not been completed in accordance with the requirements of the Contract Documents.

### **“Purchase Order”** means a written or electronic document issued by Buyer to Contractor which upon acceptance by Contractor creates a contract for the performance of the Work. As used herein, the term Purchase Order includes documents that may be variously referred to as “Contracts,” when issued for Services or as “Purchase Order Releases” or “Contract Releases” when issued against a Blanket urchase Order or Blanket Contract.

### **“Purchase Order Amount”** or **“Purchase Order Value”** (POA or POV) means the Contract Price in the case of a fixed price, lump sum Purchase Order, or a mutually agreed estimate of the total amount to be invoiced under a Purchase Order that includes, in whole or part, time-and-material or other variable pricing. The POA or POV is for finance and accounting control purposes and is not a cap on the final Contract Price for the Work.

### **“Purchase Order Release”** or **“Release”** means a Purchase Order issued against a Blanket Purchase Order and incorporating the provisions of the Blanket Purchase Order.

**“Real Time Industrial Control Systems Information”** is a category of Restricted Confidential Information and means information regarding the configuration or protection of real-time industrial control systems.

“**Removable Media”** means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

**“Restricted Confidential Information”**  is a subset of Confidential Information and includes: (1) attorney-client privileged communications and attorney work product of Buyer; (2) BES Cyber Asset Information (3) CEII; (4) Critical Cyber Asset Information; (5) Material Business Information; (6) NERC CIP Information; (7) Personally Identifiable Information; (8) Real-Time Industrial Controls Systems Information; (9) Safeguards Information; (10) security plans involving both physical and cyber assets; (11) SUNSI; (12) Transmission Function Information; (13) information that is controlled for export; (14) information marked “for your eyes only,” “for internal use only,” “reproduction or distribution prohibited”, or marked with similar restrictions (15) and other information that is protected by Law or Policies and Procedures that requires the highest level of access control and security protection.

### **“Retiree”** means an individual who formerly performed services for Exelon or its subsidiaries, was classified on Exelon’s payroll as a regular or temporary employee, and who previously received, is eligible to receive or is currently receiving benefit payments under a Retirement Plan or Savings Plan.

**“Retirement Plan”** means any tax-qualified pension plan sponsored or maintained by Exelon Corporation or any of its subsidiaries.

**“Safeguards Information”** is a category of Restricted Confidential Information and means information relating to (1) security measures for the physical protection of special nuclear material; and (2) security measures for the physical protection and location of certain plant equipment vital to the safety of nuclear power stations as set forth in 10 C.F.R. Section 73.2.

###  **“Safety-Related”** means Work intended for, or performed on, systems, structures, components, procedures, processes and controls of a nuclear generating facility that are relied upon to remain functional during and following design-basis events and must be manufactured and/or performed in accordance with applicable NRC and nuclear industry standards for Safety-Related Materials and Services.

**“Savings Plan”** means the Exelon Corporation Employee Savings Plan or any other tax- qualified savings plan maintained by Exelon or any Subsidiary.

### **“Scope of Work”** or **“Statement of Work”** means the description of the Work to be provided by Contractor as set forth in the Purchase Order and other Contract Documents.

**“SDS”** means Safety Data Sheet (formerly “Material Safety Data Sheet”) OSHA Form 20 or equivalent.

**“SOC Reports”** mean Service Organization Control 1 and 2 Reports.

### **“Services”** means all of the labor, supervision, administration and other services identified in the Scope of Work and required to complete the Work set forth in the Purchase Order, including engineering, design, fabrication, construction, installation, demolition, testing, technical assistance, delivery of Material, if appropriate for the Services rendered, and documentation.

### **“Site”** means Buyer’s facilities or such other premises (including premises owned or controlled by a third party) where the Work is to be performed and for which the Work is intended.

### **“Special Terms and Conditions”** means terms and conditions not contained in these Terms and Conditions but made a part of a Purchase Order by attachment to or reference therein.

###  **“Specification”** means a highly detailed technical description of the Materials or Services to be provided by Contractor that includes the final characteristics, dimensions, tolerances, performance requirements, certification and testing requirements, and references codes, drawings, procedures, documents, and other particulars for the Work as applicable, which will be set forth in the Purchase Order or referenced and attached thereto as a Contract Document.

###  **“Staff Augmentation”** means Work performed by Contractor Personnel who are employed and paid by the Contractor or a Subcontractorwhere Buyer may direct the Contractor Personnel’s work and the methods for completing the Work.

**“State-Regulated Information”** is a category of Confidential Information and means information that is not generally available to the public that is related to either (1) Buyer’s or its Affiliates’ customers or (2) transmission and distribution systems, as further defined in various state Laws.

### **“Subcontract”** means contract between the Contractor and the Subcontractor relating to the Subcontractor’s performance of the Work.

### **“Subcontractor”** means any Person contracting directly with Contractor to furnish any part of the Work, or a Person contracting with a Subcontractor of Contractor (regardless of tier) to furnish any part of the Work.

### **“Submittals”** means all Specifications, Drawings, sketches, reports, shop drawings, diagrams, illustrations, schedules, object and source codes, and other data or information, which are prepared or assembled by or for Contractor and submitted by Contractor to Buyer pursuant to the Contract Documents.

**“SUNSI”** or **“Sensitive Unclassified Non-Safeguards Information”** is a category of Restricted Confidential Information and has the definition given to it by the NRC and includes information that is generally not publicly available and that encompasses a wide variety of categories, such as proprietary information, personal and private information, or information subject to attorney-client privilege.

### **“Suspension for Convenience”** means any extension, suspension, or delay of Contractor’s performance of the Work for Buyer’s convenience.

### **“Substantial Completion”** means the point in time at which the entire or designated portion of the Work is sufficiently complete such that Buyer can occupy and utilize the Work for commissioning, start-up, and completion of performance, and reliability testing as required hereunder, with only Punchlist items remaining to be completed, as reasonably determined by Contractor and approved by Buyer.

### **“Terms and Conditions”** means these General Terms and Conditions for Services and Materials between Contractor and Buyer together with all appendices, exhibits, schedules, and attachments hereto, all as such may be amended, restated, or supplemented from time to time as permitted herein.

### **“Termination for Convenience”** means terminationof a Purchase Order, in whole or part, for Buyer’s convenience..

### **“Termination with Cause”** means either Party’s termination, upon material breach of the Contract Documents, after written notice to the other Party and opportunity to cure in accordance with the Terms and Conditions,

### **“Test”** means any test, inspection or witness point required under the Contract Documents.

**“Third-Party Confidential Information”** is a category of Confidential Information and means information that is owned by a third party and is disclosed to the Buyer with the requirement that it will be kept confidential.

### **“TPPA”** or **“Third Party Personnel Acknowledgement”** means a written acknowledgement that Contractor and its Subcontractor’s must obtain from all Contractor Personnel, substantially in the formof Exhibit C, stating that Contractor Personnel are not employees of Buyer, waiving any claims to compensation or benefits from Buyer in connection with their performance of the Work for the Contractor or Subcontractors, and identify whether they are former employees or retired employees of Buyer or Buyer’s Affiliates.

**“Transmission Function Information”** is a category of Restricted Confidential Information and means information related to non-public transmission data, including information about available transmission capability, price, curtailments and/or ancillary services.

### **“Work”** means all Material, Services, and Submittals required to be provided by Contractor under the Purchase Order and its associated Contract Documents including re-work and warranty work.

### “**Work Product**” means the Intellectual Property and any associated IP Rights resulting from the performance of the Work. The term Work Product excludes Buyer’s, Contractor’s, Subcontractors’ and third parties’ Intellectual Property and any associated IP Rights developed independently of the performance of the Work, even if incorporated into the Work.

All other capitalized terms used herein but not set forth above will have the meanings ascribed to them in these Terms and Conditions.

## 19. Exhibits Attached

###

### **Exhibit A** – Buyer’s Affiliates

### **Exhibit B** – Buyer Policies and Procedures

### **Exhibit C** – Third Party Personnel Acknowledgement

### **Exhibit D** – FME Special Terms and Conditions

### **Exhibit E** – Nuclear Special Terms and Conditions

### **Exhibit F** – Background Investigations

### **Exhibit G** – Utilities Special Terms and Conditions

 **Exhibit H** – Restricted Confidential Information Special Terms and Conditions

**Exhibit I** – Contractor Travel Costs Special Terms and Conditions

**Exhibit J** – Federal Funding Special Terms and Conditions

**Exhibit K** – Staff Augmentation Special Terms and Conditions

**Exhibit L** – Cyber Security Special Terms and Conditions

**Exhibit M** – Information Technology Services Special Terms and Conditions

**Exhibit O** – Nuclear Export Control Special Terms and Conditions

### **IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to sign these Terms and Conditions effective as of the Date below.

[Signature Page Follows]

|  |  |
| --- | --- |
| **[Legal Name of BUYER entity],**  | **[Legal Name of Contractor entity]** |
| **acting by and through its agent,** **Exelon Business Services Company, LLC** |  |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Signature) | (Signature) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Type or print name) | (Type or print name) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Title) | (Title) |
| **Address for Notices issued pursuant to****these Terms and Conditions or prior to the****execution of a Purchase Order** | **Address for Notices issued pursuant to****these Terms and Conditions or prior to the****execution of a Purchase Order** |
|  |  |
|  |  |
| Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Facsimile No. \_\_\_\_\_- \_\_\_\_\_-\_\_\_\_\_ | Facsimile No. \_\_\_\_\_- \_\_\_\_\_-\_\_\_\_\_ |
|  |  |
| **With a copy of any Notices of Default, Dispute or legal action to:** | **With a copy of any Notices of Default, Dispute or legal action to:** |
|  |  |
| Exelon Business Services Company, LLC2301 Market StreetPhiladelphia, PA 19103 |  |
| Attn: Legal Department (Corporate & Commercial, and Litigation) Email: legalnotices@exeloncorp.com | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |



**EXHIBIT A - BUYER AFFILIATES**

Annova LNG, LLC

Annova LNG Common Infrastructure, LLC

Atlantic City Electric Company (“Atlantic City Electric”)

AV Solar Ranch 1, LLC

Baltimore Gas and Electric Company (“BGE”)

Calvert Cliffs Nuclear Power Plant, LLC (“CCNPP”)

Clinton Battery Utility, LLC

Commonwealth Edison Company (“ComEd”)

Compass Energy Services, Inc.

Compass Energy Services Gas, LLC

Constellation Energy Nuclear Group, LLC (“CENG”)

Constellation Energy Resources, LLC (“CER”)

CER – Quail Run Energy Partners LP

Constellation Energy Services, Inc.

Constellation Energy Services – Natural Gas, LLC

Constellation Energy Services of New York, Inc.

Colorado Bend I Power, LLC

Constellation Mystic Power, LLC

Constellation NewEnergy, Inc. (“CNE”)

CNEGH Holdings, LLC (“CNEGH”)

Constellation Power Source Generation, LLC

Criterion Power Partners, LLC

Delmarva Power & Light Company (“DPL”)

Eastern Landfill Gas, LLC

Exelon Business Services Company, LLC

Exelon Fitzpatrick, LLC

Exelon Framingham, LLC

Exelon Generation Company, LLC

Exelon Transmission Company, LLC

Exelon West Medway, LLC

Exelon Wind, LLC

Exelon Enterprises Company, LLC

Handsome Lake Energy, LLC

MXenergy Holdings, Inc.

Nine Mile Point Nuclear Station, LLC (“NMPNS”)

PECO Energy Company (“PECO”)

PHI Service Company

Potomac Electric Power Company (“Pepco”)

R.E. Ginna Nuclear Power Plant, LLC (“REGNPP”)

Wolf Hollow 1 Power, LLC

\* Including their subsidiaries.

**EXHIBIT B** **– BUYER POLICIES AND PROCEDURES**

Contractor will comply with, and ensure Contractor Personnel familiarized themselves and comply with, the following Policies and Procedures applicable to Exelon and its Affiliates as indicated below, in addition to such other Buyer Policies and Procedures as set out in the Contract Documents. THE FAILURE OF EXELON TO LIST ANY POLICIES AND PROCEDURES APPLICABLE TO THE PERFORMANCE OF THE WORK OR CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT DOCUMENTS IN THIS EXHIBIT WILL NOT EXCUSE CONTRACTOR FROM ITS OBLIGATIONS UNDER ARTICLE 3 STANDARDS FOR PERFORMANCE) AND SECTION 4.1 (PERFORMANCE OF WORK) OF THESE TERMS AND CONDITIONS.

* HR-AC-73 - Exelon Policy Against Harassment
* SY-AC-6 - Exelon Acceptable Use Policy
* Exelon Corporation Code of Business Conduct (available at <http://www.exeloncorp.com/company/Documents/Exelon_COBC_10122015_72ppi_NoLinksPages.pdf>)

**EXHIBIT C – THIRD-PARTY PERSONNEL ACKNOWLEDGEMENT**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge that I am an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I acknowledge that my relationship with the Exelon company for which I will be performing work (“Buyer”), its Affiliates, or any of their successors is that of an independent contractor, not an employee, and that all services performed by me are pursuant to a contract between Buyer and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), as an employee of either Contractor or one if its Subcontractors, as applicable. I also acknowledge that during the period I perform services for or on behalf of the Buyer pursuant to an arrangement with Contractor, I am not entitled to compensation of any kind from Buyer or to participate in any employee benefit plan or program of any kind offered to any employee of the Buyer, its Affiliates, or any of their successors and I expressly waive any and all such compensation and benefits. I understand that the preceding sentence will not prohibit me from receiving any earned and vested pension or retiree health care benefits from the Buyer, its Affiliates, or their successors to which I may already be entitled as a former employee.

 In addition, I represent the following:

1. Check one: \_\_\_ I am not a former employee of any of Buyer or its Affiliates (skip to Section 3 and initial 3.A); or

 \_\_\_ I am a former employee of Buyer; or

 \_\_\_ I am a former employee of these Buyer Affiliates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If I am a former employee of Buyer or its Affiliates:

A. My Buyer or Affiliate former employee ID number (if known) was: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Check one: \_\_\_ I am not eligible to receive (and am not currently receiving) a benefit under any Buyer or Buyer Affiliate pension, savings, or other retirement plan (initial 3.A and 3.B below); or

\_\_\_ I am eligible to receive benefits under a Buyer or Buyer Affiliate pension, savings, or other retirement plan (initial 3.A., 3.B and 3.C. below).

1. Initial each item below to the extent that it applies to you, to indicate your acknowledgement and agreement:

A. \_\_\_\_\_ I am not currently employed by Buyer or any Buyer Affiliate and will not accept employment with any Buyer or Buyer Affiliate that commences during the period I am employed by Contractor.

B. \_\_\_\_\_ If providing Staff Augmentation Services to Buyer or its Affiliates, I will not provide such Services for a period in excess of two (2) years (calculated from the start date of my Staff Augmentation assignment) without a break in service of at least ninety (90) consecutive Days, unless Buyer or an authorized Affiliate has granted me a written exception to this requirement.

C. \_\_\_\_\_ If I am receiving annuity payments under any Buyer or Buyer Affiliate retirement plan , and am providing Staff Augmentation Services to Buyer or its Affiliates, I agree that Buyer or Buyer’s Affiliate may suspend such payments after six (6) consecutive months of Staff Augmentation Service (this condition will not apply if my Staff Augmentation Services do not exceed six (6) months in a one year period and/or 20 hours per week).

CONTRACTOR PERSONNEL

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note: An executed acknowledgement will be provided to Contractor named above.**

**EXHIBIT D - FOREIGN MATERIAL EXCLUSION SPECIAL TERMS AND CONDITIONS**

 In the event that Contractor performs any Work for any Buyer nuclear facility, the following provisions will apply:

1. **INTRODUCTION**
	1. Foreign material (“FM”) is anything that enters equipment or systems where it doesn’t belong. When this happens, it is known as foreign material intrusion (“FMI”). FM can be something tiny, like a speck of dirt or it can be large, like an entire hand tool or other large objects. Other examples include pens, lanyards, nuts and bolts, washers, broken parts, rags, paint chips, documents, paper clips, trash, chemicals, grinding particles and other debris resulting from machining or other manufacturing processes, sealing compounds, and tags or labels used in the manufacturing process that are not permanently affixed to internals. FM can even include devices intended to prevent FMI. Foreign material exclusion (“FME”) is the process of preventing FMI in equipment being manufactured or repaired and systems when they are open for maintenance, modifications, tests, or inspections.
	2. FME is one of the most important responsibilities for Contractors. FMI can create safety hazards for workers, cause extensive damage to plant equipment, and result in lost generation time. Buyer’s FME Program helps ensure that equipment will work the way it was designed. FME keeps the plant and its people safe.
	3. The objective of Buyer’s FME Program is to have the Contractor provide Material to Exelon free of any FMI, and to prevent FMI when performing Services on Buyer’s equipment and systems.
2. **BUYER’S FME PROGRAM**
	1. The Contractor is responsible for ensuring Materials provided by Contactor and its Subcontractors are free from FM.
	2. The Contractor is responsible for ensuring that Services performed by the Contractor and its Subcontractors do not introduce FM into Buyer’s equipment or systems.
	3. The Contractor will establish Cleanliness Control / FME practices to ensure that new, repaired or refurbished Material delivered or installed under this Purchase Order are free from FM, including oil or grease (not being used as a preservative or protective coating), machine tailings, dirt, mill scale, weld splatter, residue, broken or loose parts, contaminants, or other foreign material that may adversely affect the operation of the Materials(s) provided, or are introduced into interfacing equipment and systems of the Buyer during the performance of Services.
		1. Contractor will inspect visually or by other means that no FM is present in the Work, including internal surfaces and cavities of the Material or Buyer’s equipment and systems.
		2. Contractor will utilize prophylactic measures to prevent FM from entering the Material and Buyer’s equipment and systems, including protective devices such as caps, plugs, or covers.
			1. Protective devices will be validated for material compatibility to guarantee no impact to the goods provided (for example, protective devices containing halogens or heavy metals must not be used on stainless steel items).
			2. Protective devices such as caps and plugs will be clearly visible. Protective devices that have been painted over during production processes will be replaced or otherwise be made clearly visible.
		3. Contractor will take all necessary precautions to ensure FM is not introduced during packaging and shipping of Materials or Contractor’s equipment used in performing Services at Buyer’s Site.
			1. If the Materials or Contractor’s equipment is shipped with other parts (such as seals, gaskets, lubricants, mounting hardware), precautions must be taken to ensure smaller items cannot be introduced into openings or cavities of larger parts and equipment.
			2. Where appropriate, every item included with shipment must be identified in the packing list or by other means. If desiccants or other preservatives are used to protect the item(s), the affected part or equipment will be clearly labeled or tagged with information including the type of preservative, its location, and any special instructions pertaining to its removal prior to installation or other applicable information such as quantity of desiccant packages.

**3.0 PERFORMANCE REVIEW**

 3.1 Contractor’s and Buyer’s Designated Representatives (or their designees) will meet to discuss FMI event(s) within three (3) days of Buyer’s written notice to Contractor of such an event. Both Parties will devise a plan to determine the root cause of the event, responsibility and the application of the payment at risk, as well as other requirements to eliminate FMI events in the future. In addition to the payment at risk assessment, the Contractor is responsible for all expenses to remove FM from the Material and/or Buyer’s systems or equipment.

 3.2 When Contractor has one (1) FMI event, it will be required at its own expense, to have each subsequent Material delivery inspected and certified by a third party as FM free.  Upon delivery of five (5) successive FM free deliveries, Buyer will no longer require the third party inspection.

3.3 In the event of a disagreement on the responsibility for a FMI event, or the application of the payment at risk assessment, Buyer’s Designated Representative will facilitate a meeting to resolve all dispute(s) between Buyer and the Contractor. If no resolution can be reached, the dispute may be referred to the Dispute resolution procedures in the Terms and Conditions. The expectation is to resolve any disputes within a six (6) week time frame.

3.4Buyer’s and Contractor’s Designated Representative (or his or her designee) will evaluate the effectiveness of all corrective actions put in place to prevent FMI events. The Contractor will be required to provide new or modified corrective actions for all corrective actions deemed not effective and the same must be approved by Exelon in writing prior to their implementation.

**4.0 CALCULATIONS OF PAYMENT AT RISK AND ADDITONAL REQUIREMENTS**

 **4.1 Level 1 FMI** **Event** – **FM discovered during Exelon receipt inspection**

 4.1.1 Non-Safety Related Purchase Orders:

4.1.1.1 Contractor will take all necessary actions and pay all expenses associated with the removal of the FM and ensure that the Material is working properly.

4.1.1.2 Contractor will perform a root cause analysis with effective corrective actions to ensure that the FMI event will not occur again in the future. The corrective action will be approved by Buyer.

4.1.1.3 Contractor will contract at its own expense with a third party to inspect and certify that all future deliveries of Material are FM free. The Contractor will be required to provide the certification with each future delivery. Buyer and Contractor will jointly agree on the third party selection, along with any subsequent changes to that selection.

 A payment at risk assessment of five percent (5%) will be applied to the Contract Price for the Material. This amount will be deducted from Contractor’s invoices, or if the Final Invoice for the Material has been paid, Buyer will backcharge the Contractor.

4.1.2 Safety Related Purchase Orders

4.1.2.1 Same as 4.1.1.1 through 4.1.1.4 above (Non-Safety Related Purchase Orders).

**4.2. Level 2 FMI** **Event** **– FM discovered after Material is installed in the plant either during installation or PMT (Post Maintenance Testing).**

4.2.1 Non-Safety Related Purchase Orders:

4.2.1.1 Contractor will take all necessary actions and pay all expenses associated with the removal of the FM and ensure that the Material is working properly.

4.2.1.2 Contractor will perform a root cause analysis with effective corrective actions to ensure that the FMI event will not occur again in the future. The corrective action will be approved by Buyer.

4.2.1.3 Contractor will contract at its own expense with a third party to inspect and certify that all future deliveries of Material are FM free. The Contractor will be required to provide the certification with each future delivery. Buyer and Contractor will jointly agree on the third party selection, along with any subsequent changes to that selection.

4.2.1.4 A payment at risk assessment of ten percent (10%) will be applied to the Contract Price for the Material. This amount will be deducted from Contractor’s invoices, or if the Final Invoice for the Material has been paid, Buyer will back charge the Contractor.

4.2.1.5 If Material is unusable, Contractor will pay all expenses associated with removal of the bad Material and reinstallation of new Material.

4.2.1.6 If FM cannot be removed from a system, Contractor will pay for an analysis to determine whether it is acceptable to leave the FM in the system.

4.2.2 Safety Related Purchase Orders:

4.2.2.1 Same as 4.2.1.1 through 4.2.1.6 above (Non-Safety Related Purchase Orders).

**4.3 Level 3 FMI Event** – **FM is discovered in Buyer’s system and determined to come from Contractor (not from a Material failure)**

4.3.1 Non-Safety Related Purchase Orders:

 4.3.1.1 Contractor will take all necessary actions and pay all expenses associated with the removal of the FM and ensure that the Material is working properly.

 4.3.1.2 Contractor will perform a root cause analysis with effective corrective actions to ensure that the FMI event will not occur again in the future. The corrective action will be approved by Buyer.

 4.3.1.3 Contractor will contract at its own expense with a third party to inspect and certify that all future deliveries of Material are FM free. The Contractor will be required to provide the certification with each future delivery. Buyer and Contractor will jointly agree on the third party selection, along with any subsequent changes to that selection.

 4.3.1.4 A payment at risk assessment of thirty percent (30%) will be applied to the Contract Price for the Material. This amount will be deducted from Contractor’s invoices, or if the Final Invoice for the Material has been paid, Buyer will back charge the Contractor.

 4.3.1.5 Contractor will pay for the cost of analysis to determine impact of: (i)FM while it was in the system, and (ii) FM still lost in the system.

4.3.2 Safety Related Purchase Orders:

4.3.2.1 Same as 4.4.1.1 through 4.4.1.5 above (Non-Safety Related Purchase Orders); and

4.3.2.2 Contractor will pay cost of replacement of any other equipment impacted by the FM as determined by the analysis in item 4.3.2.5 or negotiate with Buyer the level of compensation for impacted equipment or systems that cannot be replaced (for example: reactor vessels; nuclear fuel; etc.).

**EXHIBIT E - NUCLEAR SPECIAL TERMS AND CONDITIONS**

In the event that Contractor performs any Work for any Buyer nuclear facility, the following provisions will apply:

**ARTICLE 1**

**DEFINITIONS**

**“Act”** means the Atomic Energy Act of 1954, as amended, and the regulations of the NRC implementing the Act.

**“Contractor”** means the party identified in these Terms and Conditions which is to deliver the material and perform the services pursuant to Purchase Orders, and includes (unless the context of these Terms and Conditions clearly requires otherwise) subcontractors (as approved by Buyer pursuant to the terms and conditions of the Purchase Order, “Subcontractors”) and their respective employees and agents.

**“ePHQ”** means the electronic Personal History Questionnaire.

**“NANTeL”** means the National Academy for Nuclear Training e-Learning.

**“NRC”** means the Nuclear Regulatory Commission.

**“Nuclear Energy Hazard”** means the radioactive, toxic, explosive or other hazardous properties of Nuclear Material.

**“Nuclear Material”** means the “source material, special nuclear material or byproduct material,” which themselves have the meanings given them in the Act.

**“Protected Area”** means the area(s) designated as Protected Area at each of Buyer’s nuclear facilities.

**ARTICLE 2**

**BUYER NUCLEAR FACILITIES**

In the event that any work is to be incorporated or performed in a nuclear facility owned (or jointly owned as a tenant-in-common or otherwise) by Buyer, the following provisions of this Article 2 will apply:

**2.1 Decontamination**. In the event that Contractor is required by the terms of these Terms and Conditions to repair or replace any Work, Buyer will perform any required decontamination of the facility to radiation levels required by the applicable Governmental Authorities to the extent reasonably necessary to permit access to such nuclear facility by Contractor for such repair, replacement, or re-performance. If Buyer, using installed equipment or normally available maintenance equipment, is unable to decontaminate to required levels, Contractor will perform the repair or replacement using necessary radiation protection equipment and procedures.

**2.2 Contractor Personnel Examinations**. All employees of Contractor and any Subcontractor (regardless of tier) who are involved in the performance of the Work at such nuclear facility will comply with all applicable Policies and Procedures of Buyer and any regulations of Governmental Authority regarding evaluations and examinations, including physical and psychological examinations, and Contractor will not permit any employee who fails to meet the requirements of any evaluation or examination to perform any such Work.

**2.3 Contractor Work Practices**. Prior to commencing with on-site testing, troubleshooting and/or installation activities at Buyer nuclear facilities the Contractor will provide their work practices, procedures and processes to Buyer for review to ensure they comply with Buyer standards. Review by Buyer will not relieve Contractor from fulfilling the Contractor’s entire obligation under these Terms and Conditions. These documents will be provided to the Buyer Representative without unreasonable delay and submittal will not impact the agreed upon start date. Any work started prior to acceptance by Buyer will be at the Contractor’s risk.

**2.4 Employee Rights and Protection**

2.4.1 Compliance with Anti-Discrimination Laws. All Contractors performing Work for Buyer’s nuclear facilities must be aware of, and comply with, all applicable Laws which prohibit discrimination or retaliation against workers who have engaged in protected activities as defined in Section 211 of the Energy Reorganization Act (ERA) of 1974, as amended; 10 CFR 50.7 of the Nuclear Regulatory Commission (NRC) regulations, NRC form 3; and 29 CFR 24.2 of the Department of Labor (DOL) regulations (“Protected Activity”). Protected Activity includes the reporting of potential nuclear safety problems to the owner of the nuclear facility, Contractor, or the NRC. Contractors are required to inform all Contractor Personnel of these discrimination and retaliation prohibitions.

2.4.2 Reporting Nuclear Safety Problems. Contractors and Contractor Personnel will promptly report any potential nuclear safety problems to Buyer’s Designated Representatives and owner of the nuclear facility. In addition, Contractors are required to promptly report to Buyer’s Designated Representatives and the owner of the nuclear facility, and to aggressively investigate, any allegation by Contractor Personnel of discrimination for engaging in Protected Activity. Contractor will also fully cooperate in any investigation by Buyer, the owner of the nuclear facility, or a government agency of any such allegations.

2.4.3 Contractor Personnel Communications With the NRC. Contractors will not include clauses in employment contracts, settlement agreements, labor agreements, or any other agreement affecting compensation, terms, conditions and privileges of employment, which prohibit or restrict current or former Contractor Personnel, from providing information to any member of the NRC or otherwise from engaging in such Protected Activities.

2.4.4 Employee Concerns Program. The owner of the nuclear facility maintains an Employee Concerns Program. This Program applies to all personnel, including Contractor Personnel, who perform Work at or provide Services or Materials to the nuclear facility. The Program permits employees to report safety and other workplace issues in confidence or anonymously and provides an avenue to address any such issues. Contractors must adhere to the terms and provisions of the owner's Employee Concerns Program and are required to inform Contractor Personnel of the availability of the Program.

2.4.5 Exit Interviews and ECP Brochure. Contractors will make every attempt to provide Contractor Personnel who work on the nuclear facilities with an opportunity for an exit interview under the Buyer's approved program and will supply Contractor Personnel with a copy of the Buyer's Employee Concerns Program brochure to complete and mail back to the owner at no cost to the employee.

**2.5 No Contractor Indemnity for Nuclear Incidents**. Notwithstanding anything in the Purchase Order and/or the Terms and Conditions to the contrary, Contractor will not be required to indemnify, defend, or hold harmless Buyer from or against any losses, claims, damages, expenses, or liabilities arising out of or based upon bodily injury, death and/or property damage to the extent that such bodily injury, death and/or property damage results from or is caused in whole or in part directly or indirectly by an actual or alleged “nuclear incident” as defined in the Act.

**2.6 Indemnification and Nuclear Liability Insurance**. Buyer will, without cost to Contractor, obtain, and except as provided in Section 2.7 of this Article, maintain in effect with respect to such nuclear facility from the first arrival of nuclear fuel at such nuclear facility, through decommissioning of such nuclear facility:

2.6.1 An agreement of indemnification as required by Section 170 of the Act; and

2.6.2 Nuclear liability insurance in such form and in such amount as will meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Section 170 of the Act.

2.6.3 To the extent permitted by applicable law, such Nuclear liability insurance will authorize Buyer to waive all rights of subrogation that Buyer’s insurance carrier might exercise against Contractor.

2.6.4 Buyer hereby waives all rights of subrogation against Contractor under such policies procured in accordance with this Article.

**2.7 Replacement Liability Protection**. If the nuclear liability protection system provided by Section 170 of the Act is repealed, modified, or expires, or because Buyer is permanently ceasing operations, Buyer will, without cost to Contractor, maintain in effect, to the extent available on reasonable terms and to the extent customarily maintained by nuclear plant owners, liability protection through government indemnity, limitation of liability or liability insurance in order to minimize impairment of the protection afforded Contractor and its Subcontractors by Section 170 of the Act and the provisions of this Article.

**ARTICLE 3**

**CONTRACTOR NUCLEAR LIABILITY INSURANCE**

In the event that any Work is to occur outside the confines of a Buyer nuclear station and (i) exposure to the Nuclear Energy Hazard that is or alleged to be incorporated or performed in a non-Buyer facility exists (including decontamination, recycling, treatment or disposal), or (ii) where the scope of work includes the transportation of Nuclear Material, then the following provisions of this Article 3 will apply, in addition to the other insurance requirements set forth in the Purchase Order and other applicable contract documents:

* 1. **Licensed and Regulated Facilities.**

For a Contractor subject to subsection (i) above, any work to be performed in a non-Buyer facility will be performed in a facility that is licensed and regulated by the NRC and/or applicable Governmental Authority. Such non-Buyer facility will be completely owned and/or operated by Contractor and will comply with all applicable industry standards in connection with its operations and licensing. Contractor will notify Buyer promptly in writing if any such facility is (a) under investigation for violations that may reasonably jeopardize such facility’s license or operations or (b) included as part of a possible sale or transfer (whether merger, stock, asset or otherwise involving Contractor and its affiliates).

* 1. **No Indemnity for Nuclear Incidents or Exposure to Nuclear Energy Hazard**.

 Notwithstanding anything in the Purchase Order and/or other contract documents to the contrary, Buyer will not be required to indemnify, defend, or hold harmless Contractor from or against any losses, claims, damages, expenses, or liabilities arising out of or based upon bodily injury, death and/or property loss or damage to the extent that such bodily injury, death and/or property loss or damage results from or is caused (in whole or in part. directly or indirectly, actual or alleged) by a “nuclear incident” as defined by the Act or exposure to a Nuclear Energy Hazard, to the extent such “nuclear incident” and/or exposure to a Nuclear Energy Hazard occurs outside of a Buyer Nuclear generating station.

* 1. **Contractor Indemnification**.

To the extent that an alleged or actual “nuclear incident” as defined by the Act or exposure to a Nuclear Energy Hazard occurs outside of a Buyer Nuclear generating station when Buyer has provided the Contractor with care, custody and control of the Buyer Material, then Contractor will, to the fullest extent permitted by law, indemnify, defend upon request and hold harmless Buyer Parties against all losses, claims, damages, expense (including reasonable attorneys’ fees and costs) and liabilities sustained or incurred by the Buyer Parties for any damage, harm, loss or injury of any kind, direct or indirect, to any property or Person (including death), including claims for injuries to employees of the Buyer Parties, Contractor and/or any Subcontractor, arising directly or indirectly out of such alleged or actual nuclear incident or exposure to a Nuclear Energy Hazard, regardless of whether any such liability, damage, loss or injury is caused by, results from or arises out of the negligence, fault or other liability of the Buyer Parties or any other party to be indemnified. Except as may be otherwise provided by applicable Law, Buyer Parties’ right to indemnification will not be impaired or diminished by any act, omission, misconduct, negligence or default of an Buyer Party or any employee or agent of a Buyer Party who may be alleged to have contributed thereto. To the extent any Law may prohibit any application of all or any part of the indemnity obligations in these Terms and Conditions, it is the intent of the Parties that such provisions are severable, and will be construed to impose the indemnity obligation in all circumstances, applications, and situations to the fullest extent permitted by Law.

* 1. **Contractor Insurance**.
		1. For a Contractor subject to subsection (i) above, Contractor will maintain Nuclear Energy Liability Insurance (Facility and Worker Form) in an amount no less than $200,000,000 in the aggregate with respect to upstream work (e.g. enrichment and fuel fabrication) and no less than $50,000,000 for downstream work (e.g. processing waste, maintenance of radioactive parts, storage of parts and/or waste, and waste disposal). For a Contractor subject to subsection (ii) above only, Contractor will require its shipping Subcontractor to maintain Nuclear Energy Liability Insurance (Suppliers & Transporters) in an amount no less than $5,000,000 in the aggregate.
		2. Contractor will maintain such Nuclear Energy Liability Insurance policies in effect until Contractor has permanently ceased operation of the facility and such facility can no longer be considered a facility whose licensing is governed by the NRC or applicable Governmental Authority. If Contractor proposes to cancel the policy, let the policy expire or change the limits of the policy to below such originally agreed upon amounts, then Contractor promptly will notify Buyer in writing at least 30 days prior to such actions (10 days in the case of nonpayment of premium). In order to effectuate any such change or cancellation, Contractor must obtain Buyer’s prior written consent. If such policy is being canceled or terminated because Contractor or its affiliate is being sold and/or the facility is being sold in whole or in part (whether by asset sale, stock sale, merger or otherwise), then Contractor will require that the new owner of the facility maintain this insurance and comply with the requirements of this Article as if such sale had not occurred. Notwithstanding anything to the contrary contained in the Contract Documents, the total protection on Buyer’s behalf will not at any time be less, either in scope of coverage or amount, than was required contractually immediately prior to the change.
		3. To the extent permitted by applicable law, such Nuclear liability insurance will authorize Contractor to waive of all rights of subrogation that Contractor’s insurance carrier might exercise against Buyer.
		4. Contractor hereby waives all rights of subrogation against Buyer under such policies procured in accordance with this Article.
		5. Failure to obtain and maintain the required insurance will constitute a breach of these Terms and Conditions, and Contractor will be liable for any and all costs, liabilities, damages, and penalties (including reasonable attorneys’ fees, court, and settlement expenses) resulting to Buyer from such breach, unless a written waiver of the specific insurance requirement is provided to Contractor by Buyer.
		6. In the event of any failure by Contractor to comply with the insurance requirements of these Terms and Conditions, Buyer may, without in any way compromising or waiving any right or remedy at law or in equity, upon five (5) days written notice to Contractor, purchase such insurance or such insurance available to Buyer for purchase, at Contractor’s expense, provided that Buyer will have no obligation to do so and if Buyer will do so, Contractor will not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such costs incurred by Buyer will be promptly reimbursed by Contractor and/or may be withheld from any payment due Contractor.
		7. With respect to the Workers Compensation, Commercial general liability, Automobile liability and Excess liability insurance policies required to be maintained pursuant to the Purchase Order and/or other contractual documents, no nuclear exclusion other than the exclusion generally consistent to ISO Broad Form Nuclear Liability Exclusion endorsement IL 0021 will apply to such policies.
		8. Contractor will provide evidence of the required insurance coverage and file with Buyer a Certificate of Insurance acceptable to Buyer prior to commencement of the work. The insurance and the insurance policies required by this Article will not be canceled, or allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Buyer by Contractor.
		9. Contractor will permit Buyer and its insurance representatives, including ANI, to inspect Contractor’s facilities involving Buyer’s materials and/or waste during normal working hours.
		10. Contractor will require that all its Subcontractors comply with all applicable insurance coverage requirements of this Article. This includes those Subcontractors retained to transport materials to Buyer (e.g., returning repaired equipment or cleaned laundry).

**ARTICLE 4**

**RADIOACTIVE MATERIAL**

**4.1 Radioactive Material**.

Radioactive material will not be accepted at Buyer facilities unless radiation levels are less than or equal to eighty percent (80%) of the limits as stated in Federal Regulation 49 CFR173.441. Exceptions may be granted if Contractor provides prior notification of shipment dose levels and obtains approval to ship the material by the Buyer Radioactive Material Specialist or Radiation Protection Manager (RPM).

**4.2.** **Radioactive Shipping License.**

Contractor will submit its radioactive shipping licensee to Buyer’s Radioactive Material Specialist or RPM before shipment arrives at a facility.

**4.3.** **Removal of Buyer-owned Materials.**

 any Material upon which services related to the scope of Work have been or were to be performed. Notwithstanding the previous sentence, Contractor may return Materials to Buyer if the scope of Work includes repairing and/or cleaning Material (e.g. equipment or laundry) and returning the Materials to Buyer upon completion of the services. In addition, Contractor will not sell, lease or otherwise transfer (or agree to the same) any interest in such Materials without Buyer’s consent and without the potential buyer or transferee of such Materials providing Buyer and Exelon Parties Nuclear Energy Liability Insurance protections and contractual protections at least as stringent as the protections provided pursuant to the Contract Documents.

**ARTICLE 5**

**POLICIES AND PROCEDURES; FITNESS FOR DUTY, UNESCORTED ACCESS; SAFEGUARDS INFORMATION**

* 1. **Nuclear Facility Policies and Procedures.**

5.1.1 Contractor will comply with the latest versions of the following Buyer Policies and Procedures with respect to work performed at nuclear facilities, and such Policies and Procedures are incorporated herein by reference.

 5.1.1.1 SY-AA-102-229 “Issuing & Documenting Acceptance Of The Exelon Fitness For Duty And Unescorted Access Program Requirements For Contractors And Vendors.”

 5.1.1.2 SY-AA-101-130 “Security Responsibilities For Station Personnel”.

 5.1.1.3 SY-AA-101-112, “Exelon Security Search Processes”.

 5.1.1.4 SY-AA-102-1001, “Exelon Nuclear Station Owner Controlled Area Fitness For Duty Program”

 5.1.1.5 SY-AA-102-201, “Call-Outs For Unscheduled Work”

 5.1.1.6 SY-AA-102-205, “Fitness For Duty (FFD) Appeal”

 5.1.1.7 Not Used

 5.1.1.8 SY-AA-103-513 “Continual Behavioral Observation Program”

 5.1.1.9 SY-AA-103-517 “In processing Of Personnel (Employee And Contractor)”

 5.1.1.10 SY-AA-103-518 “Out processing Of Personnel (Employee And Contractor)”

 5.1.1.11 LS-AA-119 “Fatigue Management and Work Hour Limits”

 5.1.1.12 LS-AA-119 “Contractor/Vendor Compliance with Fatigue Management and Work Hour Limits”

 Contractor will obtain the Policies and Procedures referenced above from the Buyer’s Designated Representative.

5.1.2Contractor will provide a written job task analysis or job description upon request from Buyer Nuclear Security for each person/position who is seeking authorized unescorted access at any nuclear facility.

5.1.3 The Contractor will not charge Buyer’s third party background vendor entity hired to perform the background investigations a fee to conduct an employment check on Contractor individuals currently or previously employed.

* + 1. Contractor will answer suitable inquiry questions to complete a background investigation on all of its personnel who have unescorted access to a Buyer nuclear facility.

5.1.5 Buyer requires a minimum of 72 hours’ notice, unless otherwise approved, for escorted access notification to security.

5.1.6 Contractor Personnel are required to provide name, social security number, in advance, to the cognizant escort and present an approved photo ID (driver’s license typ.) at time of escorted access.

**5.2 Fitness for Duty Requirements.**

 5.2.1 Contractor will cooperate with and follow, and will cause its Subcontractors and Contractor Personnel to cooperate with and follow, Buyer’s Fitness For Duty Program Policies and Procedures that are involved in Work on Exelon property.

 5.2.2 Buyer will perform all drug and alcohol testing. Fitness For Duty training obligations for Contractor Personnelare covered by the training obligations set forth in Article 7.

 5.2.3 Contractor will operate a Continual Behavioral Observation Program (CBOP) as required by the NRC Access Authorization Rule, 10 CFR 73.56 and NRC Regulatory Guide 5.66 (which is covered in NGET).

 5.2.4 Contractor will inform Contractor Personnel that they must abstain from consuming alcohol for five hours (5) prior to reporting to work at Buyer’s nuclear stations (the “five hour abstinence rule”).

 5.2.5 Contractor will conduct call-outs for unscheduled work according to the Fitness For Duty Call-Out Guideline (which is received in NGET) including the following steps:

 5.2.5.1 Contractor is responsible for asking Contractor Personnel and documenting responses to the following questions: (i) “Have you consumed alcohol in the past 5 hours” and (ii)“Are you fit for Duty?”

 5.2.5.2 Contractor Personnel being called out are responsible to make a statement regarding the previous questions.

 5.2.5.3 Contractor will retain the documentation of call-outs on-Site and make it available to Buyer for annual audits.

 **5.3 Unescorted Access Requirements**

 5.3.1 Requesting Unescorted Access. Contractors whose Contractor Personnel require unescorted access to a Buyer nuclear station Protected Area (“Unescorted Access”) must first contact the Station Security Administrators Office listed in Exhibit A for current badging instructions.

5.3.2 Cancellation of Unescorted Access. Contractor will immediately notify Buyer’s nuclear station Security Department by telephone, following up in writing by fax or U.S. mail within twenty-four (24) hours using Attachment B, when any Contractor Personnel granted Unescorted Access: (i) no longer requires access to Buyer’s or its Affiliates’ assets, (ii) a Contractor Personnel is terminated or his or her employment is otherwise ended, or (iii) the Services are either completed or terminated, so that Buyer can discontinue access for such Contractor Personnel. Contractor will immediately notify Buyer to terminate access to Sites for any Contractor Personnel that is: (i) suspended or terminated from employment for cause, or (ii) that Contractor reasonably believes may pose a threat to the safe working environment at or to any Site, including to employees, customers, buildings, assets, computer systems, trade secrets, confidential data, and/or employee or customer information and Contractor will take all steps reasonably necessary to immediately deny such Contractor Personnel access to the Site and its customers, and return to Buyer any Buyer-issued property including, but not limited to, Buyer photo ID badge, keys, parking pass, documents, or laptop in the possession of such Contractor Personnel. See Attachment A for contacts during and outside normal business hours.

 5.3.3 Contractors will require all Subcontractors and Contractor Personnel to report all arrests and convictions of Contractor Personnel, other than minor traffic violations (i.e., speeding, parking tickets), to Buyer’s nuclear station Security Department. Failure to report an arrest or conviction could result in denial or loss of Unescorted Access.

 **5.4 Safeguards Information**.

 All Contractor's personnel that need to access, hold, or create Safeguards Information (SGI) including Safeguard Information –Modified Handling (SGI-M) relating to Buyer facilities are to follow and acknowledge the requirements set forth in Buyer procedure SY-AA-101-106, “Control and Classification of SGI” and meet the requirements of 10 CFR 73.21, 10 CFR 73.22, and 10 CFR 73.23. This includes but is not limited to the following responsibilities:

 5.4.1 All SGI including SGI-M needs to have classification information - Name, Title, Organization, Date of Classification.

 5.4.2 All newly created SGI including SGI-M to have the classification information incorporated into the first page of the document.

 5.4.3 Only crosscut shredders producing a piece size of ¼” or less can be used to destroy SGI including SGI-M.

 5.4.4 SGI including SGI-M can only be created, revised, viewed electronically and/or printed on computers and printers that do not have a network connection and are approved for usage as a “stand-alone” machine.

 5.4.5 SGI including SGI-M must be stored in a manner approved by Buyer and in approved cabinets with approved locks.

 5.4.6 SGI including SGI-M must be packaged per procedure for transportation.

 5.4.7 SGI including SGI-M found unattended must NOT BE READ, must be quarantined, and Security must be immediately notified.

 5.5 **Approved Vendor List.**

 Failure to comply with this Article 5 could result in Contractor’s removal from Buyer’s Security Approved Vendor List.

**ARTICLE 6**

**MISCELLANEOUS**

**6.1 Control of Portable Devices and Portable Media to be Used with Critical Digital Assets**.

Contractor will comply with the latest version of Buyer procedure MA-AA-716-235 “Control of Critical Digital Asset (CDA) Portable Media and Portable Devices” with respect to work performed at nuclear facilities, and such procedure is incorporated herein by reference. This procedure implements NRC requirements specified in 10 CFR 73.54. Contractor will obtain the referenced procedure from the designated Buyer Contract Administrator.

**6.2 Chemicals.**

6.2.1. All chemicals delivered to a Buyer facility for Work must be approved by each Exelon facility’s Chemical Control Coordinator regardless of hazard and before shipping to that facility. Buyer will not be responsible for Contractor’s cost for delays if chemicals are brought to a facility without approval**.**

6.2.2 Contractor will mail all SDS to the Nuclear Environmental Department, 4300 Winfield Road, Warrenville, Illinois 60555, and also will include a copy with each shipment of Material pertaining to that SDS to the attention of the Exelon facility’s Chemical Control Coordinator.

 Contractor will not use ammonia for maintenance on any part containing aluminum or bronze.

**6.3 Deliveries.**

Drivers making deliveries to Buyer’s nuclear facilities that require access into the Protected Area must be aware of the following:

6.3.1 Identification. Access to the nuclear facility will not be granted without an acceptable form of photo identification (i.e. valid government issued identification card with a photo or employer-issued identification card with a photo). Visitor access to the Protected Area will not be granted without a valid government issued identification card with photo and a social security number. For delivery access to an Exclusion Zone/Protected Area, Contractor must submit 48-hour notice prior to the time access is anticipated to be needed (See SY-AA-101-130). Access to the Protected Area as a visitor will not be granted without a valid government issued identification card with a photo and a social security number.

6.3.2Search. Prior to entering the Protected Area, all Contractor Personnel, Contractor vehicles and all their contents and compartments will be searched. Assure that all locked compartments can be opened. Do not bring any items and material with you that are not absolutely necessary (i.e. briefcases, duffel bags, tool boxes, tarps, etc.) Assure that the vehicles are reasonably well kept. Clothing, towels, rags, work gloves, and other such items that are not necessary for the delivery will lengthen the amount of time taken to search the vehicle. Removing unnecessary objects from the glove compartment will also assist in performing the search more quickly.

6.3.3 Fitness-For-Duty – Contractor Personnel who have consumed alcohol within the last 5 are prohibited from requesting access to the Protected Area.

6.3.4 Prohibited Items. The following items are NOT allowed within the Protected Area:

* Firearms (including parts, facsimiles and ammunition)
* Explosives
* Incendiary devices
* Alcoholic beverages
* Illegal drugs and drug paraphernalia
* Incapacitating agents (mace, pepper spray, etc.)
* Hunting bows
* Illegal knives (such as switchblades)

**IF DRIVERS OR CONTRACTOR PERSONNEL HAVE ANY OF THE ABOVE ITEMS, CONTRACTOR MUST INFORM SECURITY PRIOR TO THEIR ATTEMPTING ENTRY.**

6.3.5Medications.Medication must be kept in its original container (e.g., do not mix medications in the same container) and the name on the medication bottle is to match the name of the individual possessing it. Buyer Site Security must contact appropriate law enforcement agencies for all suspected illegal substances and illegal firearms, explosives, or incendiary devices.

6.3.6 Sampling of Deliveries. Depending on the Material being delivered, the Site may require collecting a sample of the Material and testing it prior to unloading the product.

6.3.7 Driver’s Use of Solvents or Chemicals. No solvents or chemical products (such as WD-40) owned by the driver can be used without permission from site personnel to assure conformance with the Site’s Consumable Chemical Control Program.

6.3.8 Delivery Dates. Contractor will email all Delivery Dates to all Buyer’s Designated Representatives listed in the Purchase Order. If the Delivery Dates change, Contractor will notify Buyer’s Designated Representatives as soon as possible.

6.3.9 Delivery Times.All deliveries must be made during the following standard receiving hours unless otherwise scheduled with the Site:

 6.3.9.1 Fitzpatrick Nuclear Plant: Monday - Thursday (MON-THU), 7:00 am to 3:30 pm.

 6.3.9.2 Other Exelon Nuclear Facilities Monday - Friday (MON-FRI), 7:00 am to 2:30 pm.

**6.4 Freight Instructions.**

 6.4.1 Shipments under 150 pounds. Except as otherwise specified in the Purchase Order, Contractor will ship material under one hundred and fifty pounds (150 lbs) using its commercial parcel carriers, at Contractor’s negotiated rates, and include that charge as a separate line item on the invoice.

 6.4.2 Contractor will mark the Purchase Order number on each package, cartons, and bill of lading that make up the shipment.

 6.4.3 Contractor will mark applicable part numbers on every item.

 6.4.4 Except as otherwise specified in the Purchase Order, all Material will be shipped on a prepaid & add basis.

 6.4.5 If material cannot be shipped via UPS or FedEx, the logistics coordinator of choice for Buyer is all girls trucking: Contact: All Girls Trucking (AGT) at (877) 816-5477.

 6.4.6 Packaging that encloses a shipment greater than or equal to twenty-seven cubic feet (e.g., 3' x 3' x 3’) must have inspection ports located on the top and at least two sides of the crate/package for security inspection. Failure to do so may result in refusal of shipment.

 6.4.7 Material such as piping, steel, or crated goods greater than the width of a standard trailer that would be loaded the long way in a box trailer (i.e. pushed in) must be shipped by flatbed trailer with removable side racks that allows offloading from the side.

 6.4.8 Any load exceeding three thousand pounds (3,000 lbs) and/or is oversized or unbalanced will require ten (10) day’s advance notice to Buyer’s Designated Representative before delivery so rigging assistance can be scheduled. This may also require the driver and truck to meet additional security requirements to be unloaded as they may need to traverse to another part of the site. Please call for additional information.

 6.4.9 Failure to comply with the requirements of this Section 6.4 may result in the shipment being refused.

 6.4.10 Except as otherwise specified in the Purchase Order or other Contract Documents, Contractor will not charge Buyer for any additional costs associated with complying with these instructions.

**6.5 Delay Costs**. Buyer will not be responsible for costs due to delays or reimbursement thereof arising out of Contractor’s non-compliance with the provisions of Articles 4, 5 and 6 of this Exhibit E.

**ARTICLE 7**

**TRAINING AND QUALIFICATION REQUIREMENTS**

7.1 Buyer will have the sole right to determine training and qualification requirements for Contractor Personnel to perform Work at Buyer’s nuclear facilities.

7.2 Contractor will incorporate available NANTeL courses and the ePHQ into its training program wherever practical to do so.

7.3 Contractor will provide Buyer access the Contractor’s training program, content, documents, and training facilities, as well as reasonable assistance to allow Buyer to make a determination concerning credit that may be awarded for worker training and qualification requirements relevant to the type of Work covered in a Purchase Order.

7.4 Neither Party will charge the other for any time, expenses and/or costs associated with providing such access and reasonable assistance or verification of training.

7.5 Contractor will ensure that Contractor Personnel complete all required training and qualification requirements specified in the Purchase Order for which training content and evaluation tools exist on NANTeL, as well as the ePHQ, prior to mobilization to the Site.

7.6. Completion of the NANTeL training courses and the ePHQ does not guarantee Contractor Personnel entry into or a right to work at Buyer’s nuclear facilities. Additional fitness for duty, security, training or task evaluations as may be required by Article 5 of this Exhibit E and the other Contract Documents must be completed prior to Contractor Personnel obtaining an access badge.

7.7 Contractor will not charge Buyer for time, expenses and/or costs associated with any Contractor Personnel or qualification activities performed on-site by Buyer’s personnel for which training content and evaluation tools exist on NANTeL and ePHQ.

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| **Attachment A** |
| DURING NORMAL BUSINESS HOURS: Monday – Friday 8am – 4pmFAX or Telephone Cancellations to Station Security Badge Fabrication |
| **Braidwood Station** Station Security Badge Fabrication (815) 406-2930Fax Number (815) 406-2939 East of IL Rt. 53 1½ Miles S. of Rt. 113 Braceville, IL 60407  | **Byron Station**Station Security Badge Fabrication  (815) 406-2902Fax Number (815) 406-2939 4450 N. German Church Road Byron, IL 61010 |
| **Calvert Cliffs Nuclear Power Plant**Station Security Badge Fabrication (410) 495-3751Fax Number (410) 495-68181650 Calvert Cliffs Parkway Lusby, MD 20657 | **Clinton Station** Station Security Badge Fabrication (217) 937-2902 Fax Number (217) 937-29998401 Power Road Clinton, IL 61727 |
| **Dresden Station**Station Security Badge Fabrication (815) 406-2930 Fax Number (815) 406-29396500 N. Dresden RoadMorris, IL 60450 | **Fitzpatrick Nuclear Power Plant** |
| **LaSalle County Station** Station Security Badge Fabrication (815) 415-2902Fax Number (815) 415-29392601 N. 21st RoadMarseilles, IL 61341 | **Limerick Station**Station Security Badge Fabrication (610) 718-2061 Fax Number (610) 718-27393146 Sanatoga Road Pottstown, PA 19464 |
| **Nine Mile Point Nuclear Station**Station Security Badge Fabrication (315) 349-1912  Fax Number (315) 349-4229348 Lake Road Oswego, NY 13126 | **Oyster Creek Station**Station Security Badge Fabrication (609) 971-4800  Fax Number (609) 971-4099Route 9 South, Box 388 Forked River, NJ 08731 |
| **Peach Bottom Station**Station Security Badge Fabrication (717) 456-3045Fax Number (717) 456-42571848 Lay Road Delta, PA 17314 | **Quad Cities Station**Station Security Badge Fabrication (815) 406-2930/2931(309) 227-2902Fax Number (815) 406-2939(309) 227-293922710 206th Ave North. Cordova, IL 61242 |
| **R.E. Ginna Nuclear Power Plant**Station Security Badge Fabrication (315) 791-3275Alternate (315) 791-3101Fax Number (315) 791-39131503 Lake Road Ontario, NY 14519 | **TMI Station**Station Security Badge Fabrication (717) 948-8293  Fax Number (717) 948-86362625 River Road Middletown, PA 17057 |
| **Zion Station** Station Security Badge Fabrication (847) 746-2084 ext. 2710Fax Number (847) 731-4257101 Shiloh Blvd Zion, IL 60099 |  |
| **OUTSIDE NORMAL BUSINESS HOURS 3:30pm–7am****CONTACT STATION SECURITY****BY TELEPHONE ONLY AT**: |
| **Braidwood Station** | **Byron Station**  |
| Station Security (815) 417-2941 | Station Security (815) 406-2941 |
| **Calvert Cliffs Nuclear Power Plant** | **Clinton Power Station** |
| Station Security (410) 495-4682 | Station Security (217) 937-2941 |
| **Dresden Station**  | **LaSalle County Station**  |
| Station Security (815) 416-2941 | Station Security (815) 415-2941 |
| **Limerick Station** | **Nine Mile Point Nuclear Station** |
| Station Security (610) 718-2946 | Station Security (315) 349-2872 |
| **Oyster Creek Generating Station** | **Peach Bottom Station** |
| Station Security (609) 971-4954 | Station Security (717) 456-4293 |
| **Quad Cities Station** | **R.E. Ginna Nuclear Power Plant** |
| Station Security (309) 227-2941 | Station Security (315) 791-3210 |
| **Three Mile Island** |  |
| Station Security (717) 948-8039 |  |

|  |
| --- |
| **Attachment B** |
|  |
| **Cancellation of Unescorted Access** |
|  |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |
| **Transmitted by Fax or U.S. Mail**  |
|  |
| **From:** |
|  |
| **To: Station Security Administrator** (check one or more stations below) |
|  |
| **( )** Braidwood Station | **( )** Byron Station | **( )** Calvert Cliffs Nuclear Power Plant |
| **( )** Dresden Station | **( )** LaSalle Station | **( )** Limerick Station |
| **( )** Nine Mile Point Nuclear Station | **( )** Oyster Creek Station | **( )** Peach Bottom Station |
| **( )** Quad Cities Station | **( )** R.E. Ginna Nuclear Power Plant | **( )** Zion Station |
|  |
| **Requests for unescorted access for the personnel listed below is hereby cancelled.** |
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| **Full Name** | **Social Security Number** |
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| Name of Contractor Company |  |
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| Signature  |  |
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| Printed or Typed Name of Signatory  |  |
|  |  |
| Title of Signatory |  |

**EXHIBIT F – BACKGROUND INVESTIGATIONS**

Background investigations must include the following:

* Use as Investigation search components the applicant’s date of birth and all names/aliases provided or identified during the investigation
* SSN Verification and Trace
* Searches of:
* National criminal database, such as the National Crime Information Center (NCIC) or the Widescreen Plus National Criminal Search
* 7 year county and, if available, local municipality criminal database search using addresses from the previous seven years
* 7 year Federal District Court criminal database search using addresses from the previous seven years
* 7 year State Law Enforcement Verification using addresses from the previous seven years
* The National Sex Offender & Violent Abuse Registry
* Extended Global Sanctions
* 7 year Employment Verification
* Education Verification – Highest completed
* 10-panel Drug Test

**EXHIBIT G – UTILITIES SPECIAL TERMS AND CONDITIONS**

In the event that Contractor performs any Work for an Exelon Utility, the following provisions will apply:

**ARTICLE 1. DEFINITIONS**

Unless otherwise defined herein, all capitalized terms will have the meaning given to them in the Terms and Conditions unless context requires otherwise.

**“ACE”** means Apparent Cause Evaluation. An Apparent Cause Evaluation is an investigation conducted to determine the apparent cause and extent of condition of an event or problem. An ACE provides a limited investigation and assignment of corrective actions

**“As-Built Package”** means the Work Package that is returned to the Utility at the completion of Work documenting the condition of the Facilities associated with the Work. The as-built package must accurately describe the completed Work.

**“Baseline Work”** means scopes of Work that are typically performed as routine work by Utility gas mechanics or electric lineman, and Contractors may be assigned as a Contractor of Choice (COC) to fill peaks in the base workload.

**“Centrally Managed Project”** means a project that is managed by a Buyer project manager for the applicable Utility’s Project Management Organization.

**“CIWP”** means Contractor Information Web Page. CIWP is an internet controlled access website where Contractors can access current versions of applicable Policies and Procedures required for the completion of assigned Work.

**“CPA”** means contract payment authorization issued through the Buyer’s electronic contract management system (currently Asset Suite 8) to approve the payment of an invoice.

**“CR”** means Condition Report. A Condition Report is a written document used to report initial fact finding in response to a human performance event, equipment failure, or other adverse condition.

**“COC”** or **“Contractor of Choice”** means a preferred or alliance Contractor with an established contract for performing a specific category of Work. Baseline Work is often awarded to a COC under a Blanket Contract where the specific work assignments have not been identified prior to Contract Award.

**“Contractor’s Quality Program”** will have the meaning in Section 12.1.1.

**“Covered Work”** means Work which involves (i) an operations, maintenance, or emergency-response function regulated by 49 C.F.R. Parts 192, 193, or 195 that is performed on a pipeline or on an Liquefied Natural Gas facility; or, (ii) operation of a commercial motor vehicle and meets the additional conditions described in 49 C.F.R. Part 382.103.

**“Customer”** means an Exelon Utility’s residential, commercial or industrial customer whose property or service is or may be affected by Contractor’s performance of the Work.

**“DART Rate”** means Days Away Restricted Transfer Rate.

**“Design Criteria”** means a document or document setting forth the criteria for the engineering, design or construction work scope.

**“DOT”** means the U.S. Department of Transportation or its successor.

**“DOT Regulations”** means 49 C.F.R. Parts 40, 192, 193, 195, 199, and 382.

**“Environmental Management System” or “EMS”** means the applicable Exelon Utility’s Policies and Procedures to satisfy the requirements of the Exelon EMS Program (EN-AC-10) and ISO 14001:2004. EMS is a continual cycle of planning, implementing, reviewing, and improving the processes and actions that an organization undertakes to meet its business and environmental goals. Built on the "Plan, Do, Check, Act" model, the EMS enables the organization to programmatically manage its environmental risks and liabilities. Simply, the EMS is a process to manage environmental risk.

**“ES Group”** means Buyer’s Environmental Services Group.

**“Exelon Utility”** means Atlantic City Electric Company (“Atlantic City Electric”), Baltimore Gas and Electric Company (“BGE”), Commonwealth Edison Company (“ComEd”), Delmarva Power & Light Company (“DPL”), PECO Energy Company (“PECO”), Potomac Electric Power Company (“Pepco”) or any electric or natural gas transmission or distribution companies operated by a subsidiary of Exelon Corporation.

**“FFD Coordinator”** means the Buyer Fitness for Duty Program Coordinator or other individual designated by Buyer to coordinate with Contractor regarding compliance with the requirements of Article 2 of these Special Terms and Conditions.

**“Gas Out”** means Contractor has pressurized a gas utility with natural gas.

**“LWDC Rate”** means Lost Work Day Case Rate.

**“OCC”** means the applicable Exelon Utility’s Operations Control Center.

**“OSHA Recordable Rate”** means number of injuries times 200,000 divided by work hours within a specific period.

**“Phase 1”** means conceptual study or design phase.

**“Phase 2”** means detailed design and project planning phase.

**“Phase 3”** means execution or construction phase.

**“PPE”** means Personal Protective Equipment.

**“Quality-Related Records”** means Contractor’s Quality Assurance Manual; other quality control policies, procedures, and processes

**“Record Set of Drawings”** means the record set of reference Drawings and sketches provided by Contractor.

**“Severity Rate”** means days away times 200,000 divided by the work hours during a specific period

**“SWP”** means Safe Work Plan.

**“Web-based Repository”** means ISNetworld (<https://www.isnetworld.com/Customers.aspx>) or such other third-party managed on-line reporting service and repository of Contractor’s OSHA hours as may be specified in the Purchase Order.

“**Work Package”** means the collection of electronic work order related documents, including Scope of Work document, prints and unit sheets with estimates that identify what Work is to be performed and contains all the information necessary to enable efficient work scheduling and execution.

**“Work Package Checklist”** means a document describing the required contents of the Work Package.

**ARTICLE 2. POLICIES, PROCEDURES, AND SPECIFICATIONS**

**2.1. Policies and Procedures.**

The Policies and Procedures listed below are applicable to Work performed by COCs, and as otherwise specified in the Purchase Order. These Policies and Procedures are available to Contractors on the CIWP.

2.1.7.2.1.1. EA-ED-104 – Event Free Clock Procedure

2.1.8.2.1.2. EA-EU-P011 – EU Human Performance Program

 – Event Free Clock Procedure & Other Issue Identification Criteria2.1.2. PC-ED-2016

2.1.4. PC-ED-2017 – Contractor Orientation

2.1.5. PC-ED-2018 – Contractor Information Web Page

2.1.6. PC-ED-1019 Incident Response, Reporting and Investigation Procedure

2.1.7. PC-ED-P002 Contractor Oversight Process for Baseline Work

2.1.8. PC-EU-0013 – Invoice Review and Approval Procedure

2.1.9. PC-EU-1021 – Change Order Procedure

2.1.2.2.1.10. PC-EU-2016 – Contractor Compliance and Management of Contractors

2.1.11. PC-EU-P004 Contracting Management Overarching Strategy

2.1.12. Applicable Exelon Utility “Rules to Dig By”

 2.1.12.1. BGE Rules to Dig By

 2.1.12.2. CM-CE-080011 – ComEd Rules to Dig By

 2.1.12.3. CM-PE-080010 – PECO Rules to Dig By

2.1.13. Applicable Exelon Utility Safety Rule Book

 2.1.13.1. SA-BE-001 et seq., BGE Safety Manual

 2.1.13.2. SA-CE-4032 – ComEd Safety Rule Book

 2.1.13.3. PECO Safety Rule Book

 2.1.13.4. Pepco Holdings Safety Manual for Atlantic City Electric, DPL and Pepco

2.1.14. Applicable Exelon Utility Environmental Policies and Procedures

 2.1.14.1. Atlantic City Electric

2.1.14.2. BGE

 2.1.14.3. ComEd

 2.1.14.4. DPL

 2.1.14.5. PECO

14.6. Pepco

**2.2. Construction and Material Specifications.**

Contractor will perform all Work for Exelon Utilities in accordance with Buyer’s Construction and Material Specifications. Buyer’s Construction and Material Specifications are available to Contractors on the CIWP.

**ARTICLE 3. COMMUNICATIONS**

**3.1. Incident and Event Notification.**

3.1.2. All Contractors will notify Buyer Designated Representative (and task manager where applicable) within sixty (60) minutes if any Contractor Personnel are involved in any incident involving personal injury, damage to electric, gas, water or other utilities, or customer property; traffic accident within the Work Site; environmental violations; investigations, or litigation, Customer or third-party complaints relating to the course of Work.

**3.2. Communications.**

 3.2.1. Contractor will have the capabilities to access Buyer’s internet websites (e.g., CIWP) and services, transmit and receive emails with attachments (e.g., MS-Word, MS-Excel, Adobe Acrobat), and map and identify location (e.g. GPS).

 3.2.2. Contractor will provide and maintain mobile / cellular telephone communication links with and between each of its work crews.

**ARTICLE 4. CUSTOMER AND PUBLIC RELATIONS**

The provisions of Article 4 are only applicable to Work performed by COCs, or as otherwise specified in the Purchase Order.

**4.1. Customer Satisfaction.**

 4.1.1. Contractor will review with all Contractor Personnel, the need to keep Buyer’s Customers satisfied with Contractor performance.

 4.1.2. Reviews will be conducted when each Contractor Personnel first performs Work for Buyer, and on an annual basis thereafter.

 4.1.3. Contractor will provide documentation of such reviews as requested by Buyer.

**4.2. Customer and Public Contacts and Interfaces.**

Contractor will manage its contacts and interfaces with the Buyer’s Customers and public in a manner that enhances the reputation and image of the Buyer and will use all practical means to prevent complaints from Customers and the public, including:

 4.2.1. Contractor will minimize noise levels at Sites.

 4.2.2. Contractor will manage without disagreement or dispute access to private property for the purpose of conducting Work.

 4.2.3. Contractor will notify any Customers whose service will be interrupted forty-eight (48) hours before the start of Work in written format as approved by Buyer. Notice will include contact information, start date and time, completion date and time.

 4.2.4. Contractor will minimize scheduled electrical interruptions.

 4.2.5. Contractor will notify all property owners or occupants verbally or through the use of a door hanger of planned Work that will be performed on their property or which will require access to their property. Notice will include contact information, start date and time, completion date and time.

**4.3. Customer and Third Party Claims and Complaints.**

 4.3.1. Contractor will promptly respond to and investigate all complaints pertaining to the Work.

 4.3.1.1. Each complaint must be reported promptly to the Buyer’s Designated Representative verbally.

 4.3.1.2. Contractor will submit a follow-up written report if requested by Buyer.

 4.3.2. Contractor will maintain a written record of all complaints and their resolution.

 4.3.3. Contractor will resolve damage claims from Buyer’s Customers and third parties arising out of Contractor’s performance of the Work in a professional and timely manner not to exceed thirty (30) days.

 4.3.4. Complaint records will be maintained for a period of twenty-four (24) months from the date the complaint is resolved and will be subject to audit by Buyer.

**ARTICLE 5. GOVERNMENTAL AUTHORITIES, PERMITS AND INSPECTIONS**

**5.1. Governmental Authorities**

 5.1.1. Contractor will ensure all Contractor Personnel conduct themselves in a professional manner when interacting with Governmental Authorities.

**5.2. Public Roadways.**

 5.2.1. Contractor will make all necessary arrangements with and notifications to Governmental Authorities for the use of public roadways traveled by the Contractor's vehicles and equipment in the course of the Work.

 5.2.2. Contractor will schedule its work to comply with the applicable Law concerning road use, including posted roads.

**5.3. Inspections.**

 5.3.1. Contractor will notify Buyer’s Designated Representative immediately when any Governmental Authority performs a Site inspection of Work performed on Buyer’s property.

**ARTICLE 6. WORK MANAGEMENT PROCESS**

The provisions of Article 6 are only applicable to Work performed by COCs, or as otherwise specified in the Purchase Order.

**6.1. Work Packages.**

 6.1.1. Contractor will perform only the authorized Work specified in the Buyer’s Work Package or approved Change Order.

 6.1.2. Contractor will utilize the Work Package Checklist, perform field walk downs, and verify design-to-field conditions prior to mobilization and scheduled start of on-Site Work.

 6.1.3. Contractor will mark up all affected Buyer’s Drawings to show “As-Built” (redline) conditions and will constitute revisions to Buyer’s drawings following completion of the Work.

**6.2. Work Management Interface.**

6.2.1. Contractor will provide daily electronic report (in most current format) to Work Management, Operations, Construction & Maintenance and Alliance Management indicating each crew’s job assignments.

6.2.2. Contractor will participate in all required Work management calls and meetings to ensure schedule adherence. Participate in weekly accountability meetings to address any schedule commitments not fulfilled.

**6.3. Submittals.**

6.3.1. Contractor will keep a Record Set of Drawings at the Site on which Contractor will clearly and accurately record all approved changes and/or additions to the Work made to meet field conditions. The Record Set of Drawings will be used for this purpose only, and will be delivered to the Buyer’s Designated Representative, in good condition, as an accurate record of the Work, prior to Final Acceptance.

6.3.2. Buyer reserves the right to send representatives to the office of Contractor, its Subcontractors and vendors to examine drawings during the design and drafting phase to ensure conformance with the Contract Documents.

6.3.3. As-Built Packages and Record Sets of Drawings will be submitted to Buyer’s Designated Representative within ten (10) Business Days (five (5) Business Days for PECO) of Final Completion. Completed As-Built Packages will contain copies of any Contractor QC inspection information. Rejected As-Built Packages must be corrected and re-submitted within forty-eight (48) hours. Gas Out As-built will be submitted to OCC daily.

6.3.4. Copies of any calculations, assumptions made during the calculations, and other relevant information will be submitted to Buyer‘s Designated Representative as part of the Submittals.

**6.4. Scope Changes**

6.4.1. Contractor will notify Buyer’s Designated Representative and obtain written authorization before making any alteration in the scope of Work in the Work Package. Contractor will follow the PC-EU-1021, Change Order Procedure.

6.4.2. Contractor will submit a completed Scope Change Notice in the form prescribed by Buyer toBuyer’s Designated Representative per PC-EU-1021.

**ARTICLE 7. DAMAGE TO PROPERTY AND GENERAL HOUSEKEEPING**

**7.1. Damage to Customer, Public and Third-Party Property.**

 7.1.1. Contractor will take reasonable care to protect and minimize damage to Customer, public and, third-party property, including buildings, streets, sidewalks, parking lots, yards, trees and ornamental vegetation and other improvements.

 7.1.2. Contractor will report immediately to Buyer’s Designated Representative any damage to Customer, public and third-party property in accordance with the Contract Documents.

 7.1.3. Contractor will repair any damage to resulting to Customer, public and third-party property from Contractor's operations where required by applicable Law or Exelon Utility contract with customer.

 7.1.4. Contractor will restore all damaged areas in a workman-like manner, including:

 7.1.4.1. Seed, rake and water for grass, and

 7.1.4.2. Patch or replace asphalt and paving according to applicable municipal or state standards, if required by Purchase Order.

 7.1.5. Repairs will be completed within the time-frames specified in the Contract Documents and Buyer’s Policies and Procedures.

 7.1.5.1. If no time-frames are specified in the Contract Documents or Buyer’s Policies and Procedures, repairs will be completed within sixty (60) Days of completion of the Work, weather permitting.

 7.1.5.2. Contractor will develop and maintain a permanent repair schedule for all surface restoration that cannot be completed at the time of the completed Work.

 7.1.5.3. Contractor will provide Buyer’s Designated Representative with a daily repair crew location report.

 7.1.5.4. Contractor will provide written notification to Customers, Governmental Authorities, and third parties of scheduled repairs.

 7.1.6. Contractor will compensate Customers, Governmental Authorities, and other third parties, in a timely manner, for all damages resulting from performance of the Work that cannot be repaired.

**7.2. Work Site Housekeeping**

 7.2.1. Contractor will maintain good housekeeping and orderliness at all times.

 7.2.2. Contractor will continuously remove rubble, scrap material and construction debris generated by the Work from the Site.

 7.2.3. Contractor will thoroughly clean the Site prior to the end of each workday.

 7.2.4. Contractor will promptly remove any dirt, mud, construction debris, etc. deposited by Contractor on any street.

 7.2.5. The use of any existing substation for show-up and/or storage of Material and Contractor’s equipment will not be permitted (other than those substations where the Work will be performed).

 7.2.6. Contractor will not use electrical power from a Buyer’s source without prior approval from Buyer’s Designated Representative.

**ARTICLE 8. BUYER-FURNISHED MATERIAL AND PROPERTY**

**8.1. Buyer-Furnished Material and Property.**

 8.1.1. Contractor Personnel will not borrow, use, or operate Buyer-Furnished Material or Property without approval of Buyer’s Designated Representative.

 8.1.2. If approval is granted, Contractor will ensure that Contractor Personnel using Buyer-Furnished Property are properly trained and provide written documentation of that training to Buyer’s Designated Representative.

 8.1.3. Contractor will return surplus Buyer-Furnished Material and Buyer Furnished Property to the Buyer storeroom designated in the Work Order, Purchase Order or by Buyer’s Designated Representative.

 8.1.4. All Buyer-Furnished Material and Buyer-Furnished Property will be returned in an orderly manner, tagged with its catalog ID number and with the proper documentation and material return ticket indicating the Work Order associated with the material.

 8.1.5. Surplus wire and cable (assuming in good condition), regardless of length, will be returned using a Material Return Ticket to the location of original distribution.

**8.2. Salvage**

 8.2.1. Contractor will salvage all material and equipment removed from service by returning to scrap dumpsters at Buyer’s facilities or by other arrangements made with Buyer’s Designated Representative and Buyer’s Investment Recovery Department.

**ARTICLE 9. SAFETY AND SECURITY**

**9.1 Audits and Reports**

 9.1.1. Safety Audits.

 9.1.1.1. Contractor will conduct safety audits on all Work in progress for Buyer.

 9.1.1.2. Results of safety audits are to be reported to Buyer as requested.

 9.1.2. Safety Reports.

 9.1.2.1. Contractor will submit a semi-annual safety report to Buyer. The report will contain:

 9.1.2.1.1. A summary of activities undertaken in the implementation of the Contractor’s Safety Program;

 9.1.2.1.2. The current LWDC rate, DART Rate, Severity Rate, and OSHA Recordable Rate. Where applicable rates are to be provided for both Buyer and non-Buyer Work; and

 9.1.2.1.3. A roll up of safety audit findings from Buyer projects. This must include: number of audits conducted and the most common safety violation found.

 9.1.2.1.4 This information will also be included in Performance Indicators (PI’s) for all Contractors required to provide PI’s.

 9.1.3. All OSHA hours and any other required information will be entered into the Web-based Repository.

**9.2. Clothing and PPE**

, including those listed in Section 2.1.10 of this Exhibit G.

 9.2.2. Contractor will ensure that Contractor Personnel hard hats will be easily distinguishable from those of Buyer’s employees and other contractors.

**9.3. Digging and Excavation**

 9.3.1. Contractor will follow the applicable Buyer’s Prudent Digging Techniques Procedure (“Rules to Dig By”) and any other applicable “one call”, locating or excavation regulations.

 9.3.2. Contractor will be required to perform a field walk down to ensure Rules to Dig By compliance along with design and Construction Standards compliance.

**9.4. Electrical Safety**

 9.4.1. Contractor will be required to follow Owner’s Lock Out-Tag Out Switching Request System (“SRS”) and Minimum Approach Distance (“MAD”)/Clearance Requirements.

 9.4.2. All Contractor Personnel performing Work in a Buyer’s substation will attend a safety / environmental / security orientation which meets or exceed the requirements established by the applicable Exelon Utility.

**9.5. Orientation and Training**

 9.5.1. Contractor will conduct pre-Work orientation sessions for all Contractor Personnel under its direction. The orientation will address all environmental, occupational health and safety rules, job hazard identification and mitigation along with the proper use of personal protective equipment associated with the Work to be performed on Site.

 9.5.2. Contractor will document Contractor Personnel participation in these pre-Work orientation sessions, and make this documentation available upon request to Buyer’s Designated Representative.

 9.5.3. Contractor will provide a safety orientation for each Subcontractor before Subcontractor mobilization at the Work Site, including review of the SWP specific hazards, daily safety briefing requirements, and reporting requirements.

**9.6. Safe Work Plans.**

The provisions of Section 9.6 are only applicable to Work performed by COCs, or as otherwise specified in the Purchase Order.

9.6.1. Types of SWPs

9.6.1.1. Contractor will prepare and submit to Buyer for Buyer’s approval a general SWP for each Blanket Purchase Order within fifteen (15) Business Days of the execution of the Blanket Purchase Order, and prior to commencement of any Work under the Blanket Purchase Order.

9.6.1.2. Contractor will prepare a task specific SWP for each Purchase Order or Purchase Order Release in excess of one million dollars ($1,000,000), review it with the Buyer’s Designated Representative and Safety Professional five (5) Business Days prior to mobilizing to the Site, and receive Buyer’s approval before executing Work at the Site.

9.6.2. The SWP will include as a minimum a description of the Work to be performed, the hazards likely to be encountered, required PPE, and other safety requirements.

9.6.3. The SWP will also include a requirement for notification of Buyer and others if an incident occurs.

9.6.4. Contractor will maintain a summary of corrective actions from all ACE, RCI, CR or Near Miss incidents, as well at those of other contractors reported to the Contractor by Buyer.

9.6.5. Contractor will incorporate corrective actions from previous safety incidents into the Contractor’s Safe Work Plans. The Contractor may request information from Buyer on the appropriate content of SWPs.

**9.7. Site Readiness.**

The provisions of Section 9.7 are only applicable to Work performed by COCs, or as otherwise specified in the Purchase Order.

 9.7.1. Contractor will ensure job Site readiness in advance of the Work beginning.

 9.7.1.1. Contractor will coordinate with Customer to have all obstacles in the path of the Work removed as required.

 9.7.1.2. Contractor will bring to the attention of Buyer’s Designated Representative any conditions where the Work scope would cause interference or prevent accessibility for maintenance and operations.

**9.8. Traffic Control**

 9.8.1. Unless otherwise specified in the Purchase Order or Work Package, Contractor will provide the required traffic control according to applicable traffic control standards developed or adopted by the permit issuing agency or regulatory authorities.

 9.8.2. Police coverage will be coordinated by the Contractor as required in the Purchase Order.

**ARTICLE 10. WORK SUBJECT TO DOT REGULATIONS**

This Article 10 applies to Contractor and Subcontractors insofar as Contractor Personnel perform Covered Work for Buyer on any Exelon Utility’s premises, facilities, or at any other location.

**10.1. Drug, Alcohol and Controlled Substances.**

Contractor will comply with applicable Law regarding use of and testing for drugs, alcohol, and controlled substances.

10.1.1. Contractor will comply with all applicable provisions of 49 C.F.R. Parts 199 and 382 with respect to any Contractor Personnel who is or will be assigned to perform Covered Work.

10.1.2. Contractor will conduct all drug, alcohol, and controlled substance testing relating to Covered Work in accordance with the provisions of 49 C.F.R. Parts 40, 199, and 382.

10.1.3. Contractor will ensure that its drug, alcohol, or controlled substance testing programs comply with any applicable state or local Laws regarding the administration and use of drug and alcohol tests in employment, including:

10.1.3.1. Maryland: MD Code, Health-General, Title §17-214

10.1.4. Contractor will develop and submit to Buyer’s FFD Coordinator for approval an Alcohol Misuse Prevention Plan and an Anti-Drug Plan for Covered Work, to the extent required under 49 C.F.R. Parts 199.102 and 199.202.

10.1.5. Buyer authorizes Contractor to implement and conduct its own alcohol and drug testing, education, and training programs for Covered Work in accordance with 49 C.F.R. Parts 40 and 199 after Buyer approval of Contractor’s Alcohol Misuse Prevention Plan and Anti-Drug Plan,.

10.1.6. Contractor grants Buyer, the Administrator of the Pipeline and Hazardous Materials Safety Administration (“PHMSA”), and any authorized state representative access to all properties and records for the purpose of monitoring Contractor's compliance with 49 C.F.R. Parts 40 and 199 as it relates to the Covered Work.

**10.2. Buyer’s Policies and Procedures.**

Contractor will comply with applicable Buyer Policies and Procedures pertaining to the use of and testing for drug, alcohol, and controlled substances while performing Covered Work, and while on Buyer’s premises.

10.2.1. Applicable Policies and Procedures include:

10.2.1.1. HR-AC-16 – Exelon Drug and Alcohol Policy;

10.2.1.2. HR-AC-301 – Post-Accident Testing Procedure, and

10.2.1.3. Other Policies and Procedures listed in the Purchase Order or other Contract Documents.

10.2.2 Buyer will post to Contractor Information Web Page copies of all applicable Policies and Procedures.

**10.3. Compliance by Contractor Employees.**

10.3.1. Prior to commencing Covered Work, Contractor must provide Buyer’s FFD Coordinator with the full name(s) and Social Security number(s) of Contractor Personnel to be used in the performance of Covered Work who have been employed previously by Buyer or its Affiliates via the Contractor Add Process.

10.3.2. Contractor will require all Contractor Personnel assigned to perform Covered Work to comply with the provisions of 49 C.F.R. Parts 199 or 382 as applicable, and any state or local Laws pertaining to the same subject matters.

10.3.3. Contractor will require all Contractor Personnel assigned to perform Covered Work to comply with all Buyer Policies and Procedures identified herein and in the Contract Documents.

10.3.4. Contractor will provide all Contractor Employees who are assigned to perform Covered Work with appropriate training and education on compliance with the applicable Law and Buyer’s Policies and Procedures referenced in these Special Terms and Conditions, including relevant supervisors or other Contractor Employees who must be trained and educated on reasonable suspicion of the use of alcohol or controlled substances.

10.3.5. Contractor will not authorize any individual to perform Covered Work unless that individual has met the requirements of 49 C.F.R. Parts 199 or 382, as applicable, and Buyer’s Policies and Procedures.

10.3.6. Buyer retains the right to grant, deny, suspend or revoke authorization for Contractor Personnel to perform Covered Work in its sole discretion, and Buyer’s decision will be conclusive and binding upon Contractor. However, the fact that Buyer has not denied authorization to an individual will not relieve Contractor from its responsibilities and liabilities hereunder to ensure that such individual meets the requirements for authorization to perform Covered Work.

10.3.7. Contractor Personnel who have a positive alcohol or drug test, or who refuse to submit to required testing while performing Covered Work will not be permitted to perform any Work for Buyer or its Affiliates.

10.3.8. Nothing in these Special Terms and Conditions will create a relationship of employment between Buyer and Contractor Personnel. Contractor will remain fully responsible for the selection, training, discipline, fitness, and skill of all Contractor Personnel.

**10.4 Contractor’s Certification of its Compliance.**

10.4.1. Contractor will provide any information or compliance reporting to DOT as required under 49 C.F.R. Parts 40, 199, and 382.

10.4.2. Contractor will provide the following information to Buyer:

10.4.2.1. Contractor must submit copies of its Alcohol Misuse Prevention Plan and Anti-Drug Plan to the Buyer’s FFD Coordinator, and Buyer must approve that Plan, prior to beginning any Covered Work for Buyer.

10.4.2.2. Contractor will notify Buyer’s FFD Coordinator upon the removal of any Contractor Personnel from Covered Work in accordance the DOT regulations or Buyer Policies and Procedures.

10.4.2.3. Contractor will furnish to Buyer’s FFD Coordinator] the full name and social security number of any Contractor Personnel removed from Covered Work under the DOT Regulations or Buyer’s Policies and Procedures.

10.4.2.4. Before Contractor may return Contractor Personnel to Covered Work following removal of his or her authorization, Contractor will provide certification to Buyer’s FFD Coordinator that Contractor and the Contractor Personnel have completed all return to work requirements imposed by the DOT regulations and Buyer’s Policies and Procedures.

10.4.2.5. Contractor will forward information identified in the DOT reporting requirements under 49 C.F.R. Parts 199.119, 199.229, and 382.403, to Buyer’s FFD Coordinator] on a quarterly basis.

10.4.2.6. Contractor will certify to Buyer’s FFD Coordinator on an annual basis that it has conducted and completed education and training of Contractor Personnel.

10.4.3 Contractor’s non-compliance with the any of the requirements in these Special Terms and Conditions may result in revocation of any or all authorizations for Contractor to perform Covered Work.

**10.5. No Additional Compensation**

Contractor will not be entitled to any additional compensation for compliance with Article 10 of these Special Terms and Conditions beyond the Contract Price.

**ARTICLE 11. ENVIRONMENT**

**11.1. Environmental Compliance Plan.**

11.1.1 Contractor will prepare an Environmental Compliance Plan for all non-Emergency Work and submit it to Buyer’s Designated Representative for review at least thirty (30) Days prior to Commencement of Work, or as otherwise specified in the Project Schedule.

11.1.2. The Environmental Compliance Plan will:

 11.1.2.1. Assess the potential for the Work to adversely affect the environment;

 11.1.2.2. Identify applicable Laws;

 11.1.2.3. Identify Contractor’s proposed method of complying with applicable Laws;

 11.1.2.4. Provide schedule for application and approval for all necessary permits and licenses, including necessary notifications and publications, to be incorporated into Project Schedule.

 11.1.2.5. Provide a life cycle analysis for all Materials selected for use on an individual project. The analysis will indicate a listing of all Materials proposed for use and an assessment of the potential environmental impacts associated with the manufacturing, use and disposal of Material. Contractor will use Materials that have the lowest adverse environmental impact based on their lifecycle analysis, during the performance of their work.

**11.2. Environmental Management System (“EMS”)**

 11.2.1. Contractor will comply with Buyer’s EMS, including Buyer’s applicable Environmental Policies and Procedures.

 11.2.2. Contractor Personnel will complete and document EMS training and provide to Buyer as requested within twenty-four (24) hours of the request.

**11.3. Treatment, Disposal and Recycling Facilties**

 11.3.1. Contractor will submit the location(s) of treatment, disposal or recycling facilities for all material wastes for approval of to Buyer’s ES Group, per Section 25.1 of the Terms and Conditions, prior to commencement of Work.

 11.3.2. Containers used for transportation of waste materials must be suitable for the material being transported.

 11.3.3. All oil-filled and formerly oil-filled equipment/waste materials must be transported in sealed, lined and tarped containers.

 11.3.4. Within thirty (30) Days of the date of disposal, the Contractor will provide the Buyer with copies of all manifests, permits, certificates and any other documentation relating to the disposal of waste materials generated during the Work.

**11.4.** **Spills, Releases and Leaks**

 11.4.1. In addition to the requirements of Section 24.5.5 of the Terms and Conditions, Contractor will immediately report all spills, releases and leaks of any substance to the environment to Buyer’s OCC and Buyer’s ES group.

 11.4.2. Contractor will cease all Work in the area affected by a spill, release, or leak and implement containment measures to prevent the release, movement, spread, or disturbance of hazardous constituents and to protect Persons, property and the environment.

 11.4.3. Final spill, release or leak cleanup and material disposal must be completed in coordination with the Buyer’s ES group, which may include using the Buyer’s environmental COC.

**11.5 Soil Management**

11.5.1. Contractor will perform the testing, excavation, handling, transportation and disposal of soils generated from all Work Sites in accordance with applicable Law and Buyer’s Policies and Procedures.

11.5.2. Contractor will identify all soil storage and disposal locations prior to the commencement of any Work. Contractor will provide documentation to the Buyer on a monthly basis which will, at a minimum, include:

 11.5.2.1. Disposal/recycling facilities utilized;

 11.5.2.2. Volumes generated from each Purchase Order; and

 11.5.2.3. All testing and confirmation of testing performed by or for Contractor to document the soil quality.

**11.6. Water Management**

11.6.1. Prior to commencement of any Work, Contractor will provide details to Buyer on the proposed handling, containment, treatment, discharge, or disposal of any/all water that may be encountered as part of tits Work.

11.6.2. Contractor will perform dewatering of manholes and excavations in compliance with the requirements established by the Buyer’s ES group.

11.6.3. Contractor will perform all necessary studies to document water quality and conditions

11.6.4. Contractor will submit to Buyer’s ES group copies of all necessary environmental permits, approvals and licenses to perform work for the Buyer, including, but not limited to, permits for dewatering (withdrawal) and discharge prior to commencment of the Work.

11.6.4. Any on-Site treatment of water requires approval by the Buyer’s ES group.

**11.7. Land Disturbances**

11.7.1. Prior to commence of the Work, Contractor will perform all studies required by applicable Law to perform the Work including, but not limited to, geotechnical, environmental, construction, wetland, storm water, erosion and sedimentation , and zoning studies.

11.7.2. Contractor will submit copies of the study reports, and all related permits, licenses and other documentation to the Buyer prior to commencement of any Work.

11.7.3. Contractor will submit a detailed Horizontal Directional Drilling (HDD) plan to the Buyer’s Designated Representative for review prior to commencement of any HDD Work, which will include, at a minimum, the following:

 11.7.3.1. Details regarding all permits, environmental/engineering studies

 11.7.3.2. The HDD route;

 11.7.3.3. Measures to mitigate environmentally sensitive areas;

 11.7.3.4. Drilling fluid details;

 11.7.3.5. Plans for handling of inadvertent drilling fluid releases; and

 11.7.3.6. Plans for handling, storage and disposal of drilling wastes prior to the commencement of any Work.

**11.8. Demolition Work**

 11.8.1. Hazardous Substances Assessment. Prior to the commencement of any demolition Work, Contractor will perform and submit to Buyer’s ES group a Hazardous Substances assessment to identify any Hazardous Substances that require removal, and/or abatement (*e.g.*, lead, mercury, PCBs, asbestos, radiation sources, or oil filled equipment) prior to commencement of the demolition activities.

 11.8.2. Contractor will verify all materials have been removed prior to commencement of any demolition activities.

**ARTICLE 12. QUALITY ASSURANCE (“QA”)**

The provisions of Article 12 are only applicable to Work performed by COCs, or as otherwise specified in the Purchase Order.

**12.1. Quality Control, Inspections and Acceptance of Work.**

12.1.1. Contractor is responsible for quality control and conformance to Contract Documents during the course of the Work.

12.1.2. Buyer will perform periodic QA inspections and annual audits to ensure the Contractor’s Quality Program is effective and in compliance with the Contract Documents. Deviations and nonconformances identified must be completed by the specified completion date in the applicable inspection or audit report.

12.1.3. Contractor QA inspections will be conducted by subject matter experts dedicated to the quality control function and not by the Contractor Personnel performing or supervising the Work. If requested, Contractor will submit Quality Control Inspection Reports to the Buyer per specific process for each specific utility. In addition, Quality Inspection results will be part of PI’s, for contractors required to submit PI’s. Records of the inspections will be maintained for a minimum of five (5) years.

12.1.4. Buyer may require Contractor to conduct specific levels of quality control inspections on as needed, *i.e.*, Top Priority Circuit,, Summer Critical, governmental commitment, Ward commitment, etc.

12.1.5. When a Work Package is returned and Work is progressed to “completed” status, Contractor will execute a Certificate of Final Completion attesting to the quality and completeness of work.

**12.2. Contractor’s Quality Program.**

12.2.1. Contractor will maintain a documented quality program based on the requirements identified in ANSI/IASQC C1-1996 (Specification of General Requirements for a Quality Program). Contractor will be responsible for obtaining a copy of the standard as well as assuring that the current revision of the standard is used (a copy can be purchased at www.ansi.org).

12.2.2. Contractor will not be required to obtain independent or third-party QA certifications, but must comply with the ANSI requirements and any additional requirements that have been identified in this contract. Document retention policies identified in this contract supersedes those identified in ANSI/IASQC C1-1996.

12.2.3. Contractor will be responsible for designating a Quality Manager to implement the Quality Program. The Quality Manager will report to a management level such that this individual has the required authority and organizational freedom, including sufficient independence from cost.

12.2.4 The Quality Manager will ensure all work is performed according to the Contractor’s Quality Program as well as all applicable Buyer policies, procedures, and specifications. Acceptance of the Contractor’s Quality Program by Buyer does not relieve the Contractor of the obligation to comply with the requirements of the procurement documents.

12.2.5. The Contractor’s Quality Program must be kept current and adhered to by Contractor as accepted; failure to do so is cause for termination of Purchase Orders.

12.2.6. If Contractor’s Quality Program is subsequently found to be ineffective or inadequate in providing acceptable quality control, Buyer reserves the right to require necessary revisions, corrective action(s), or both.

12.2.7. Contractor will ensure its Subcontractor(s) implement and maintain an effective Quality Program that complies with the Contract Documents.

12.2.8. Nonconformances in the Contractor’s Quality Program or conditions adverse to quality will be documented and reported to the Buyer’s Designated Representative immediately. The representative will determine appropriate corrective actions up to and including Purchase Order termination. Corrective actions must be completed by specified time-period in the Contractor’s Quality Program. Significant non-conformances adverse to Quality may result in a stop Work order by Buyer.

**12.3. Quality Control Documentation**

12.3.1. Contractor’s Quality Program will be documented in the Contractor’s Quality Manual; which Contractor will submit to Buyer thirty (30) Days prior to commencement of Work or by such other Milestone Date specified by Buyer’s Designated Representative.

12.3.2. Contractor’s Quality Manual will be kept current and made available to Buyer or its designated agents during auditing and surveillance activities. Contractor will maintain a revision history of changes made to documents.

12.3.3. Contractor will require its Subcontractor(s) to furnish Quality Control Procedures, Process, and Quality Assurance Manual for review and acceptance by Buyer upon Buyer’s request.

12.3.4. All Contractor Quality-Related Records, procedures, and Contractor Personnel qualifications will be available for examination by Buyer or its authorized agent.

12.3.5. Contractor will maintain all Quality-Related Records for a five (5) year period. These records will identify the actual scope of Work performed, reference the Buyer Work Order number and Quality Program information. Quality-Related Records pertaining to the Work will not be destroyed or otherwise disposed of without written permission of Buyer prior to expiration of the five- (5) year period.

12.3.6. A copy of any QA inspection reports will be provided with the completed Work Package. Inspection records will contain documented evidence that inspections, tests, or analyses required by the Buyer procurement documents, specifications, or drawings referenced therein have been satisfactorily completed.

**ARTICLE 13. THIRD-PARTY VERIFICATION REQUIREMENTS**

If Contractor is performing Work for an Exelon Utility, Contractor will become a member of the Web-based Repository directed by Buyer.

**ARTICLE 14. ADDITIONAL INVOICING REQUIREMENTS**

**14.1. Submission**

14.1.1. Contractor will submit invoices in accordance with PC-EU-0013, Invoice Review and Approval Procedure.

14.1.2. Contractor will submit a draft invoice with corresponding pending CPA’s in Passport to the Buyer’s Designated Representative by the fifth (5th) of the month following the month in which the Work was performed and in accordance with PC-EU-0013, Invoice Review and Approval Procedure.

14.1.3. Invoices for Services rendered the previous month must be received by the fifteenth (15th) of the month following the month in which the Work was performed when the Contract Management Passport Module is used to submit invoices.

14.1.4. Contractor will not submit invoices for less than two thousand dollars ($2,000) unless for Final Invoice or approved by the Buyer’s Designated Representative.

**14.2. Format**

14.2.1. Equipment.

14.2.1.1. Invoices will separately itemize each category of equipment as a separate line item and will indicate whether the equipment was Contractor-owned, Subcontractor-Owned, or leased.

14.2.1.2. Equipment includes major construction equipment such as cranes, bucket trucks, dump trucks, semis, pick-up trucks, back hoes, tractors, bull dozers, pole trailers, etc., complete with appurtenances such as boom, bucket, etc.

14.2.1.3. Fuel, insurance, lubricants, maintenance, repairs (including parts) and other expenses are included in the equipment rates except as otherwise expressly specified in the Purchase Order.

14.2.2. Other Materials. Invoices will separately itemize each type of Material as a separate line item that is either an actual part of the finished Work or utilized in the performance of the Work, including consumables and multi-use supplies such as road plates, lumber, chains, forms etc.

14.2.3 Labor.

 14.2.3.1. Invoices will separately itemize and categorize Contractor Personnel by job classification, such as craftsmen (e.g., apprentices, journeymen, foremen, and/or general foreman), operators of leased equipment; professionals, and supervisory personnel, and whether such Contractor Personnel are Contractor’s employees or Subcontractor employees.

 14.2.3.2. Invoices will separately itemize subsistence allowances (*i.e.*, per diem) and travel expenses.

 14.2.3.3. Invoices will separately itemize federal and state employee Medicare, Social Security, unemployment insurance and other government-required contributions for each Contractor Personnel.

14.2.4. Miscellaneous. All other charges that do not fit into the equipment, other Material, or labor categories will be itemized as miscellaneous charges.

14.2.5. Invoices will separately itemize all associated mark-ups, overhead and profit for each line item.

14.2.6 Invoices will separately itemize mobilization, demobilization and transportation to-and-from the Site charges as separate line items.

**14.3. CPAs.**

14.3.1. Each CPA will include the following information (code block) for each Work Order and will be broken out by equipment, other Materials, labor, and miscellaneous.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1.1. ys ID** | **Work Task** | **Actvy** | **T C** | **F Cntr** | **Proj** | **Oper** | **R Cntr** | **Company** |
|  |  |  |  |  |  |  |  |  |

14.3.2. CPAs must indicate percent of Work completed.

14.3.3. CPAs must indicate the correct performance period.

14.3.4. CPAs are anticipated to be approved by the tenth (10th) of each month.

**ARTICLE 15. CENTRALLY MANAGED PROJECTS**

**15.1 Subcontracting Plan**

15.1.1. Contractor will develop a subcontracting plan and review with the Buyer’s Designated Representative and project manager (if different). The subcontracting plan will identify the Subcontractors the Contractor plans to use for each scope of Work

**15.2. Material Plan**

15.2.1. Contractor will develop a Material procurement plan and review with the Buyer’s Designated Representative and project manager (if different). The Plan will identify the types of Material to be procured by the Contractor versus furnished by Buyer.

**15.3. Scope Development**

15.3.1. For Centrally Managed Projects, when the scope of Work includes engineering or design for transmission or substation facilities, Contractor will develop and maintain Design Criteria.

 15.3.1.1. The Design Criteria will include project specific design requirements.

 15.3.1.2. The Design Criteria will be submitted to the Buyer’s Engineer for comments and approval.

 15.3.1.3. Contractor will promptly revise and re-issue the Design Criteria when new or changed criteria are identified.

15.3.2. Contractor will provide appropriate personnel to support the scope development in each phase. Scope development will include site walk-downs, development of conceptual design including layouts and general arrangements, and planning sessions with the responsible engineering, estimating, and installation personnel to assure complete scope identification.

15.3.3. Scope development will not be considered complete at the end of Phase 1 or at the end of Phase 2 unless the responsible design engineer and responsible installer perform a joint walk-down using the latest available design drawings or as required by Buyer’s Designated Representative.

15.3.4. Contractor will retain records related to approved scope, design, safety, cost estimates, forecasts, accruals, and invoices.

**15.4. Schedule Development**

15.4.1. Project Schedule.

15.4.1.1. Contractor will develop a Project Schedule that will reflect a level of detail consistent with the Phase of the Work.

15.4.1.2. Two (2) weeks prior to beginning Work, the Contractor will submit to Buyer for acceptance a logic-based Project Schedule to a level of detail and description, which allows for tracking its day-to-day operations.

15.4.1.3. The standard activity duration will be less than three (3) Business Days unless an exception is granted by Buyer.

15.4.1.4. The Project Schedule will be resource-loaded, including critical materials and resources (manpower loading) and organized in a fashion acceptable to Buyer to support forecasting and budgeting.

15.4.1.5. The Project Schedule will be updated at least weekly to support weekly forecasts, identifying any changes in sequencing from the latest accepted Project Schedule. Project Schedule updates will utilize a Sunday data date and be submitted by the following Tuesday.

15.4.1.6 Any deviations in Contractor’s performance of the Work from the latest accepted Project Schedule will require Buyer’s Designated Representative approval.

15.4.2. Milestone Date Schedule. Contractor will develop a Milestone Date schedule if requested by Buyer, showing pre-defined Milestones in the project.

15.4.3. Contractor will participate in schedule coordination meetings at the request of Buyer.

15.4.4. Contractor will provide Project Schedule information, in the form of hard copies, or schedule software files, to Buyer for Buyer use in developing an integrated Buyer schedule of all projects. Contractor will work with Buyer on protocols and standards to facilitate transfer and integration of Project Schedule information.

**15.5. Cost Estimating and Reporting.**

15.5.1. Contractor will, when included in its scope of Work, develop cost estimates for each Phase of the project. These cost estimates will be developed using Buyer templates, and conform to the level of detail by Buyer.

15.5.2. Phase 1 cost estimates, that is, the estimate prepared at the beginning of Phase 1, must capture the entire known engineering and construction scope, with identified contingency for unknowns. Phase 1 estimates will be developed using conservative assumptions for quantities and productivity, but with best information for unit rates.

15.5.3. Phase 2 cost estimates, that is, the estimate prepared at the end of Phase 1 to be used to obtain authorization for Phase 2, will be a definitive estimate for the detailed design (engineering) and project planning scope, and a budgetary estimate for the construction and materials scope. The level of uncertainty of the budgetary construction and materials estimate will be identified by major scope item. Contingency (risk) items must be identified with estimated costs for each, and an indication of the time when the risk will be cleared.

15.5.4. Phase 3 estimates, that is, the estimate prepared at the end of Phase 2 to be used to obtain authorization for Phase 3, will be a definitive estimate for the entire scope of Work. This estimate will be developed using the detailed engineering and labor. Quantities will be based on the detailed engineering drawings produced in Phase 2, and must use known unit rates for material, equipment. Productivity rates will be based on the most recent, comparable data. Appropriate cost escalations will be included in the unit rates. All risks will be included “below the line” as contingency line items, with costs and clear dates estimated for each. Buyer will use the base cost estimate plus contingencies for budgeting. Contractor authorizations will be for the base estimate amounts. Buyer will write scope changes if the identified contingencies occur.

15.5.5. At the start of the project (each Phase), Contractor will prepare a forecast of estimated cost by month, or forecast, for the entire project. During project executions, Contractor will, each month, prepare and submit an updated forecast that includes actual costs from past months and updated estimated costs for each future month through the end of the project. These forecasts will include sufficient line items to communicate the work of each major scope element or subcontractor, or resource type. Contractor will seek guidance from the Buyer project manager or cost engineer on the format and level of detail of the forecast.

15.5.6. At a time specified by the Buyer project manager, Contractor will provide an “accrual” estimate also known as the work incurred report (“WIR”). This accrual is the value of the work performed in the calendar month, and in theory should be equal to the invoice that will be submitted for that month. The accruals will be broken down by sub-accounts as directed by the Buyer project manager. Contractor will identify the variance between the previously submitted forecast and the monthly accrual, and the Contractor will provide explanations for each variance.

15.5.7. Contractor will submit invoices per requirement contained in Article 14 herein and identify variances between the invoice and the accrual. Contractor will provide explanations for each variance. The invoices will show costs for each sub-account, consistent with the accruals.

**15.6. Challenge Process.**

15.6.1. Contractor will provide a Challenge Package, as directed by Buyer’s Designated Representative, for use in the Buyer project authorization process. The Challenge Package will include:

15.6.1.1. Scope Statement,

15.6.1.2. Detailed AS8 Cost Estimate,

15.6.1.3. Cash Flow,

15.6.1.4. Project Schedule,

15.6.1.5. Risks and Assumptions List,

15.6.1.6. Contractors Proposal,

15.6.1.7. General arrangement drawings as applicable, and the

15.6.1.8. Project Diagram.

15.6.2. A Challenge Meeting is required before work can begin on Phase 2 or Phase 3 of the Work.

15.6.2.1. Contractor will participate, when requested by the Buyer project manager, in the Challenge meetings.

15.6.2.2. Contractor will provide resolution to comments raised at the Challenge Meeting as directed by the Buyer project manager.

**15.7. Field Construction Meetings.** Contractors will support weekly face-to-face field construction meetings with the Buyer project team at which time they need to report out status, schedule updates, costs, risks, and issues.

**15.8. Cost Forecasts.** Contractor is required to provide an initial current month cost forecast approximately mid-month and a final forecast by the end of the third week of the current month to the Exelon Project Controls Representative. Additionally, the forecast must include a cash flow forecast for all future months totaling the full value of the contract release.

**EXHIBIT H – RESTRICTED CONFIDENTIAL INFORMATION SPECIAL TERMS AND CONDITIONS**

1. **Retention of Restricted Confidential Information**.

Contractor will not retain any Restricted Confidential Information longer than necessary for Contractor to fulfill its obligations requiring use of the Restricted Confidential Information under the Purchase Order. As soon as Contractor no longer needs to retain such Restricted Confidential Information in order to perform its duties under the Purchase Order, Contractor will comply with Section 3 (Return or Destruction of Restricted Confidential Information) with respect to the return or destruction of Restricted Confidential Information.

**2. General Requirements**

2.1 No Offshore Work. Except as expressly provided in the Purchase Order, Contractor will perform all Services and prepare all Submittals involving Restricted Confidential Information within the United States. In particular, Contractor will not transmit or make available any Restricted Confidential Information to any entity or individual outside of the United States without the prior written consent of Buyer. If the Purchase Order provides for Services to be performed outside of the United States, in addition to the security requirements set forth in Section 4 (Security), Contractor will comply with all of the requirements in Exhibit L (Cyber and Information Security Special Terms and Conditions), as may be applicable to the scope of Work and Contractor’s access to Buyer’s Electronic Information and Electronic Information Assets.

2.2 Compliance with Cyber Security Laws and Privacy and Consumer Protection Laws. Contractor will acquire, use, handle, collect, maintain, store, transmit, and safeguard Restricted Confidential Information in accordance with applicable Cyber Security Laws and applicable Privacy and Consumer Protection Laws.

2.3. Accuracy of Due Diligence Questionnaire Responses. If Contractor completed and signed a Contractor Due Diligence Questionnaire (the “Questionnaire”), substantially in the form attached to this Exhibit H, prior to Buyer issuing any Purchase Order, Contractor acknowledges that Buyer will rely on the information provided by Contractor in the Questionnaire as a material factor in Buyer’s decision to enter into the Purchase Order with Contractor. Contractor represents, warrants, and covenants that all of the responses to the questions in the Questionnaire, and any other information that Contractor provided in the Questionnaire, are true, accurate, and correct, and will remain true, accurate, and correct during the Term of the Purchase Order. If any Contractor response to the questions in the Questionnaire, or any other information that Contractor provided in the Questionnaire, is no longer true, accurate, and correct, Contractor will, within thirty (30) calendar days after learning of such change in circumstance, notify Buyer in writing of the specific response at issue, the details relating to the change in circumstance, and revised response to the question in the Questionnaire or, as applicable, revised additional information provided in the Questionnaire.

 **3. Return or Destruction of Restricted Confidential Information**.

On Buyer’s written request or upon expiration or termination of the Purchase Order for any reason, the Contractor will promptly, and no later than thirty (30) days after such request, expiration or termination (a) return or destroy, at Buyer’s option, originals or copies of all documents and materials it has received containing Restricted Confidential Information, (b) deliver or destroy, at Buyer’s option, originals, copies, and backups of all summaries, records, descriptions, modifications, negatives, drawings, adaptations, and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in clause (a), and (c) provide a notarized written statement to Buyer certifying that all documents and materials referred to in clauses (a) and (b) have been delivered to Buyer or destroyed, as requested by Buyer. Contractor’s destruction or erasure of Restricted Confidential Information pursuant to this Section will be in compliance with Department of Defense 5220-22-M Standard, as may be amended.

**4. Security**

4.1. Physical and Environmental Security. Contractor will maintain and enforce physical and environmental security procedures and measures to protect Buyer’s Restricted Confidential Information that is in Contractor’s control or possession that (a) are at least equal to industry standards for such types of locations, (b) are in accordance with Buyer’s security requirements set forth in this Exhibit H, and (c) provide appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure, access, or acquisition of Restricted Confidential Information accessible by Contractor under the Purchase Order. Contractor facilities that process or store Restricted Confidential Information will be housed in secure areas and protected by perimeter security and ingress and egress controls (e.g., guards, entry badges, video surveillance, visitor access procedures and search protocols) that provide a physically secure environment from unauthorized access, damage, and interference), and include alarm systems, fire suppression, climate control, and backup power supplies. Contractor will complete periodic compliance audits of its physical and environmental security controls.

4.2. Electronic Security. Contractor will maintain and enforce security for electronic Restricted Confidential Information in accordance with Exhibit L (Cyber Security Special Terms and Conditions).

4.3. Security Breach Notification. Contractor will immediately notify Buyer after becoming aware of any actual or suspected unauthorized access to, acquisition, disclosure, loss, use of, or any other potential corruption, compromise, or destruction of any Buyer Restricted Confidential Information that is in the control or possession of Contractor. Contractor will, at its sole cost and expense, assist and cooperate with Buyer with respect to any investigation, disclosures to affected parties, and other remedial measures as requested by Buyer or required under applicable Law, including Cyber Security Laws and Privacy and Consumer Protection Laws. In the event of security breach of Restricted Confidential Information by Contractor that requires notification to any Person or entity, including any customer, shareholder, or current or former employee of Buyer Parties under any applicable Laws, including Privacy and Consumer Protection Laws, such notification will be provided by Buyer, unless otherwise approved by Buyer in writing. Buyer will have sole control over the timing and method of providing such notification. Contractor will use best efforts to promptly remedy security breach of Restricted Confidential Information and deliver to Buyer within sixty (60) days of such breach a root cause assessment and future incident mitigation plan regarding reoccurrence of any such security breach.

 4.4. Electronic Information Data Control

 4.4.1. Removable Media. Except as specifically authorized by the Buyer in writing, Contractor will not store Buyer’s Restricted Confidential Information on any form of Removable Media. If Restricted Confidential Information is transferred using Removable Media, it must be sent via a bonded courier and protected using cryptography designated in Exhibit L (Cyber Security Special Terms and Conditions) or otherwise approved by Buyer in writing.

 4.4.2. Transmission over Internet or Public Networks. Contractor will not transmit Restricted Confidential Information over the Internet or over other public or shared networks unless approved by Buyer in writing and, if approved, will comply with encryption standards set forth in Exhibit L (Cyber Security Special Terms and Conditions).

 4.4.3. Disposal and Servicing of Storage Media. If any hardware, storage media, or Removable Media is disposed of or sent off-site for servicing, Contractor will remove all Restricted Confidential Information in accordance with Department of Defense 5220-22-M Standard, as may be amended.

 4.4.4. Hardware Return. Upon termination or expiration of the Purchase Order for any reason, or at any time upon Buyer’s request, Contractor will return to Buyer all hardware and Removable Media provided by Buyer containing Restricted Confidential Information. The Restricted Confidential Information in such returned hardware and Removable Media will not be removed or altered in any way. The hardware must be physically sealed in tamper-protected packaging and returned via a bonded courier or as otherwise directed by Buyer.

**5. Compliance**

5.1 Audits. Buyer or its third party designee may perform audits and security tests of Contractor’s IT or systems environment to determine Contractor’s compliance with this Exhibit H. These audits and tests may include coordinated penetration and vulnerability tests, interviews of Contractor Personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of Restricted Confidential Information. If Buyer desires to conduct an unannounced penetration test, Buyer will provide contemporaneous notice to Contractor’s Vice President of Audit, or equivalent position. Contractor will provide all information reasonably requested by Buyer in connection with any such audits and will provide reasonable access and assistance to Buyer upon request. Contractor will comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes and at its own cost and expense. Buyer reserves the right to view, upon request, any original security reports that Contractor has undertaken or commissioned to assess Contractor’s own network security. If requested, copies of these reports will be sent via bonded courier to the Buyer security contact. Contractor will notify Buyer of any such security reports or similar assessments once they have been completed. Any regulators of Buyer or its Affiliates will have the same rights of audit as described herein upon request.

5.2. On-Going Independent Monitoring of Security Controls. Contractor will have on-going, independent monitoring of the development and operations of its system of internal controls performed at Contractor’s own cost and expense through SOC 2 audits (a/k/a SSAE Type 2) of the Trust Services Principles (TSPs). Contractor will provide copies of its SOC 2 Type 2 reports or the executive summaries of these reports to Buyer annually. Contractor will ensure any data center, software as a service (SaaS) or cloud-computing subcontractors complete and forward SOC 2 Type 2 reports or executive summaries of these reports to Buyer on an annual basis as well. Contractor will report to Buyer its plans to cure any control deficiencies identified through on-going, independent monitoring examinations. With Buyer’s written consent, Contractor may substitute similar types of reports for these SOC reports, including ISO 27001:2013 certification.

5.3. Regulatory Examinations. Contractor agrees that any Governmental Authority with jurisdiction over Buyer Parties may examine Buyer or Contractor’s activities relating to the performance of the Purchase Order and this Exhibit H, to the extent such authority is granted to Governmental Authority under the Law. Contractor will promptly cooperate with the Governmental Authority in connection with any such examination, provide relevant information, and provide reasonable assistance and access to all equipment, records, networks, and systems reasonably requested by the Governmental Authority. Contractor agrees to comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes at Contractor’s sole cost and expense. The foregoing cooperation and assistance will be rendered at Contractor’s then-current time and materials rates, subject to Buyer’s prior written authorization, except to the extent that the examination by the Governmental Authority is caused by Contractor’s failure to comply with this Exhibit H.

**Contractor Due Diligence Questionnaire**

 This Contractor Due Diligence Questionnaire (“**Questionnaire**”) assists **Exelon Corporation** and its subsidiaries (collectively, **Exelon**) in assessing your organization’s ability to perform the proposed/contracted services, security program, and ability to protect Restricted Confidential Information (as defined below). The responses also assist **Exelon** in fulfilling its legal obligations as a regulated entity, including establishing its due diligence in entrusting Restricted Confidential Information to others. The Questionnaire and your responses will be incorporated by reference into any agreement entered into between your company and **Exelon**. The answers are recorded and held in confidence by **Exelon** and, in addition to the certification provided below, you will be required to warrant the completeness and accuracy of your answers in any agreement entered into between your company and **Exelon**. **Exelon** views full and accurate completion of this Questionnaire as a critical part of its Contractor selection process.

**How to Complete This Questionnaire**

1. Please begin by providing the contact information requested below.
2. Please complete all numbered questions by checking the most accurate answer, providing a complete answer to any question(s) or requests for information, or, as appropriate, both. If one part of a question addressing multiple requirements causes you to be unable to answer “Yes,” provide such explanatory information as appropriate on a separate attached sheet, clearly indicating the question number and part of the question to which it relates.
3. If you are unclear about any questions, please contact the Exelon Contact listed below.
4. If there are any questions for which you would like to provide supporting material or additional information, please do so on a separate attached sheet, clearly indicating the question number to which it relates.
5. Once completed, be sure to print and sign your name with the appropriate date in the Certification section and mail to the Exelon Contact below.
6. Please also return this form and any attachments via e-mail to the Exelon Contact identified at the bottom of this Questionnaire.

**Restricted Confidential Information**

 You will notice throughout this Questionnaire we refer to Restricted Confidential Information. The confidentiality, security, and integrity of Restricted Confidential Information is of foremost importance to Exelon. We expect all of our Contractors and business partners to have implemented appropriate security measures and procedures to ensure protection of Restricted Confidential Information.

**Contractor Contact Information**:

|  |  |
| --- | --- |
| **Contractor’s Complete Legal Name** |  |
| Contact |  | Phone |  |
| Address |  | Email |  |
| City/St/Zip |  | 2nd Phone |  |

**Due Diligence** **Questions:**

|  |  |  |
| --- | --- | --- |
|  | **Contractor Responsibility (VR):** | **Responses:**  |
| VR1. | Is there any pending or threatened litigation that pertains to your data privacy, information security, or security policy and compliance program? If yes, provide a detailed description of each circumstance. |  |
| VR2. | Is there any pending or threatened regulatory enforcement action or investigation that pertains to your data privacy, information, security, or security policy and compliance program? If yes, provide a detailed description of each circumstance. |  |
| VR3. | Has your company ever experienced a breach of security that required notification to a consumer under the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), California Security Breach Information Act (California Civil Code Sections 1798.29, 1798.82 and 1798.84), or any other privacy or consumer protection laws or regulations of any jurisdiction? If so, provide the dates of all such notifications and a summary of the circumstances. |  |
| VR4. | Have any internal or external audits or examinations resulted in Needs Improvement or Unsatisfactory findings relating to security, privacy, or disaster recovery/business continuity that have not yet been addressed?  | \_\_\_ No \_\_\_ If Yes please provide a summary and your plan for addressing these issues.  |
| VR5. | Does your company have TLS Gateway Encryption in place? | \_\_\_ No \_\_\_ Yes |
| VR6. | Do you intend to use any affiliates or subsidiaries in connection with your performance of the proposed relationship with Exelon? If so, identify each such entity and the services and/or products they will provide. |  |
| VR7. | Are any of the affiliates or subsidiaries referred to in the preceding question located outside the United States? If so, identify all relevant countries. |  |
|  | **Use of Contractors and Subcontractors (US):** | **Responses:** |
| US1. | Do you intend to use any contractors or subcontractors in connection with your performance of the proposed relationship with Exelon? If so, identify each such entity and the services and/or products they will provide. For the avoidance of doubt, all hosting providers, collocation facilities, server farms, and similar providers must be identified. | \_\_\_ No \_\_\_ Yes |
| US2. | Have your outside providers undergone a recent vulnerability assessment or Service Organization Control (SOC) evaluation performed by a recognized third party? If yes, are they willing to share the results with us?If no, would they be willing to undergo a vulnerability assessment or Service Organization Control (SOC) evaluation? |  |
| US3. | Are any of the contractors or subcontractors referred to in the preceding question located outside the United States? If so, identify all relevant countries. |  |
|  | **Information Security Policy (IS):\*** | **Responses:**  |
|  | \*References to Exelon “data” in this Questionnaire are intended to include, where appropriate, Restricted Confidential Information. |  |
| IS1. | You will:  |  Check all that apply: \_\_\_ Process Exelon data\_\_\_ Store Exelon data\_\_\_ Operate Exelon applications\_\_\_ Install or service Exelon applications or systems\_\_\_Have access to Exelon customer and/or employee Restricted Confidential Information\_\_\_Have physical access to secured Exelon computer facilities\_\_\_ Have network access to Exelon networks \_\_\_ Transmit files to or from Exelon\_\_\_ Have Exelon client contact |
| IS2. | Are you ISO–27001 or ISO 27002 Certified? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes (If checked please provide details, including date of audit, status of planned updates to the audit, and any material changes to your security environment after completion of the audit) |
| IS3. | Do you follow the guidelines set out in ISO–27001 or ISO 27002 and the principles defined by them? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today |
| IS4. | Have you been audited / assessed against ISO-27001 or 27002 (within the last 18 months)? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes (If so, please provide full original reports) |
| IS5. | Does your organization have a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “Information Security Policies”), that is in effect, monitored, and enforced? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development,(if checked, please provided details planned \_\_\_ Yes, this exists or occurs today, (If checked please provide a copy of the Security Policies, subject to Exelon’s confidentiality obligations). |
| IS6. | Do your Information Security Policies specifically address the confidentiality, integrity, and availability of your facilities, systems, and the information in your possession and control? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today |
| IS7. | Do you have a formalized training program for your employees with regard to your Information Security Policies? How often is training conducted? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today |
| IS8. | Has your organization taken steps to create and maintain security awareness for data processing employees and users of systems and networks? What steps are used to ensure ongoing security awareness? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today |
| IS9. | Please state the last date on which your Information Security Policies were updated and how frequently do you review the Information Security Policies? |  |
| IS10. | Do you conduct penetration or other testing of your networks, systems, and applications? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today |
| IS11. | Have you undergone a penetration or vulnerability assessment or Service Organization Control (SOC) evaluation of your environment performed by a professionally or nationally recognized third party? If so, can you provide a copy? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, please provide a copy of the results of such test).  |
| IS12. | Has your organization systems implemented any Intrusion Detection or Intrusion Prevention Systems (IDS/IPS)? If so, which type? How long have they been in place? How many false positives are these systems now reporting each month? |  |
|  | **Organizational Security (OS):** | **Responses:**  |
| OS1. | Do you require off-site data to be encrypted, or do you have a policy prohibiting removal of data from secured premises?  Please explain. Describe your organization’s encryption key handling infrastructure? |  |
| OS2. | Do you use mobile computing devices, remote access and/or wireless technology?   If so, please describe how these technologies/devices are secured. |  |
| OS3. | Does your organization have a dedicated Information Security team that is responsible for implementing, enforcing and monitoring the Information Security management function? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today |
| OS4. | Do you have a documented and established computer incident response program?  | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (If checked, please provide a copy of the program and a detailed description, including whether the program includes notification/escalation procedures to notify customers in the event of an intrusion |
| OS5. | Do you have a Computer Emergency Response Team established to address hacking and other system attacks? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today |
| OS6. | Do you receive security vulnerability advisories from vendors or from organizations such as CERT® (CERT® is a registered trademark of Carnegie Mellon University)? If yes, which advisories do you receive and what actions are taken on these advisories? |  |
| OS7. | Do you impose all of your own security requirements on all downstream vendors, contractors, and subcontractors with access to data? Please explain. |  |
| OS8. | Do you include specific protections in all agreements with all 3rd parties, including outsourcing contractors, to address security, confidentiality, and access control? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today |
|  | **Asset Classification and Data Control (AC):** | **Responses:**  |
| AC1. | All information assets, including those of your customers, are accounted for and assigned a responsible owner for ensuring adequate controls are implemented to protect the confidentiality, integrity, and availability of those assets. | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today |
| AC2. | Do your information security policies establish a formal procedure for provisioning user access to computing resources that would be used to process, transmit, or store Exelon data?What level of management grants/approves employee access to information systems?How frequently are access rights reviewed?Do those procedures include requirements for adding users, adding or modifying access rights, and removal of access rights based on defined criteria?  | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, please describe your access control procedures and practices)  |
| AC3. | Do you have a policy establishing that sessions initiated from outside public or third-party shared networks are permitted only for authorized users and application services?What controls are implemented to enforce these requirements? |  \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, please describe your network access control procedures and practices)  |
| AC4. | Has your organization implemented automated activity monitoring and recording capabilities? |  |
|  | **Physical and Environmental Security (PE):** | **Responses:** |
| PE1. | Has your organization adopted formal policies and practices to control the use of data on removable media and mobile computers that are in effect, monitored, and enforced? Examples of removable media include CDs, DVDs, ZIP drives, USB fobs, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD). Examples of mobile computers include laptops, PDAs, and any other system that can be attached and detached easily from the network. | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (provide a copy of such a policy or describe your practices to establish these controls). |
| PE2. | Do you protect work area(s) where Exelon Restricted Confidential Information or Confidential Information are contained by badge access control providing a physically secure environment including the monitoring and logging of access to that environment? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures). |
| PE3. | Do you protect work area(s) where Exelon Restricted Confidential Information or Confidential Information are contained by security guards who are physically present at points of ingress and egress? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures). |
| PE4. | Do you protect work area(s) where Exelon Restricted Confidential Information or Confidential Information are contained by locks, alarms, and cameras which information can be monitored, recorded, and/or logged? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures). |
| PE5. | Do you use “Badge-in” and “Badge-out” procedures to control access to critical areas such as server rooms, IDF closets, data centers, etc. where Exelon data is contained? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today (if checked, provide a copy of your current physical and environmental security procedures). |
| PE6. | Does your organization have specific procedures to ensure data, documents or records containing sensitive information are not discarded in whole, readable form and that they are shredded, burned or otherwise mutilated and for cleansing and/or destroying computer media, including removable media, to ensure confidential information is adequately protected? In particular, has your company adopted procedures to ensure all computer media, including removable media, are wiped of all data (e.g., in accordance with the DoD 5220-22-M Standard) before being sent out for service, redeployed for use in other engagements or for the use of other customers, decommissioned, sold, etc.? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos.)/In development \_\_\_ Yes, this exists or occurs today |
|  | **Communications and Operational Management (CO):** | **Responses:**  |
| CO1. | Do you monitor all information processing facilities for security events which are reviewed and acted upon as defined in a formal, written incident response plan? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today, provide a copy of your incident response plan. |
| CO2. | Have you deployed anti-virus software is on all computers and update signature files frequently? Are incoming files scanned automatically? Are removable media scanned automatically when they are mounted on your systems? Are virus-infected files "repaired" automatically, or quarantined, or is a human operator required to make a decision? Are data storage areas regularly scanned for viruses that were not widely recognized when the data was originally collected and stored? How often does this scanning take place? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today |
| CO3. | Do you use back-up facilities to ensure essential business information can be recovered in the event of disaster or media failure? Are back-up copies of all critical and operational data stored offsite? | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today(if checked please provide details of your back-up procedures, including how often back- ups are performed for various categories of information, are back-ups retained in geographically disparate and secure locations, what is the method used to perform back-ups, and do you use RAID) |
|  | **Systems Access Control (SA):** | **Responses:** |
| SA1. | Do you require all data exchanges with 3rd parties to be subject to agreements that address the confidentiality, integrity, and availability of your systems and the information, including Exelon’s data, in your possession and control?  | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this is needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today, provide a description of your contracting procedures. |
| SA2. | Are the devices (servers, routers and firewalls) your organization will be using to provide services to Exelon dedicated to Exelon or are they also used for you other customers as well? If the devices are hosting data from other clients, what have you done to ensure that other clients cannot access Exelon data? What logical controls are in place? |  |
| SA3. | Network access to both internal and external networks is controlled and monitored. | \_\_\_ Not applicable to my environment/situation\_\_\_ Conscious decision not to deploy this practice\_\_\_ Aware this needed but no actions taken yet\_\_\_ Planned (within 3 mos)/In development \_\_\_ Yes, this exists or occurs today (if checked please provide a detailed description of your access control procedures). |
| SA4. | Has your organization implemented internal system barriers (logical barriers) to information access that prevent personnel or vendors from accessing information that is not relevant to their job functions? What systems are in place for this purpose? |  |
|  | **Systems Development and Maintenance (SD):** | **Responses:** |
| SD1. | Do you consider security at application and system design time and implement security through controls integrated into the development lifecycle? | \_\_\_\_ Not applicable to my environment/situation\_\_\_\_ Conscious decision not to deploy this practice\_\_\_\_ Aware this needed but no actions taken yet\_\_\_\_ Planned (within 3 mos)/In development \_\_\_\_ Yes, this exists or occurs today(if checked please provide a detailed description of the procedures used in your application and systems development process to consider security risks and controls to mitigated those risks). |
| SD2. | Do you formally test systems for security before certification for production? | \_\_\_\_ Not applicable to my environment/situation\_\_\_\_ Conscious decision not to deploy this practice\_\_\_\_ Aware this needed but no actions taken yet\_\_\_\_ Planned (within 3 mos) /In development \_\_\_\_ Yes (If checked please provide a detailed description of the procedures used to test the security of your applications and a copy of any pre-production certification procedures). |
| SD3. | Do you have separate physical/logical environments for development, testing, production and destruction? | \_\_\_\_ Not applicable to my environment/situation\_\_\_\_ Conscious decision not to deploy this practice\_\_\_\_ Aware this needed but no actions taken yet\_\_\_\_ Planned (within 3 mos)/In development \_\_\_\_ Yes (If checked please provide a detailed description of the testing environments used). |
|  | **Privacy Policy (PP):** | **Responses:** |
| PP1. | Does your company have a privacy policy? Is it published and available for our review? Do your personnel have copies? |  |
| PP2. | Will you permit Exelon to independently verify your privacy procedures? Please explain. |  |
| PP3. | Do you have a process for reporting and managing Restricted Confidential Information breaches? What is the number and the outcome of the Restricted Confidential Information breaches reported in the past 12 months?Please provide a statement describing your process. |  |
| PP4. | Are your employees and contractors trained to report Restricted Confidential Information breaches? Please explain. |  |
| PP5. | Is it your policy to immediately report Restricted Confidential Information breaches to your clients, such as Exelon? Please explain. |  |
| PP6. | Have you had to provide notice about a Restricted Confidential Information breach in the last 24 months? If yes, provide a detailed description of each circumstance. |  |
| PP7. | Are post-breach incidents reviewed to determine if there are system or procedure weaknesses that require remediation? |  |
| PP8. | Do you require your own (downstream) vendors, contractors, and subcontractors to report Restricted Confidential Information breaches to you?   Please explain. |  |

**Certification:**

I have reviewed my company’s responses to this Questionnaire and certify that all information given above is true and complete to the best of my knowledge. I further declare that all due diligence has been exercised in the preparation, gathering, and reporting of the foregoing information. I understand and acknowledge that Exelon will rely on the responses provided above in potentially entering into a relationship with my organization and entrusting us with Exelon’s data. I represent and warrant that I am authorized by my organization to execute this Questionnaire on its behalf.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  Please Print NameTitle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature |  | Date |

**Exelon Contact Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Exelon Contact Name:** |  | Phone |  |
| Address |  | Email |  |
| City/St/Zip |  | 2nd Phone |  |

**EXHIBIT I – CONTRACTOR TRAVEL COST SPECIAL TERMS AND CONDITIONS**

For any Purchase Order in which the Contract Price includes reimbursement of Contractor Personnel travel expenses, the provisions set forth in this Exhibit I will apply, except as expressly modified in the Purchase Order with references to this Exhibit I.

**ARTICLE 1**

**DEFINITIONS**

**“Buyer’s Preferred Provider”** means Professional Travel, Inc., or other travel services vendor that Exelon may identify in a Purchase Order.

**“CTA”** means the Chicago Transit Authority.

**“IRS”** means the U.S. Internal Revenue Services or its successor.

“**M&IE**” means meals and incidental expenses.

**“SEPTA”** means the Southeast Pennsylvania Transit Authority.

**“Travel Expense Plan”** means template as referenced in Attachment (1)

**ARTICLE 2**

**TRAVEL REQUIREMENTS**

1. **Travel Plan.** Contractor will submit a Travel Expense Plan complying with the requirements of this Exhibit to Buyer’s Designated Representative in conjunction with the Project Schedule or at such other time as specified in the Purchase Order, and upon written approval by Buyer, will be incorporated into the Purchase Order as a Contract Document.
2. **Use of Buyer’s Preferred Provider**. Except as approved in advance by Buyer’s Designated Representative, Contractor will use Buyer’s Preferred Provider to book travel by following the instructions in Attachment (2).
3. **Maximum Reimbursement Amounts**
	* 1. Buyer will only reimburse Contractor for transportation and temporary lodging expenses secured by Buyer’s Preferred Provider for business travel services.
		2. If Contractor is authorized to use its own travel policy and makes its own reservations, any costs incurred in excess of those published by the U.S. General Service Administration (GSA) at the provided link (www.gsa.gov/perdiem) will not be reimbursed.

**2.4. Non-Reimbursable Travel Expenses.** No Contractor Personnel travel expenses will be reimbursed for:

* + 1. Contractor Personnel who live or have their place of employment within fifty (50) miles of the Site where they are performing the Work.

2.4.2. Time spent in transit (unless performing Work-related tasks which will be invoiced as Work and not travel);

* + 1. Personal telephone charges;

2.4.4. Dry cleaning, laundry or pressing costs;

2.4.5. Entertainment or travel to entertainment locations;

2.4.6. Personal expenses, such as haircuts, make-up, toiletries, newspapers, magazines, etc.

**2.5.** **Limitations on Travel Expense Reimbursements.**

* + 1. Transportation Expenses.

2.5.1.1. Domestic Air and Rail Travel. Except as approved in advance by Buyer’s Designated Representative, Buyer will only reimburse Contractor for domestic air or rail travel at the lowest priced, non-refundable fare at the time of ticketing (e.g., coach, economy) for a flight with the least number of stops or connections.

* + - 1. International Air Travel. A single flight of 8 hours or more may be upgraded to business class without prior approval.
			2. Privately Owned Vehicles.
				1. Travel to and from the Site, and between the Site and the place of temporary lodging or meals, in the Contractor Personnel’s own vehicle will be reimbursed at the current IRS rate, subject to the 50 mile guideline.
				2. Travel between different Sites will be reimbursed at the current IRS rate as required by Exelon.
			3. Car Rentals:
				1. Except as approved in advance by Buyer’s Designated Representative, only the cost of rentals of intermediate size vehicles will be reimbursed
				2. Except as approved in advance by Buyer’s Designated Representative, Rentals will not be reimbursed for Contractor Personnel who are utilizing temporary lodging within Center City Philadelphia, Downtown Chicago, Baltimore, Houston and the business district within Washington DC or other locations within walking distance of the Site.
				3. Contractor Personnel staying at the same or nearby locations should carpool, renting the minimum number of vehicles necessary, where feasible.
			4. Taxicabs and Mass Transit.
				1. Taxicab fare or mass transit between the transportation hub, the temporary lodging, and the Site will be reimbursed where a car rental has not been authorized.

2.5.1.5.2 Taxicabs, buses, or rail services (such as the CTA, SEPTA, etc.), when available, should be taken as the most cost-effective method over any limousine service

* + 1. Temporary Lodging Expense.
			1. Contractors will be reimbursed in accordance with Sections 2.3.1 and 2.3.2.
			2. If available, Contractor will utilize short-term (extended stay) hotel/apartment rentals for Work with a duration of thirty (30) Calendar Days or longer.
			3. Except as provided in Section 2.3.1, reimbursements for temporary lodging will not exceed the GSA standard per diem rates for the locality or county in which the Contractor Personnel are performing the Work.
		2. M&IE Expense
			1. Except as provided in Section 2.3.1, reimbursements for M&IE will not exceed the GSA standard per diem rates (published at www.gsa.gov/perdiem) for the locality or county in which the Contractor Personnel are performing the Work.
			2. Except as approved in advance by Buyer’s Designated Representative, Buyer will reimburse a maximum per diem of five (5) days per week.

**ARTICLE 3**

**DOCUMENTATION**

3.1. **Receipts**. Original receipts or a copy of the Contractor’s Itinerary for all travel, temporary lodging and M&IE must be submitted with the Contractor’s invoice.

3.2. **Mark-ups**. Travel expenses will be reimbursed at cost with no additional administrative mark-up.

**Attachment (1)**

Travel Plan Template

|  |
| --- |
| **Exelon Corporation - Contractor Travel Expense Plan** |
|  | **This Travel Request May Be Used For Multiple Travelers With The Same Itineraries** |   |
|  |   |   |   |   |   |   |   |   | **Today's Date** |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|  |   |   |   |   |   |   |   |   |   |   |  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|  | **Travel Arranger Name** | **E-mail Address**  | **Phone #** |   |
|  |  |  |  |   |
|  |  |   |
|  | **TRAVELER NAME** | **Employee ID (6 digits)** | **If Contractor, enter the Exelon sponsor name & phone** |   |
|  |   |   |   |   |
|  |   |   |   |   |
|  |   |   |   |   |
|  |   |   |   |   |
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|  | **AIR / AMTRAK**  |   |
|  | **Date** | **DEPART Airport, City, State or Train Station** | **ARRIVAL Airport, City & State or Train Station** | **Time of Departure** | **Preferred Airline, Flight Number and/or Other Flight Information** |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  | If booking **AMTRAK**, please provide the following regarding the credit card in profile---  | Security Code: |   | Billing Zip Code: |   |   |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |
|  | **HOTEL**  |   |
|  | **Hotel Name** | **City & State** | **Check-In Date** | **Check-Out Date** | **Additional Hotel Information(e.g. king bed, away from elevator, etc.)** |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |
|  | **RENTAL CAR** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |
|  | **Do you want a rental car based on the air flights?** |   | (Yes or No) |  |  |  |  |  |  |  |   |
|  |  |  | If **YES**, an intermediate from National Car Rental will be reserved, unless otherwise noted below.  |  |   |
|  | **Rental Car Company** |  | **City & State** |  | **Pick-Up Date & Time** | **Drop-Off Date & Time** | **Additional Rental Car Information (e.g. car size, one-way)** |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
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|  | **Other Reservation Requirements or Information: (limo or black car service, special requests or seating, etc.) If requesting black car service, please detail location, date and time of pickup and destination.** |   |
|  |  |   |
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**Attachment (2)**

**Buyer’s Preferred Provider for Business Travel**

Exelon Corporations’ Preferred Provider for business travel is **PROFESSIONAL TRAVEL**

**Telephone 1-888-Exelon0 (1-888-393-5660), Monday – Friday 7AM – 8PM CT**

Reservation Instructions:

1. Call PROFESSIONAL TRAVEL.
2. Give the agent your name and Company name and identify yourself as an Exelon Consultant/Contractor
3. Give the destination city, dates and approximate departure and arrival times
4. Confirmation and your itinerary will be sent to the Traveler’s e-mail address.

PROFESSIONAL TRAVEL has a complete list of Preferred Providers for Airline, Hotels, Car Rentals and Rail and will be able to assist the traveler(s) in arranging the most suitable accommodations.

Profiles: If you travel for Exelon more than 2 times a year, you may provide Professional Travel your basic information (Name, e-mail, phone number and sponsoring Exelon employee) and they will create a shell of a profile so that you may update with your travel preferences and loyalty number.

ACTION: Please send your name, e-mail address, contact phone number and sponsoring Exelon employee contact information to Kelley Kyle-Hoover at kelleyh@protrav.com. We will confirm with your sponsoring Exelon employee and advise when you can log-in to Concur Travel and update your profile and book online.

Note: PROFESSIONAL TRAVEL is required by contract to offer the lowest possible airfare. The reason for not accepting an offered airfare will be entered into the computer record and will appear on the travel management exception reports compiled by PROFESSIONAL TRAVEL. Please allow PROFESSIONAL TRAVEL to investigate alternative options.

**EXHIBIT J – FEDERAL FUNDING SPECIAL TERMS AND CONDITIONS**

 1. When applicable, Contractor will comply with the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "**Recovery Act**"), 10 CFR Part 600 and Appendix B to Subpart D thereto, including:

1.1. Sec. 1553: Protecting State and Local Government and Contractor Whistleblowers;

1.2. Sec. 1606: Wage Rate Requirements. See, 40 U.S.C. 31, as implemented at 2 CFR 176.190, 29 CFR parts 1, 3 and 5, and such contractual clauses as set forth in 29 CFR 5.5, which are incorporated herein by reference;

1.3. Sec. 1605: Use of American Iron, Steel, and Manufactured Goods; and

1.4. Office of Management and Budget (“OMB”) Guidance thereto.

2. Contractor also agrees to provide Exelon with assistance necessary for Exelon to comply with the reporting requirements in the Recovery Act, and comply with such other laws and federal regulations as hereinafter described:

3. Government Access: Provisions permitting access of DOE, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific program, for the purpose of making audits, examinations, excerpts, transcriptions, and copies of such documents.

4. Equal Employment Opportunity: Provision requiring compliance with E.O. 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Government-wide Debarment and Suspension (Non-procurement) (10 CFR Part 606)

6. Government-wide Requirements for Drug-Free Workplace (Grants) (10 CFR Part 607)

7. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): Provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): Contracts for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

9. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.): Provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401 et seq.) and the Federal Water Pollution control act as amended (33 U.S.C. 1251 et seq.).

10. Rights to Inventions and Data Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR 600.325 and Appendix A-Patent and Data Rights to Subpart D, Part 600.

11. Lobbying: Certification requirements under 10 CFR 601 ("New Restrictions on Lobbying").

**EXHIBIT K – STAFF AUGMENTATION SPECIAL TERMS AND CONDITIONS**

The following provisions are applicable to Contractors providing Staff Augmentation Services at or for Buyer’s Sites and are in addition to the obligations and representations made elsewhere in the Terms and Conditions.

**1. Patient Protection and Affordable Care Act Obligations**

1. This Exhibit and the obligations stated herein will be applicable to all Purchase Orders for Services in which the Terms and Conditions to which this Exhibit is attached are referenced or attached.
2. Contractor will comply, and will ensure that its Subcontractors comply, with all provisions of the federal Patient Protection and Affordable Care Act, Pub. Law 111-148, 124 Stat. 119-1025 (March 23, 2010) as amended, and its implementing regulations and any regulatory guidance (“ACA”), including but not limited to the employer shared responsibility provisions of the ACA with respect to all Contractor Personnel who are performing Services for the Buyer.  To the extent subject to the applicable provisions of the ACA, Contractor and its Subcontractors will offer to all Contractor Personnel performing Services for Buyer who are “full-time employees” and to their “dependents” the opportunity to enroll in health insurance coverage that: (a) qualifies as “minimum essential coverage” under a health insurance plan sponsored by the Contractor; (b) is “affordable”; (c) provides “minimum value” (collectively “ACA-Compliance Coverage”). The foregoing terms will have the meanings as defined under Sections 36B, 4980H, and 5000A of the Internal Revenue Code (“Code”), its implementing regulations, and related regulatory guidance. Contractor will provide proof of Contractor’s and Subcontractors’ compliance with the requirements of this Exhibit upon written request of Buyer.
3. For the purposes of the ACA, the Contractor will be the “common law employer” (as defined in Treas. Reg. §31.3401(d)-1, applicable guidance and common law principles)) of its personnel and that the Subcontractor will be the “common law employee” of the Subcontractor personnel, where those individuals provide Services to the Buyer, and that Contractor and Subcontractors will not take any contrary position before any Governmental Authority or in any other court or legal proceeding regarding the ACA obligations of the Buyer, the Contractor or the Subcontractors.
4. The Parties agree that the Contract Price for each Purchase Order will include a fee of per individual Contractor Personnel providing Staff Augmentation Services to Buyer (“ACA Additional Fee”) who has accepted ACA-Compliant Coverage. Unless otherwise specified in the Purchase Order, the fee will be twenty cents ($0.20) per hour or any part of such hour worked. The Parties acknowledge that the ACA Additional Fee reflects the Parties’ intent to assign an additional fee to Buyer for the costs associated with Contractor or its Subcontractors providing ACA-Compliant Coverage to those Contractor Personnel who accept such coverage. In no event will Buyer’s payment of the ACA Additional Fee for any Contractor Personnel enrolled in Contractor’s or Subcontractor’s health care coverage be construed as evidence of or an admission that the Contractor Personnel are common law employees or joint employees of the Buyer.

1.5. In order to be paid the full Contract Price, inclusive of the ACA Additional Fee, Contractor must certify in writing to Buyer that the individual Contractor Personnel performing Staff Augmentation Services have accepted the ACA-Compliant Coverage described above. Notwithstanding any other provision of the Contract Documents, Buyer will have the right to set off against Contractor’s invoices any and all reasonable costs incurred by Buyer as a result of Contractor’s or Subcontractor’s failure to comply with the requirements of this Exhibit, including recovery of Buyer’s ACA Additional Fee for any Contractor Personnel who do not enroll in Contractor’s or a Subcontractor’s ACA-Compliant Coverage.

* 1. In addition to and without limiting Contractor’s obligations to indemnify and hold the Buyer Parties harmless under the Terms and Conditions, Contractor will be solely and exclusively responsible for, and will reimburse, indemnify, and hold harmless the Buyer Parties, for any and all payments, liabilities, penalties, or other liabilities (including interest, excise taxes, and/or attorneys’ fees enforcement costs) that may be assessed or imposed under Section 4980H of the Code as a consequence of the Contractor’s and/or Subcontractors’ failure to offer ACA-Compliance Coverage. Additionally, in the event that any Contractor Personnel is deemed to be a “common law employee” of the Buyer, Contractor will be solely and exclusively responsible for, and will reimburse, indemnify, and hold harmless the Buyer and the Indemnities for any taxes, penalties, or other liabilities assessed against the Buyer due to Contractor’s failure to provide offers of ACA-Compliant Coverage to Contractor Personnel. In the event that Buyer is notified by any entity (including but not limited to the Internal Revenue Service, the U.S. Department of Health and Human Services, or any insurance Exchange) of Buyer’s potential liability for any such taxes, penalties (including those assessed under 4980H), or other liabilities relating to any Contractor Personnel, Contractor will fully cooperate, at Contractor’s expense, with the Buyer’s efforts to object to or appeal any determination of liability or potential liability.

1.7 The Parties further agree as follows:

1.7.1. Contractor will provide written certification of insurance on an annual basis to Buyer that it has ACA-Compliant Coverage. Certifications will be sent to:

 Exelon Business Services Company, LLC

 Human Resources - Vice President Health & Benefits

 Attn: ACA Compliance Certifications

 Chase Building – 50th Floor

 10 South Dearborn Street

 Chicago, IL 60603

1.7.2. Contractor will promptly notify Buyer’s Designated Representative in the event that an individual Contractor Personnel performing Staff Augmentation Services will terminate his or her ACA-Compliant Coverage.

1.8. The Buyer may audit Contractor’s records to confirm Contractor and its Subcontractors have complied with the requirements of this Exhibit K.

**2. Other Requirements**

2.1. Contractors and Subcontractors will report all income provided by Contractor or Subcontractor to Contractor Personnel performing Staff Augmentation Services for Buyer on an IRS Form W-2.

#  **EXHIBIT L – CYBER AND INFORMATION SECURITY SPECIAL TERMS AND CONDITIONS**

The terms and conditions in this Exhibit L will be applicable to all Contractors and Subcontractors: (1) with access to Buyer’s Electronic Information Assets, (2) with access to Buyer Electronic Information, or (3) who are designing, developing, hosting, maintaining or testing Applications for use with Buyer’s Electronic Information Assets. Buyer may identify additional cyber security requirements in the Purchase Order depending on the scope of Work and the sensitivity of Buyer Electronic Information Assets or Buyer Electronic Information to which Contractor will have access. Any references to “Contractor” shall also apply to Subcontractors.

1. **DEFINITIONS**

“**Access Level”** means a position in a hierarchy of access rights to an Electronic Information Asset that determines what actions a User is authorized to take on that Asset.

“**Account ID**” means any identification name or code associated with an Electronic Information Asset account (e.g. Administrator Account IDs, Service Account IDs, Shared Account IDs, and User Account IDs) that provides a specific level of access.

“**Administrator Account ID”** means an Account ID with elevated privileges that allows users to make changes that affect other Users or configuration settings (e.g. change security settings, install software and hardware, access all files on a system or make changes to other user accounts).

“**Ad Hoc Mode**” means a method for wireless computer networks, WLAN network or other wireless devices to directly communicate with each other without the use of an AP. **“Ad-hoc Mode”** may also be referred to as a peer-to-peer mode.

“**AES”** means Advanced Encryption Standard and is an encryption algorithm specification for the encryption of electronic data established by the National Institute of Standards and Technology.

“**AP**” means access point.

“**Application**” means a collection of integrated software that supports a business function.

“**Build Procedure**” means a step-by-step procedure that describes how to configure or set up a particular Application, platform, or system.

“**BYOD”** means “Bring Your Own Device” and refers to Wireless Devices not issued by Contractor but permitted to be used by Contractor to access Contractor’s WLAN.

**“Certificate Authority”** means an entity that issues digital certificates. A digital certificate certifies the ownership of a public key by the named subject of the certificate.

“**CISS**” means the Corporate and Information Security Services division of Exelon Business Services Company.

“**Data-At-Rest**” means Electronic Information which is stored physically in any electronic form (e.g. databases, data warehouses, spreadsheets, archives, tapes, off-site backups, mobile devices etc.).

“**Data-In-Transit**” means Electronic Information that is transmitted over the public or untrusted network such as the Internet and data which flows in the confines of a private network such as a corporate or enterprise Local Area Network (LAN).

“**Deployment Plan**” has the meaning given in Section 8.6.1.

“**FIPS 140-2 Level 2**” means Federal Information Processing Standard Publication 140-2, Level 2, a U.S. Government computer security standard used to accredit cryptographic modules. Level 2 improves upon the physical security mechanisms of a Security Level 1 cryptographic module by requiring features that show evidence of tampering, including tamper-evident coatings or seals that must be broken to attain physical access to the plaintext cryptographic keys and critical security parameters (CSPs) within the module, or pick-resistant locks on covers or doors to protect against unauthorized physical access.

**“Guest Wireless Access”** means a dedicated wireless network that is virtually segregated from the corporate WLAN. It usually uses the same infrastructure as the corporate WLAN, but is virtually segregated or zoned off.

“**Infrastructure Syslog Information**” means messages sent from a variety of devices reporting different events and collected on a single logging server—the syslog server.

“**Malware**” means a form of hostile or intrusive software.

“**MFA”** means multi-factor authentication method of computer access control in which a User is only granted access after successfully presenting several separate pieces of evidence to an authentication mechanism (e.g., passwords, PINs, etc.).

**“Out-of-Band Management”** means the use of a dedicated channel for managing network devices. This allows the network operator to establish trust boundaries in accessing the management function top apply it to network resources.

“**OWASP ASVS**” means the most current version of the Open Web Application Security Project Application Security Verification Standard found at <https://www.owasp.org>.

“**Principle of Least Privilege”** means that in a particular abstraction layer of a computing environment, every module (such as a process, a User, or a program, depending on the subject) must be able to access only the information and resources that are necessary for its legitimate purpose. For example, Users must only be granted access to Buyer Electronic Information or Buyer Electronic Information Assets on a need-to-know basis and to the extent such access is required for his/her assigned job function.

“**Production System”** means computer system used to process an organization's daily work or a system or environment with which Users interact.

“**RBAC**” means Role-Based Access Control.

“**Remote Access Systems”** mean applications that allow a User to connect to a computer network from a remote location, such as Citrix and VPN.

“**Security Event Monitoring System**” means a system for holistic monitoring of an organization’s security controls.

“**Security Patch Management**” means identifying, acquiring, analyzing, and testing Security Patches, as well as planning, communicating, implementing, and verifying their deployment.

“**Security Patches**” mean a software or computer system patch that is intended to correct a security vulnerability in that software or system.

“**Service Account”** means an account used for servicing a computer system that may be used by more than one User.

“**Shared Account ID”** means an Account ID shared between two or more Users.

“**Standard Build Image**” means a copy of complete and functioning computer system that can be simply copied to a new system.

“**Standard Configuration**” means specific asset configuration parameters approved by Exelon .

**“Standard Configuration Documents”** means the documentation that defines the specific asset configuration parameters approved by Exelon.

“**TLS 1.2”** means Transport Layer Security 1.2, a cryptographic protocol defined in Request for Comment (RFC) 5246 (August 2008) that provides communications security over a computer network.

“**User**” means any Person able to access Buyer’s Electronic Information on Contractor’s Electronic Information Assets or Buyer’s Electronic Information Assets.

“**VPN**” means a virtual private network which extends a private network across a public network or the Internet and enables Users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network.

“**Wireless Device”** means any type of device that communicates with other devices without needing a physical connection to the other device to transfer and receive information.

“**WPA2 Standard Requirements”** means the Wi-Fi Protected Access 2 security protocols and security certification programs developed by the Wi-Fi Alliance to secure wireless computer networks.

“**WLAN”** means Contractor’s Wireless Local Area Network over which Buyer’s Electronic Information may be stored or transmitted.

1. **APPLICATION SECURITY**

**2.1. Buyer Architecture and Design Standard**

2.1.1. Contractor will design, develop and test Applications for use with Buyer’s Electronic Information Assets to meet or exceed generally accepted secure software development lifecycles, including, but not limited to, the Common Criteria, Microsoft Security Development Lifecycle, NIST 800-64, the OWASP ASVS, the OWASP Comprehensive, Lightweight Application Security Process, or the UL 2900 Outlines.

2.1.2. Contractor will submit to Buyer’s Designated Representative a report from a qualified, third-party entity or Contractor’s Chief Security Officer attesting that Contractor’s Electronic Information Assets comply with Contractor’s software development lifecycle at least thirty (30) days prior to delivery of any Application.

1. **DATA PROTECTION**

**3.1. Controls**

3.1.1. Contractor will adhere to the Principle Of Least Privilege when granting Contractor Personnel access to Buyer’s Electronic Information and Electronic Information Assets.

3.1.2. Contractor will encrypt all Buyer Confidential Information so that it meets or exceeds 128-bit AES encryption while it is Data-In-Transit or Data-At-Rest.

1. **CONTRACTOR’S WLAN SECURITY REQUIREMENTS**

**4.1. Security Requirements**

4.1.1 Contractor’s embedded intrusion detection protection functions within its WLAN infrastructure will be enabled, configured, and monitored where possible.

4.1.2. Contractor’s and Subcontractor’s WLAN Syslog information will be forwarded to a Security Event Monitoring System and monitored for Cyber Security Incidents, where possible.

4.1.3. Contractor must have policies, procedures, and practices implemented for governing Wireless Devices accessing Contractor’s WLAN, and have a process in place to ensure that the security controls are not bypassed, including Ad-Hoc Mode, rogue AP devices, etc.

4.1.4 Contractor will allow only Contractor-approved Wireless Devices to connect to Contractor’s WLAN, except as provided in Section 4.6 (BYOD WLAN Access).

**4.2 WLAN Configuration Requirements**

4.2.1. Contractor' will use WLAN network encryption standards which meet or exceed 128-bit AES encryption and conform to the key lengths identified in this Exhibit L.

4.2.2. Contractor will set its WLAN authentication for 802.1x and EAP- TLS.

4.2.3. The Pre-Shared Key for WPA2 Standard Requirements wireless access to Contractor’s WLAN will be a minimum of 20 characters in length and randomly generated.

**4.3. User Configuration Requirements**

4.3.1. Contractor will ensure that all wireless devices or systems connecting with Contractor’s WLAN comply with WPA2 Standard Requirements or higher.

4.3.2. Contractor will use digital certificates issued by an approved digital certificate management utility (e.g., CISCO ISE, Radius, etc.) to establish the connection between supplicant (client) and the management server on Contractor’s WLAN.

4.3.3. A digital certificate from a commercial or Contractor self-signed Certificate Authority is installed on the digital certificate management server as the “trusted” root certificate for the WLAN clients.

4.3.4. This digital certificate will be distributed as part of a standard vendor desktop image so that all vendor-approved desktops are capable of communicating.

**4.4. Guest Wireless Access**

4.4.1. Network traffic for Guest Wireless Access must be segregated from Contractor WLAN traffic, routed solely to the Internet, and logged and filtered by content filters.

4.4.2. Contractor-issued Wireless Devices and Buyer’s Electronic Information Assets will not be configured for Guest Wireless Access.

**4.5. BYOD WLAN Access**

4.5.1. Contractor must segregate WLAN traffic for BYODs from both its WLAN traffic for Contractor-issued Wireless Devices and its Guest Wireless Access.

4.5.2. Contractor will limit BYOD access to applications on which Buyer’s Electronic Information is transmitted or stored to only Users who have been approved and authorized by Contractor.

4.5.3. Contractor will log and filter BYOD network traffic using content filters to monitor user and device resource access

4.5.4. Contractor will ensure that BYOD authentication adheres to and enables the WPA2 Standard Requirements or higher for personal wireless access.

4.5.5. Contractor-issued Wireless Devices will not be configured to connect to Contractor’s BYOD WLAN.

**4.6. Monitoring and Management**

4.6.1. Contractor will document and maintain Standard Configuration settings for Contractor’s WLAN infrastructure.

4.6.2. Contractor will identify any AP connected to the WLAN that is not authorized and approved by Contractor as a rogue AP, and will disable/disconnect the rogue APs.

4.6.3. Contractor must have a process in place to conduct intrusion detection and perform physical walkthroughs to detect or discover unauthorized wireless networks within Contractor’s WLAN infrastructure.

4.6.4. Contractor will incorporate intrusion detection and/or prevention monitoring into the WLAN, where available, that monitors unusual activity and network-based attacks (e.g. denial-of-service attacks, flood attacks, AP spoofing, man-in-the-middle, etc.).

1. **REMOTE ACCESS TO BUYER NETWORKS**

**5.1. Controls**

5.1.1. Buyer will individually review and approve, in its complete discretion, all Contractor Personnel requests for remote access to Buyer’s Electronic Information Assets prior to granting such access.

5.1.2. Contractor Personnel utilizing Buyer’s remote Access Systems must not:

 5.1.2.1. be connected to a non-Buyer network while simultaneously connected to Buyer’s network (i.e., no split-tunneling).

5.1.2.2. bridge to unauthorized non-Buyer networks while simultaneously connected to Buyer’s network (i.e., network bridging) which, in turn, bypasses the security controls established in Buyer’s network.

5.1.3. Information pertaining to Buyer’s Remote Access Systems is Confidential Information, including : (i) Internal TCP/IP address architecture, (ii) Client/server configurations, (iii) detailed network diagrams, (iv) Detailed system design and/or security measures, and (v) User ID account passwords or PINs.

5.1.4. Contractor Personnel must use MFA to establish a remote connection to Buyer’s network when connecting from any non-Exelon network.

5.1.5. Contractor Personnel using wireless connections to remotely access Buyer’s Electronic Information or Buyer’s Electronic Information Assets must use encryption standards which meet or exceed 128-bit AES encryption.

5.1.6. Contractor Personnel must not circumvent any Buyer remote access control.

**5.2. Remote Access Authentication**

5.2.1. Contractor Personnel must not save their Remote Access MFA credentials through automatic login scripts, software macros, terminal function keys or use of autosave with the Remote Access System client software.

5.2.2 Contractor Personnel must not share their remote access credentials (e.g., User ID, passwords, and PINs), with anyone.

5.2.3. Contractor will notify and obtain approval from Buyer before granting Subcontractors or third-party vendors access to Buyer’s Electronic Information or Buyer’s Electronic Information Assets.

**5.3. Remote Outbound/Inbound Connectivity**

5.3.1. Contractor must include cryptographic controls for all inbound and outbound remote access connections to Buyer’s Electronic Information Assets.

5.3.2. Contractor must have a documented and maintained process to monitor remote outbound/inbound connections to its Remote Access Systems and take appropriate action if an anomaly is found.

**5.4. Direct Business to Business (B2B) Connectivity**

5.4.1. Contractor must use Buyer’s preferred method for accessing Buyer’s systems and networks (e.g., Citrix).

5.4.2. If Buyer approves a B2B VPN connection, Contractor will comply with all Buyer requirements for direct B2B VPN access between Contractor Personnel and Buyer’s Electronic Information Assets that are listed in the Contract Documents.

1. **ACCESS CONTROL TO BUYER ELECTRONIC INFORMATION**

**6.1. Access Management**

6.1.1. Contractor will ensure that only Contractor’s authorized administrators have the capability to create, modify or disable Contractor Personnel Account IDs and/or permissions, and to reset passwords.

6.1.2. Contractor will use RBAC to approve and authorize Contractor Personnel access to either Contractor’s and/or Buyer’s Electronic Information Assets.

6.1.3. If Contractor accesses Buyer’s Electronic Information Assets or stores Buyer’s Electronic Information, Contractor will install security warning banners on Contractor Electronic Information Assets including language to the effect that access and use of such assets and information is only by authorized individuals, access is monitored, and unauthorized or illegal use will be prosecuted.

6.1.4. Contractor will assign each individual Contractor Personnel a unique User Account ID for which Contractor will be responsible for all activities performed under that User Account ID.

6.1.5 Contractor will prohibit Contractor Personnel to share or otherwise allow other Persons to use their unique User Account IDs and associated passwords and terminate access to Buyer Electronic Information for Contractor Personnel who violate this prohibition.

**6.2. Access Request and Approvals**

6.2.1. Contractor will only grant access to Buyer Electronic Information and Buyer Electronic Information Assets to individual Contractor Personnel who need access in order to perform the Work, and will revoke such access promptly once the individual no longer requires or is no longer qualified for access.

6.2.2. Contractor will ensure all requests for access to Buyer Electronic Information and Buyer Electronic Information Assets by Contractor Personnel are reviewed and approved by a Contractor manager before Contractor’s authorized administrators grant access.

 6.2.2.1. Contractor will document Contractor Personnel who have access to Buyer’s Electronic Information and Buyer Electronic Information Assets, their Access Levels, the Contractor manager who approved that access and, upon request, provide that documentation to Buyer.

 6.2.2.2. Contractor will review the list(s) of authorized approvers periodically, preferably every 90 days or at least annually, and give Buyer’s Designated Representative prompt notice of any changes to the list(s).

6.2.3. Contractor will maintain and make available upon Buyer’s request a record of all Contractor Personnel requests for access to Buyer Electronic Information and Buyer Electronic Information Assets for a minimum of two (2) years from the date of such request, with the following information included for each request: (i) Date of access request, (ii) Requestor name, (iii) User (requested for) name, (iv) System and/or Application Name, (v) Access Level/Access Type requested for the system and/or application, (vi) Need for access, (vii) Approver name(s), (viii) Date of approval(s), (ix) Date access was provisioned; (x) Date of access removal request; (xi) date access was removed; (xii) Reason for removal of access.

**6.3. Authentication**

6.3.1. All Contractor applications, systems and networks containing or allowing access to Buyer Electronic Information or Buyer Electronic Information Assets must require a valid Account ID and password for authentication prior to allowing access.

6.3.2. Contractor Personnel will not write down authentication credentials, such as Account IDs and passwords, or store them in readable form in automatic login scripts, software macros, terminal function keys, in computers without access control, shortcuts, and/or in other locations where unauthorized persons might discover them.

6.3.3. Contractor must protect authentication information (e.g. password files) while it is Data-At-Rest and Data-In-Transit with encryption controls to prevent unauthorized individuals from obtaining the data.

6.3.4. Contractor will require all Contractor Personnel to comply with applicable password requirements.

6.3.5. Contractor will ensure that passwords must not be displayed on any screens or reports.

6.3.6. Contractor must ensure passwords are delivered via a secure and reliable method; which could include confirming emails to the account holder that do not contain the account name, and a secure temporary password which is changed immediately upon login.

**6.4. Administrator Accounts**

6.4.1. Where technically feasible, Contractor must rename all default system and/or Application IDs to a name that does not indicate its Access Level and change their passwords prior to being placed in the production environment or connecting to a live network.

6.4.2. Contractor must limit Administrator Account access to Buyer Electronic Information and Buyer Electronic Information Assets to only those Contractor Personnel whose job role and responsibilities require such access.

6.4.3. Contractor must ensure that Administrator Account ID passwords are changed immediately upon an assigned User’s notification of termination or change in job role that no longer requires such access.

6.4.4. Contractor must store Shared Account IDs and passwords in a secured environment and provide access to approved Users only.

6.4.5. Contractor must change Shared Account ID passwords within seven (7) Days of the voluntary or involuntary termination notification of Contractor Personnel with knowledge of the password.

6.4.6. Contractor must log and monitor all activity of Contractor Personnel with Administrative or Shared Account IDs while they are accessing Buyer Electronic Information or Buyer Electronic Information Assets if feasible.

6.4.7. Administrator Account IDs and credentials assigned to Contractor Personnel are only for valid administration purposes and must be assigned a different User Account ID that is to be used for performing non-administrative activities such as checking email, or accessing the Internet.

**6.5. Access Reviews**

6.5.1. Contractor will review and verify Contractor Personnel’s continued need for access and Access Level to Buyer Electronic Information or Buyer Electronic Information Assets on a semi-annual basis.

6.5.2. Contractor will retain evidence of the reviews for two years from date of each review.

**6.6. Access Removal**

6.6.1. Contractor will immediately remove Contractor Personnel’s access to any Buyer Electronic Information and Electronic Information Assets when: (i) the individual no longer requires access to a given Electronic information resource or Electronic Information Asset; (ii) the individual is terminated or his or her employment is otherwise ended, (iii) the Services being provided by Contractor are either completed or terminated, or (iv) when Contractor reasonably believes the individual may pose a threat to the safety or security of Buyer’s Electronic information or Buyer’s Electronic Information Assets.

6.6.2. Contractor will notify Buyer Designated Representative once access has been removed from the Electronic Information resource or Electronic Information Asset.

6.6.3. Contractor will notify Buyer of Contractor Personnel retaining access beyond the period identified in Section 6.6.1.

**6.7. Password Requirements**

6.7.1. Contractor will ensure that Contractor Electronic Information Assets storing or transmitting Buyer’s Electronic Information, or connecting to Buyer’s Electronic Information Assets, are protected by robust password requirement or biometric controls, including:

 6.7.1.1. Passwords must be at least eight (8) characters long and composed of letters, numbers and special characters, where technically feasible.

 6.7.1.2. If other biometric controls are used in lieu of, or in addition to, passwords, they must be disclosed to Buyer’s Designated Representative.

 6.7.1.3. The Account ID must be disabled after a reasonable threshold is met for the number of invalid login attempts.

 6.7.1.4. Once an Account ID has been disabled due to reaching the maximum number of invalid login attempts, the Account ID may be automatically reset after a reasonable period for systems that support an account reset feature.

6.7.2. Contractor must notify Buyer if Contractor’s Electronic Information Assets do not meet the requirements of Section 6.7.1.

6.7.3. Buyer reserves the right to request mitigating security controls as a condition for allowing access to Buyer’s Electronic Information and Buyer Electronic Information Assets.

**6.8 Session Management**

6.8.1. Contractor Applications with access to Buyer Electronic Information or connecting to Buyer Electronic Information Assets must automatically disconnect after no more than thirty (30) minutes of inactivity during a session.

6.8.2. A session locking feature must be configured to automatically lock the Electronic Information Asset after fifteen (15) minutes of inactivity.

1. **CRYPTOGRAPHIC SECURITY STANDARDS**

**7.1. General Cryptographic Security Requirements**

7.1.1. Contractor must use strong cryptographic algorithms with sufficient key lengths for encryption, integrity checking, and authentication of origin of Buyer Electronic Information.

 7.1.1.1. When a RSA Security LLC (“RSA”) cryptographic network protocol is used, the required minimum key length is 2048 bits.

 7.1.1.2. When a SSH Communications Security, LLC Secure Shell (“SSH”) cryptographic network protocol is used, Contractor must utilize AES 128 bit or larger key size and must comply with password requirements in this Exhibit.

 7.1.1.3. Contractor’s cryptographic infrastructures must provide all necessary primitives, functions, and operations to support any future upgrade to FIPS 140-2 Level 2 compliance.

 7.1.1.4. Contractor must use TLS 1.2 or higher with bi-directional authentication to secure the transmission of Buyer’s Restricted Confidential Information.

7.1.2. Contractor must use algorithms to secure Buyer Restricted Confidential Information that are: (i) public domain, including source code, (ii) are peer reviewed and approved by NIST, and (iii) must not be known to have been compromised in practice.

7.1.3. Contractor must encrypt internal communication between application components, peer hosts, databases, and middleware where technically feasible.

7.1.4. Contractor’s encryption controls will be free from known defect and patched upon identification of a vulnerability.

1. **SECURITY PATCH MANAGEMENT**

**8.1. General Security Patch Management Requirements**

8.1.1. Contractor will promptly assess vulnerabilities and identify and deploy all applicable Security Patches for each Electronic Information Asset (e.g., applications, operating systems, and components including drivers, subsystems, programming languages, libraries and BIOS) on which Buyer’s Electronic Information is stored or transmitted, or which connect to Buyer’s Electronic Information Assets.

8.1.2. Contractor will deploy all Security Patches promptly, in accordance with the criticality of an identified vulnerability.

8.1.3. Contractor will have a process in place to reassess vulnerabilities to determine whether the Security Patch closed the vulnerability.

8.1.4. Contractor will promptly notify Buyer’s Designated Representative of any vulnerability that cannot be effectively closed by a Security Patch or other corrective action by Contractor and will document and implement appropriate mitigating technical controls to protect Buyer’s Electronic Information and access to Buyer’s Electronic Information Assets.

**8.2. Backups of Electronic Information Assets**

Before Contractor deploys Security Patches to either Contractor Electronic Information Assets storing Buyer’s Electronic Information or Buyer’s Electronic Information Assets, Contractor will ensure that the Electronic Information is backed up.

**8.3. Change Management and Communications**

8.3.1. Contractor will coordinate deployment of all Security Patches to Production Systems with Buyer well in advance of deployment to ensure compliance with established Buyer change management processes.

8.3.2. Buyer may direct Contractor to delay Security Patch deployment until the next available opportunity due to Buyer’s business conditions (e.g. high-usage periods, emergent weather conditions, or other operational conditions).

**8.4. Acquiring Security Patches**

8.4.1. Security Patches must be created by the hardware or software vendor, and Contractor must acquire them directly from the hardware or software vendor or through third- parties explicitly authorized by the vendor.

8.4.2. Under no circumstances will Contractor deploy Security Patches not approved by the hardware or software vendor.

8.4.3. Contractor must validate the authenticity of the Security Patch using such methods described by the hardware or software vendor (e.g. the use of secure protocols for download, cryptographic checksums, Pretty Good Privacy (PGP) signatures, and digital certificates).

8.4.4. Contractor will scan all Security Patches for Malware prior to deployment. Both the antivirus program and the virus signature database will be updated prior to scanning.

**8.5. Testing Security Patches**

8.5.1. Contractor will test all Security Patches in a non-Production System environment prior to deployment to ensure there are no negative impacts to production systems.

8.5.2. Where technically feasible, Contractor will perform testing on a selection of systems that most accurately represent the configuration of the Production Systems in the deployment.

8.5.3. Testing will include uninstalling or backing out the Security Patch to address problems that may be encountered during deployment to Production Systems.

8.5.4. If the testing of Security Patches negatively impacts the functionality of dependent Electronic Information Assets, Contractor will assess whether the negative impact outweighs the risk posed by the threat.

8.5.5. If Contractor’s assessment is that the Security Patch must not be applied due to the negative impact, Contractor will develop a workaround that is approved by Buyer.

**8.6. Planning Patch Deployment**

8.6.1. Prior to deploying a Security Patch to Production Systems, Contractor will develop and submit to Buyer a written deployment plan (“Deployment Plan”) which will include the following:

 8.6.1.1. The method by which the patch will be deployed to the assets, including manual or automated means. The means for deployment may be different for different groups of Electronic Information Assets.

 8.6.1.2. Workarounds or specific Security Patch implementation procedures to ensure that the negative impact for any known or potential issues regarding the installation of the patch is reduced to a level acceptable to Buyer.

**8.7. Verifying Patch Deployment**

Contractor will verify if Security Patch deployment for each Electronic Information Asset identified in the Deployment Plan is successful and inform Buyer of unsuccessful Security Patch deployments.

**8.8. Updating Baseline Security Configuration Standards**

 Contractor will update its security baseline configuration standards by including each Security Patch into any applicable Standard Build Image and/or Build Procedure.

1. **RISK MANAGEMENT AND THREAT ASSESSMENT**

**9.1. Security Risk Assessments**

9.1.1. Contractor must conduct a cyber and physical security risk assessment (“Risk Assessment”) on an annual basis and provide a written report of the results of this assessment to Buyer each year or upon request .

9.1.2. Contractor may be asked to participate with Buyer in an annual tabletop exercise of cyber and/or physical security specific to a threat identified by Buyer as required by Buyer.

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**EXHIBIT M – INFORMATION TECHNOLOGY SERVICES SPECIAL TERMS AND CONDITIONS**

These **Information Technology Services** **Special Terms and Conditions** are applicable to Purchase Orders for Information Technology Services from Contractor and its Affiliates.

1. **DEFINITIONS**

As used in this Exhibit, the following terms will have the following meanings:

**“Acceptance Period”** means thirty (30) days for Operational Submittals and fifteen (15) Days for Written Submittals, or such other period as is stated in the applicable Purchase Order.

**“Acceptance Test”** mean a Test designed to determine whether an Operational Submittal contains any Defects, including detailed test cases and expected results, as described in Section 5.2.3.1.

 **“ASP System”** means the Application Service Provider System which, among other things, stores Buyer Data as set forth in Section 7.2 4.

**“Balanced Scorecard”** means a semi-standard structured report, supported by design methods and automation tools, that can be used by Buyer to keep track of the execution of the Work by the Contractor and to monitor the consequences arising Contractor’s performance..

**“Defect”** has the meaning given to it in Section 8.3.2.4.

**“Estimate”** means any Project Estimate, Assessment Phase Estimate or Non-binding Estimate of either the cost or duration (or both) of the activities described in that document. Estimates may be binding or non-binding as more fully described herein.

**“Information Technology Services”** means software development, applications development; systems design, analysis and architecture; network design, architecture and security; database design and implementation; platform updates; system implementation and integration, and other related IT Services.

**“Operational Submittal”** means a Submittal consisting of software and/or equipment.

**“Person Day”** means an eight (8) hour workday as described in Section 4.2.3.

**“Personnel Rates”** will mean the daily rates to be charged for Contractor Personnel as set forth in the Purchase Order.

 **“Project Estimate”** means a fixed price and/or time-and-materials or other variable-priced estimate to complete the Scope of Work, as described in Section 4.1.

**“Ready for Acceptance”** means a Submittal has been completed and, in the case of an Operational Submittal, has been tested and/or certified as being ready for acceptance in according with this Exhibit M and the other Contract Documents.

**“Written Submittals”** mean all Submittals that are not Operational Submittals, including diagrams, documentation, manuals, and system designs.

All other capitalized terms used herein but not set forth above will have the meanings ascribed to them in the Terms and Conditions.

1. **STANDARDS FOR PERFORMANCE**

**2.1 Standards.**

 2.1.1. Contractor will perform the Work using the languages, tools, methodologies and practices selected by Buyer. Contractor will not use any languages, tools, methodologies and practices without Buyer’s prior written approval..

 2.1.2. The Contractor will comply with Exhibit L (Cyber Security Special Terms and Conditions) as applicable.

**2.2 Final Completion.**

 Final Completion will be met when:

 2.2.1 Contractor has delivered to Buyer all Submittals specified in the Purchase Order, including complete and accurate documentation for the Submittals (where applicable); and

 2.2.2. Submittals conform to the Specifications, and pass all performance and acceptance testing requirements.

 2.2.3. The determination of whether Work has been substantially completed will not be based on any sign-offs or approvals which may have been given by Buyer prior to completion of all Submittals.

**2.3 Quality Management**

2.3.1. Contractor, as part of its total quality management process, will provide continuous quality assurance and quality improvement through:

2.3.1.1. Identification and application of proven techniques and tools from other installations within its operations (i.e. “Best Practices”); and

2.3.1.2. Implementation of concrete programs, practices, and measures designed to improve performance. Contractor will utilize effective project management in performing the Services.

2.3.2. Performance will be measured by a mutually agreed set of Performance Measures specified for each Purchase Order. In addition, Contractor will maintain a Balanced Scorecard (covering all Scope of Works), contents to be mutually agreed upon, which will be updated and reported to Buyer monthly. Performance Measures will include the following:

2.3.2.1. Milestones- On-time delivery

2.3.2.2. Cost variances

2.3.2.3. Defect rate – one (1), three (3), and six (6) months of production – defects per one hundred (100) hours of work

2.3.2.4. Percent of time spent on rework

2.3.2.5. Changes requested/approved

2.3.2.6. Customer satisfaction

2.3.2.7. Errors discovered in testing

2.3.28. Satisfaction with personnel and personnel skill levels

**2.4 Reports and Meetings.**

 2.4.1. Progress Reports. Contractor will submit periodic progress reports on the progress of its Work to Buyer on a weekly basis or as otherwise specified in the Purchase Orders.

 2.4.2. Review Meetings. The Contractor’s Designated Representative will conduct regular review meetings which will be attended by senior representatives from Contractor as requested by Buyer. During such meetings, the Parties will consider progress to date to ensure that work-in-progress (including as related to any Submittals and any Milestones) is achieved by scheduled completion dates and within budget. The Parties will, as appropriate, mutually determine any other meetings to be held between representatives of Buyer and Contractor.

2.4.3. Work-in-Progress Reviews. Periodically, or as reasonably requested by Buyer, Contractor will provide to Buyer, or allow Buyer a reasonable opportunity to review, work-in-progress so that Buyer may monitor progress towards the timely completion of such work (and the delivery of any associated Submittals). Buyer reserves the right to participate in all operational and performance-related meetings between Contractor and its subcontractors. Contractor will notify Buyer in advance of all such meetings in order to enable Buyer to participate in the same.

1. **ADDITIONAL WARRANTIES**

 In addition to the other warranties in the Terms and Conditions::

**3.1 Viruses and Malware**

 Contractor warrants that no computer viruses or similar items are coded or introduced into any software, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

**3.2 Compliance with Americans with Disabilities Act**

Contractor will perform the Work, including design and construction of websites and other communications interfaces, so that it complies with Title III of the Americans with Disabilities Act, 42 U.S.C. §§12181-12189 (as amended), and conforms to the current version of World Wide Web Consortium (W3C) Website Content Accessibility Guidelines (currently version 2.0**).**

1. **PROJECT ESTIMATES AND PERSONNEL RATES**

**4.1**  **Project Estimates*.***

 4.1.1. Buyer will request Contractor submit a proposal for Work by submitting to Contractor a high level description of the Specifications and a request Contractor provide a Project Estimate.

 4.1.2. Contractor will promptly review the Specifications and, with any additional input reasonably required from Buyer, prepare a Project Estimate. Each Project Estimate will consist of:

 4.1.2.1. Contractor’s fixed price to complete the Work (including correction of any deficiencies or Defects identified during acceptance and performance testing), or

4.1.2.2. Contractor’s total labor (time) , with a breakdown of the estimated number of Person Days by job category and by function (e.g., design, coding, testing, implementation, training and documentation);

 4.1.2.3. Incidental expenses to the extent reimbursable under Section 4.3;

4.1.2.4. Contractor’s estimated charges for performing integration testing and correcting any Defects in any software Submittal relating to the interoperability of such software Submittal with other software with which it is intended to be interoperable; and

 4.1.2.5. The time period required to complete the Work, listed by Milestones as appropriate.

 4.1.3. Basis For Estimates*.* All Project Estimates will be based on a reasonable and good faith estimate of the amount of time of Contractor Personnel in each applicable labor category that is required to complete the Work covered by the Estimate multiplied by the Personnel Rates. Volume discounts as described in Section 4.2.2 will be used in determining the applicable Personnel Rates. There will be no charge to Buyer for providing Estimates.

4.1.4. Assessment Phase*.* For certain large, complex Scope of Works, Contractor may need to perform some initial assessment Work to be able to provide a firm Project Estimate for the entire Scope of Work (such phase being referred to as the “Assessment Phase”). For these Scope of Works, Contractor will initially be required to provide a firm estimate of the cost and time period to complete the Assessment Phase (an “Assessment Phase Estimate”) and a high level non-binding estimate of the cost and time period to complete the remainder of the Scope of Work (the “Non-binding Estimate”). Upon completion of the Assessment Phase, Contractor will be required to provide a firm Project Estimate of the cost and time period to complete the remainder of the Scope of Work.

 4.1.5. Acceptance of Estimates*.* Buyer will review each Project Estimate and Assessment Phase Estimate and notify Contractor within a reasonable period of time whether Buyer accepts or rejects the Estimate. Estimates will be held open for at least sixty (60) Days. If Buyer accepts a Project Estimate or Assessment Phase Estimate, the Parties will complete a Purchase Order . If the Estimate is for a fixed price, that Estimate will become the Contract Price for that Work. If the Estimate is for time-and-materials or other variable price, the applicable Personnel Rates or other variable rates, plus the amount of any fixed charges will be the Contract Price and the Estimate will be the Purchase Order Amount. Contractor will perform the Work in accordance with the Purchase Order. If an Assessment Phase is performed and a Project Estimate for the remainder of the Scope of Work is subsequently accepted by Buyer, a Change Order to the Purchase Order covering the remainder of the Scope of Work will be issued. If Buyer rejects a Project Estimate or Assessment Phase Estimate, Contractor will not perform or charge for any Work described in such Estimate.

 4.1.6. Competitive Bids*.* Nothing in this Section 4.1 will preclude Buyer from soliciting proposals from other Contractors or conducting a formal request for proposals (“RFP”) for any particular Work, which if such Work were awarded to Contractor would be governed by these Terms and Conditions, provided that the process for submitting proposals outlined will supersede in the RFP document soliciting such bids.

**4.2 Personnel Rates.**

 4.2.1. Fully Loaded Rates. Contractor’s Personnel Rates for performing Work will be set forth in the Project Estimate. The Personnel Rates will be fully loaded rates that include: all equipment, software, computer time, supplies and office space required or used by Contractor Personnel in performing the Services (to the extent such Services are performed at a Contractor facility; the travel, lodging and meal expenses of Contractor Personnel (except to the extent provided in Section 4.3 below); and related overhead costs and administrative expenses.

 4.2.2. Volume Discounts*.* Any discounts to the Personnel Rates agreed to by the Parties based on higher levels of overall usage of Contractor Personnelwill be set forth in the Project Estimate. Such discounts will apply based on the overall usage of Contractor Personnel as measured in terms of the aggregate total dollar amount of Contractor’s labor charges under Purchase Orders incorporating these Terms and Conditions on a rolling twelve (12) month basis. Such volume discounts will be applied against the Personnel Rates prior to the application of any commitment discount and will begin to apply during the first twelve (12) months following the Effective Date once the initial threshold is met. Such volume discounts will be calculated on a monthly basis and apply prospectively based on when the Services are performed (rather than when Estimates are given or Services are invoiced).

 4.2.3. Minimum Hours*.* The Personnel Rates are based on the assumption of an eight (8) hour workday devoted to Buyer-specific work with charges for partial Person Days being prorated.  In the event Contractor charges Buyer for more than eight (8) hours in a Day or five (5) Days in a calendar week ("Excess Work"), such Excess Work must be pre-approved by Buyer or otherwise agreed to in the applicable Purchase Order.  For exempt, salaried Contractor Personnel eligible to receive compensation for Excess Work, Contractor will not charge higher rates for Excess Work.  For non-exempt, hourly Contractor Personnel, Contractor will charge Buyer and pay such Contractor Personnel for Excess Work in accordance with applicable Law. Buyer-specific work does not include travel, sick leave, vacation, training and administrative functions.

 4.2.4. Timekeeping. Contractor must record time devoted to Buyer work in Contractor’s time keeping system. Contractor will cause all Contractor Personnel performing Services to complete a daily time record in such time keeping system at the end of each work day describing in reasonable detail the work performed for Buyer during the day and the amount of time devoted to such work.

**4.3 Incidental Expenses.**

 Buyer will reimburse Contractor for reasonable, documented travel, lodging and meal expenses of Contractor personnel engaged in performing Services under these Terms and Conditions only if such expenses are incurred in response to a special request by Buyer in writing. In the event such request by Buyer is due to a problem with the Services attributable to Contractor, there will be no such reimbursement. Any authorized travel-related expenses will be reimbursable in accordance with Exhibit I of the Terms and Conditions. Except as provided above, all of Contractor’s expenses incurred in performing the Services are included in the Personnel Rates.

**4.4 Acquisition Discount Programs.**

 At Buyer’s request, Contractor will make available to Buyer any acquisition discount programs Contractor has with third-party vendors (to the extent permitted under such discount programs) in connection with Buyer’s acquisition of equipment and software related to the Services.

1. **CONTRACTOR’S SUBMITTALS**

**5.1 Notice of Submittals Ready for Acceptance.**

 Upon completion of a Submittal, Contractor will notify Buyer in writing that the Submittal is Ready for Acceptance by Buyer.

**5.2 Acceptance Procedures.**

 5.2.1. Generally. Promptly after receiving notice pursuant to Section 5.1, Buyer will evaluate the Submittal for acceptance in accordance with this Section 5.2. The acceptance process outlined below will not be deemed to extend the scheduled completion date for any Submittal specified in a Purchase Order. Acceptance by Buyer requires that the Submittals be confirmed in writing by Buyer to meet applicable acceptance criteria which, in the case of Operational Submittals, will include the successful completion of agreed-to acceptance and performance testing. In the case of Submittals that are component parts of larger Submittals, in addition to acceptance of the component Submittals, the Submittal comprised of the component Submittals will also be subject to acceptance in its entirety. Acceptance test procedures for Submittals will be prepared by the responsible Party as indicated in the applicable Purchase Order. The acceptance test procedures will be sufficiently rigorous so as to verify that the Submittals meet all applicable specifications, acceptance criteria and performance requirements. Acceptance procedures for written Submittals (which are all Submittals other than Operational Submittals) and Operational Submittals are as follows:

 5.2.2. Written Submittals.

 5.2.2.1. Contractor may submit interim drafts of Written Submittals to Buyer for review. Buyer agrees to review each interim draft within a reasonable period of time after receiving it from Contractor. When Contractor delivers a final written Submittal to Buyer, Buyer will review such written Submittal within the Acceptance Period. In all cases, Buyer’s obligation to review a written Submittal within the applicable Acceptance Period will be contingent on such written Submittal being delivered to Buyer as scheduled. If and to the extent any written Submittal is delivered earlier or later than scheduled, the Acceptance Period for such written Submittal will be extended as reasonably necessary to accommodate the availability of the Buyer Personnel responsible for reviewing such Submittal. Similarly, if and to the extent multiple written Submittals are delivered to Buyer within an Acceptance Period, the Acceptance Period for all such written Submittals will be extended as reasonably necessary to accommodate the availability of the Buyer Personnel responsible for reviewing them.

 5.2.2.2. Buyer agrees to notify Contractor in writing by the end of the Acceptance Period either stating that the applicable written Submittal is accepted in the form delivered by Contractor or describing with reasonable particularity any deficiencies that must be corrected prior to acceptance of such written Submittal. If Contractor does not receive any such notice from Buyer by the end of the Acceptance Period, Contractor will promptly notify Buyer in writing that no such notice has been received. If Contractor does not receive the required notice within seven (7) Business Days after Buyer receives such written notification from Contractor, such written Submittal will be deemed to be accepted by Buyer.

 5.2.2.3. If Buyer delivers to Contractor a timely notice of deficiencies, Contractor will correct the described deficiencies as quickly as possible and, in any event, within ten (10) Business Days after Buyer notifies Contractor of the of deficiencies (unless otherwise specified in the applicable Purchase Order). Upon receipt of a corrected written Submittal from Contractor, Buyer will have a reasonable additional period of time to review the corrected written Submittal.

 5.2.3. Operational Submittals.

 5.2.3.1. To the extent not already specified in the applicable Purchase Order, prior to the date on which Contractor is scheduled to deliver each Operational Submittal to Buyer, Contractor and Buyer will agree upon the Acceptance Test procedures for the Operational Submittal,. Buyer will have the opportunity during the Acceptance Period to evaluate and test each Operational Submittal in accordance with the following procedures by executing the Acceptance Tests.

 5.2.3.2. When Contractor has completed an Operational Submittal, Contractor will deliver the Operational Submittal to Buyer’s designated site and, where Contractor is responsible for installation, install such Submittal and perform an installation test reasonably acceptable to Buyer to verify that the Submittal has been properly delivered and installed. Contractor will notify Buyer when the Operational Submittal is Ready for Acceptance, provided that such notice will not occur prior to the successful completion by Contractor of any installation tests. Such notice will start the Acceptance Period. As was the case with written Submittals, Buyer’s obligation to review any Operational Submittal within the applicable Acceptance Period will be contingent on such Operational Submittal being delivered to Buyer as scheduled. If and to the extent any Operational Submittal is delivered earlier or later than scheduled, the Acceptance Period for such Operational Submittal will be extended as reasonably necessary to accommodate the availability of the Buyer personnel responsible for reviewing such Operational Submittal. Similarly, if and to the extent multiple Operational Submittals are delivered to Buyer within an Acceptance Period, the Acceptance Period for all Operational Submittals will be extended as reasonably necessary to accommodate the availability of the Buyer personnel responsible for reviewing them.

 5.2.3.3. Buyer will notify Contractor in writing by the end of the Acceptance Period stating that the Operational Submittal is accepted in the form delivered by Contractor or describing the Defects as provided in Section 8.3.2.4 below. If Contractor does not receive any notice of Defects from Buyer by the end of the Acceptance Period, Contractor will promptly notify Buyer in writing that no such notice was received. If Contractor does not receive a notice of Defects within seven (7) Business Days after Buyer receives such written notification from Contractor, such Operational Submittal will be deemed accepted by Buyer.

 5.2.3.4. If Buyer determines during the Acceptance Period that the Operational Submittal as delivered by Contractor deviates from its approved specifications or otherwise fails to successfully complete applicable Acceptance Tests (a “Defect”), Buyer will inform Contractor in writing, describing the Defect(s) in sufficient detail to allow Contractor to recreate them. Contractor will correct any Defects in an Operational Submittal as quickly as possible after receiving Buyer’s notice of the Defects and, in any event, within ten (10)Business Days after receiving such notice (unless otherwise specified in the applicable Purchase Order), and provide the corrected Operational Submittal to Buyer for re-testing within such ten (10) day period.

 5.2.3.5. Buyer will have a reasonable additional period of time after receipt of the corrected Operational Submittal to re-test it so as to confirm its proper functioning. Contractor will correct any further Defects identified by Buyer during the re-test as quickly as possible, but in no event more than ten (10) Business Days after Buyer notifies Contractor of the further Defects, unless otherwise specified in the applicable Purchase Order or agreed to by Buyer.

1. **INSPECTION AND TESTING**

**6.1 Performance and Acceptance Test Requirements**

 Performance and acceptance testing requirements for each software Submittal will include integration testing to ensure that such software Submittal operates properly in combination with all other software with which it is intended to be interoperable.

1. **CONTRACTOR’S INTELLECTUAL PROPERTY; BUYER’S DATA**

**7.1 Buyer’s License to Use Intellectual Property Incorporated in the Work.**

 The licenses granted to Buyer to use Contractor’s and third party’s Intellectual Property under the Terms and Conditions will include the right for Buyer to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works of any Intellectual Property incorporated into the Work and any other existing or future systems, software or technology owned, licensed or operated by or on behalf of Buyer (“Buyer Technology”); and to sublicense and distribute the Intellectual Property to (i) third-parties engaged to perform services for Buyer in connection with Buyer Technology, and (ii) direct and indirect customers of Buyer (and their designees) to the extent reasonably required to make, have made, use, copy, display, operate, develop, maintain, support, modify, enhance and prepare derivative works of any Buyer Technology that is made available to them by or on behalf of Buyer or its Affiliates, licensees or distributors (e.g., front end software to systems that enable Buyer and its customers to exchange data). Prior to sublicensing or distributing any Contractor or third party Intellectual Property to any entity described in this Section 19.1.3(i) or 19.1.3(ii), Buyer will have required such entity to have executed an agreement containing reasonable confidentiality protections that apply to such languages, tools, methodologies and practices.

**7.2** **Buyer Data.**

 7.2.1. Buyer Data will be and remain the property of Buyer. Contractor will not possess or assert any Lien or other right against or to Buyer Data. No Buyer Data, or any part thereof, will be sold, assigned, leased, or otherwise transferred to third-parties by Contractor or commercially exploited by or on behalf of Contractor, its employees or agents.

 7.2.2. Upon Buyer’s request, the termination or expiration of these Terms and Conditions for any reason (including termination for cause) or, with respect to any particular data, on such earlier date that the same will be no longer required by Contractor in order to render the Services hereunder, such Buyer Data (including copies thereof) will be promptly returned to Buyer by Contractor in a form reasonably requested by Buyer or, if Buyer so elects, will be destroyed, and a written certification of destruction provided by Contractor

 7.2.3. Buyer Data will not be utilized by Contractor for any purpose other than that of rendering the Services under these Terms and Conditions.

 7.2.4. Contractor will maintain and provide access, both electronic and physical, upon request to copies of Buyer Data, content, and other property on the ASP System as Buyer requires for update, modification, downloading, or other purposes. Such access will include escorted access to the physical location where the ASP System is maintained.

1. **NOT USED**

1. **WORK PRODUCT**

**9.1 Contractor IP Rights.**

 Contractor will obtain Buyer’s written approval prior to incorporating any Material subject to Contractor’s IP Rights into any Work Product and identify such Contractor IP Rights to Buyer.

**9.2 Third-PartyIP Rights.**

 In performing the Services, Contractor will not disclose to Buyer or incorporate into the Work, in any manner, any Material subject to any third-party IP Rights without Buyer’s prior written approval. Unless otherwise agreed in writing by the Parties, in the event Contractor incorporates any Material subject to third-party IP Rights into the Work, which is not commercially available as a product offering of the third-party and is reasonably required to enable Buyer to use and support the Work Product in a cost effective manner (whether or not such Material is incorporated into the Work Product), Contractor will immediately secure for Buyer from the third-party that owns the IP Rights, a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, world-wide license to make, have made, use, copy, display, operate, maintain, support, modify, enhance, prepare derivative works of, sublicense and distribute such third-party Material.

**9.3 Open Source or Copyleft Licenses.**

 Without Buyer’s prior written approval, Contractor will not will not incorporateinto the Work, in any way, any software or other Intellectual Property that is subject to an Open Source or Copyleft license (including the GNU General Public License) or any other agreement that may give rise to any third-party’s right to use any Work Product or to limit Buyer’s right to use, copy, maintain, modify, prepare derivative works of, sublicense, and distribute such software and other Intellectual Property in any respect.

**9.4 No Implied Licenses.**

 Except as expressly set forth in the Purchase Order or these Terms and Conditions, no license to Contractor (or any of its employees, agents or subcontractors) under any IP Right that is now or may hereafter be owned by Buyer granted by these Terms and Conditions.

**9.5 Residual Knowledge and Independent Development.**

 Nothing contained in these Terms and Conditions will restrict a Party from the use of any general ideas, concepts, know-how, or techniques retained in the unaided mental impressions of such Party’s personnel relating to the Services that either Party, individually or jointly, develops or discloses under these Terms and Conditions, provided that in doing so such Party does not breach its obligations under Contract Documents or infringe the IP Rights of the other Party or third-parties who have licensed or provided materials to the other Party.

1. **FACILITIES AND ASSETS**

**10.1 Buyer Facilities and Assets.**

 10.1.1. Unless otherwise agreed by the Parties in a Purchase Order, Contractor Personnel assigned to perform Services will perform such Services at Buyer facilities. To the extent that Contractor Personnel perform Services at Buyer’s facilities, Buyer will provide Contractor Personnel located at such facilities with a reasonable amount of office space and associated utilities, office furniture and supplies, and workstation equipment and software as required to perform the Services. Such workstation equipment and software provided will be of a type that conforms to Buyer standards. Contractor may upgrade such equipment and software as Contractor considers appropriate and without charge to Buyer, provided that any such upgrade will conform to Buyer standards unless permitted pursuant to an express written exemption from the Buyer’s Designated Representative.

 10.1.2. Contractor will ensure that Contractor Personnel located at Buyer facilities comply with the Buyer security regulations particular to such facilities as to which Buyer has notified Contractor in advance.

 10.1.3. Any Buyer facilities, utilities and other materials will be made available to Contractor on an “as is, where is” basis.

 10.1.4. Contractor will use due care while using any Buyer-owned assets that are provided to Contractor for Contractor’s use in performing the Services. If during the term of these Terms and Conditions such assets are to be located at Contractor’s premises, Contractor must maintain adequate physical security measures so as to prevent unauthorized access to or theft of such assets. Assets provided by Buyer for Contractor’s use in performing the Services must remain the absolute unencumbered property of Buyer. Under no circumstances may such assets be subject to any charge, Lien or other interest of Contractor. Upon Buyer’s request, the termination or expiration of these Terms and Conditions for any reason (including termination for cause) or, with respect to any particular asset, on such earlier date that the same will be no longer required by Contractor in order to render the Services hereunder, such assets will be promptly returned to Buyer by Contractor.

**10.2 Contractor Facilities.**

 10.2.1. Buyer must approve in writing the performance of any Services at facilities other than Buyer facilities. If Buyer grants approval for Contractor Personnel to split their time between Buyer facilities and Contractor facilities in performing Services (e.g., in order to reduce the amount of travel time of Contractor Personnel), Buyer reserves the right to revoke such approval at any time and/or to require that specific Contractor Personnel perform work at Buyer facilities on specific Days (notwithstanding that Buyer had previously approved such Contractor Personnel working at Contractor facilities on such Days).

 10.2.2. To the extent that any Services are provided by Contractor Personnel at a Contractor facility, Contractor will be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. Except as otherwise may be specified in such Purchase Order, the Personnel Rates will apply to all Services performed by Contractor Personnel at a Contractor facility, and there will be no additional charge to Buyer for the furnishing of such office space, utilities, furniture, supplies, workstation equipment and software at such Contractor facility. Buyer reserves the right to approve the location and any relocation of Contractor facilities at which Contractor Personnel perform any Services. Unless otherwise agreed in writing by the Parties, Contractor will bear all costs and expenses of any relocations and any increased cost to Contractor in providing the Services from Contractor facilities (rather than from Buyer facilities).

1. **MISCELLANEOUS**

**11.1 SSAE 16 Audit.**

 Contractor will retain a qualified third-party to perform a Type II independent service audit examination, which concludes on both design and operating effectiveness of the service organization's internal controls, on an annual basis. Service Organization Controls (SOC) reports for service organizations will be prepared in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization. In respect to the examination:

11.1.1. SOC 2 Type II report will correspond to the services provided under a Purchase Order.

11.1.2. Control objectives to be covered by the examination including those under the responsibility of the Contractor and those that fall within the areas of Buyer responsibility will be developed with input from Buyer to ensure Buyer's financial statement and operational assertions are achieved and that risks and corresponding controls are considered.

11.1.3. Scope of examination coverage will encompass all services provided to Buyer necessary to meet the control objectives that are under responsibility of the Contractor.

11.1.4. Timing of examination and subsequent release of the examination report will be set in consideration of Buyer's calendar year-end financial close and reliance thereon for complying with the Sarbanes Oxley Act (suggested examination period October 1 - September 30).

11.1.5. Buyer will be supplied a copy of the examination report upon release by the independent service auditor.

11.1.6. Contractor will provide responses to all identified control deficiencies reported as a result of the independent service examination, including background and cause of control breakdown, extent of breach due to the control deficiency, and intended resolution to remediate the control deficiency.

**11.2 Survival**

 This Article 11will survive termination of the Purchase Order for a period of two (2 )years, or the warranty period, whichever is longer.

**EXHIBIT O – NUCLEAR INFORMATION AND TECHNOLOGY EXPORT CONTROL SPECIAL TERMS AND CONDITIONS**

In the event that Contractor’s services will involve physical or logical access to nuclear information or technology that is controlled for export by the United States Department of Energy (“**DOE**”) under 10 CFR Part 810, the following provisions will apply:

**DEFINITIONS**

Unless otherwise defined herein, all capitalized terms will have the meaning given to them in the Terms and Conditions unless context requires otherwise.

 **“Deemed Export”** means allowing access to or providing Part 810-Controlled Information and Technology to a Foreign National in the United States. It could include a demonstration or oral briefing inside the U.S. It could include hiring an employee or using a contract worker at a nuclear plant or in an IT function within Buyer BSC that supports a nuclear database or software inside the U.S. It could include logical access and support to such nuclear database by a Contractor with no physical access, as in support by a Foreign National within the U.S.

**“Export”** means carrying, delivering, or sending Part 810-Controlled Information and Technology outside the United States, either in person or via regular, electronic or overnight mail or shipping. It could include logical access and support by Contractor individuals in a foreign country.

**“Foreign National”** means an individual who is not a U.S. Person.

**“Part 810-Controlled Information and Technology”** means nuclear information or technology controlled for export by the Department of Energy, including: non-public technical data concerning the design, construction, maintenance, repair, overhaul, refurbishment or operation of a nuclear reactor, including nuclear reactor development, production or use of the components within or attached directly to the reactor vessel, the equipment that controls the level of power in the core, or the equipment or components that normally contain or come in direct contact with or control the primary coolant of the reactor core or technology for the development, production, or use of equipment or material especially designed or prepared for the nuclear reactor. The information related to the equipment listed in Appendix 1 to this Exhibit O is controlled for export by the Department of Energy.

**“U.S. Person”** means an individual who is one of the following:

1. A U.S. citizen; or
2. A U.S. national (for example, one born in American Samoa or the Commonwealth of the Northern Mariana Islands; or
3. A U.S. Lawful Permanent Resident (green card holder); or
4. A protected person under the U.S. Immigration and Nationality Act (for example, individuals that the U.S. government has granted refugee or asylee status).

**EXPORT CONTROL REQUIREMENTS**

**2.1.**

 **Export.** Contractor will neither Export nor Deemed Export Buyer’s Part 810-Controlled Information and Technology without the advance, express written consent of the Exelon Generation Company, LLC Nuclear Legal Department. Contractor will not Export or Deemed Export Part 810-Controlled Information and Technology to countries or Persons from countries that are not generally or specifically authorized by DOE. DOE has generally authorized exports to the countries or Persons from the countries on the list in Appendix 2. Buyer will not be responsible for obtaining specific authorization from the DOE for countries or Contractor Personnel who, in connection with the Work, Contractor desires to grant access to Buyer’s Part 810-Controlled Information and Technology.

**2.2 Storage.**  Contractor will store all Buyer Part 810-Controlled Information and Technology at facilities located physically within the United States, including such information stored on all Contractor Electronic Information storage facilities. Contractor may not store any Buyer Part 810-Controlled Information and Technology on third-party or cloud-based Electronic Information storage facilities without the advance, express written consent of the Exelon Generation Company, LLC Nuclear Legal Department.

**2.3.** **Restricting Access to Buyer’s Part 810-Controlled Information.** Contractor will permit physical or logical access to Buyer’s Part 810-Controlled Information and Technology only to Contractor Personnel who require access and are : (i) U.S. Persons or Foreign Nationals from (born in, citizens of, or permanent residents of) a country on the list at Appendix A to 10 CFR Part 810; and (ii) are not from (born in, citizens of, or permanent residents of) a country that is not on this list. This restriction applies to support personnel who may be involved in electronic storage and processing, maintenance of physical storage assets, or database support functions, including remote access and support roles at all hours and at all vendor locations that may house or have remote access to Buyer Part 810-Controlled Information and Technology. Contractor will maintain necessary physical and cyber security controls to prevent unauthorized personnel’s physical or logical access to Buyer’s Part 810-Controlled Information and Technology. Encryption of Part 810-Controlled Information and Technology at any level is not sufficient to prevent either physical or logical access, per DOE regulations.

**2.4.** **Reporting to Department of Energy for Access to Buyer’s Part 810-Controlled Information Outside of Buyer’s Nuclear Facilities.** To assure Buyer of Contractor compliance with reporting requirements under 10 CFR Part 810 for Exports and Deemed Exports to any Foreign National from DOE’s list of Generally Authorized Destinations, the Contractor must prepare and file a report with DOE within 30 days after the start of sharing any Buyer Part 810-Controlled Information and Technology, according to 10 CFR 810.6(a) and 10 CFR 810.12, with a copy to Buyer.

**2.5 Foreign Nationals.** Contractor will notify Buyer of any Contractor Personnel who are Foreign Nationals, including all their countries of nationality or citizenship, who will be working at Buyer facilities, whether escorted or with unescorted access. Contractor will not permit Contractor Personnel who are Foreign Nationals from a country that is not on the list at Appendix 2 to have access to Buyer’s Nuclear Facilities unless they have obtained and maintain unescorted access under NRC regulations. As a clarification, DOE counts all nationalities and citizenships, so that in a dual citizenship situation, the Contractor must evaluate all nationalities, permanent resident status and citizenships of an individual, and manage to the most restrictive nationality or citizenship. Buyer will report to the DOE on the Deemed Export of any Buyer Part 810-Controlled Information and Technology at Buyer facilities, and requires the following Contractor actions prior to allowing any Foreign National Contractor Personnel access to Buyer Part 810-Controlled Information and Technology at Buyer facilities: (i) Contractor shall ensure that any Foreign National Contactor Personnel from a country on the list at Appendix 2 without also being from a country that is not on this list shall complete and deliver to Buyer (a) a Nationality Request Form, and (b) an Export Control Non-disclosure Agreement, each in the form attached as Appendix 3 and Appendix 4; (ii) Contractor shall ensure that any Foreign National Contactor Personnel from a country that is not on the list at Appendix 2 shall complete and deliver to Buyer (a) a Track B Questionnaire, and (b) an Export Control Non-disclosure Agreement, each in the form attached as Appendix 5 and Appendix 4. The non-disclosure agreement and information forms may be collected at unescorted access in-processing or otherwise prior to entry to a Buyer nuclear plant.

**Appendix 1**

**Information That Is Export-Controlled**

The following is a list of equipment and systems covered by the DOE and NRC export control requirements. Information related to this equipment is controlled for export by the Department of Energy:

* reactor vessel and internals, including all structures, instruments, and controls associated with the reactor vessel and internals (e.g., core support structures, control and rod guide tubes, fuel channels, thermal shields, baffles, core grid plates and diffuser plates).
* nuclear fuel arrangement and shuffling.
* reactor coolant system, including reactor coolant pumps.
* complete reactor control rod system (including the neutron absorbing part and the support or suspension structures therefor).
* reactor control rod drive mechanisms, including detection and measuring equipment to detect and monitor neutron flux levels within the core.
* heat exchangers that are especially designed or prepared for use in connection with the primary coolant circuit of a nuclear reactor (for example, steam generators in PWRs).
* external thermal shields especially designed or prepared for use in a nuclear reactor for reduction of heat loss and also for containment vessel protection.
* pressurizer and pressurizer relief tank system (PWR).
* recirculation pump (BWR).
* main steam line and feedwater line (BWR).
* reactor water clean-up system (BWR).
* chemical and volume control system (PWR).
* fuel handling/refueling systems especially designed for nuclear plants (for example, excludes commercial cranes that are not modified for use in a nuclear plant).
* control room systems that affect the operation of the reactor or core cooling systems.
* residual heat removal system.
* emergency core cooling system, including high pressure injection, intermediate pressure injection, and low pressure injection (including accumulator, boron injection tank, and refueling water storage tank) (PWR).
* reactor core isolation cooling (BWR).
* standby liquid control system (BWR).
* emergency core cooling system, including high pressure coolant injection, low pressure coolant injection, automatic depressurization system, and core spray system (BWR).
* in-reactor radiation monitoring systems.
* software designed to monitor or control any of the above-listed systems, including supporting instrumentation.
* technical data for any of the above systems that is not public, for example, non-public plant operating data loaded onto the plant simulator.

**Appendix 2**

**List of Countries Generally Authorized by DOE at 10 CFR Part 810**

|  |  |
| --- | --- |
| Argentina | Kazakhstan |
| Australia | Korea, Republic of |
| Austria | Latvia |
| Belgium | Lithuania |
| Brazil | Luxembourg |
| Bulgaria | Malta |
| Canada | Morocco |
| Colombia | Netherlands |
| Croatia | Norway |
| Cyprus | Poland |
| Czech Republic | Portugal |
| Denmark | Romania |
| Egypt | Slovakia |
| Estonia | Slovenia |
| Finland | South Africa |
| France | Spain |
| Germany | Sweden |
| Greece | Switzerland |
| Hungary | Taiwan |
| Indonesia | Turkey |
| Ireland | United Arab Emirates |
| Italy | United Kingdom |
| Japan | Vietnam |

Additionally, the following countries are generally authorized only for specific purposes or with additional controls, so require additional oversight:

1. Chile (for all activities related to INFCIRC/834 only)
2. Mexico (for all activities related to INFCIRC/203 Parts 1 and 2 and INFCIRC/825)
3. Ukraine (refer to 10 CFR 810.14 for specific information and requirements)

**Appendix 3**

**Nationality Request Form**

***The questions in this section are for the sole purpose of ensuring compliance with U.S. laws and regulations that restrict the transfer of certain non-public nuclear technology or information. Being a Foreign National does not necessarily disqualify you for the open position/job.***

Name of Candidate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am a (check one):

□ U.S. Person, meaning one of the following:

1. A U.S. citizen
2. A U.S. national (for example, one born in American Samoa or the Commonwealth of the Northern Mariana Islands
3. A U.S. Lawful Permanent Resident (green card holder)
4. A protected person under the U.S. Immigration and Nationality Act (for example, individuals that the U.S. government has granted refugee or asylee status)

□ Foreign National (not a U.S. Person)

If Foreign National

List your country of birth and ALL countries of citizenship or permanent residence

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Provide your home address:

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I certify that the information on this Nationality Request Form is complete and accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Candidate Date

**Appendix 4**

**Export Control Non-Disclosure Agreement for Contractor**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of contractor], freely sign this agreement as a condition of my present or future employment or contract work with either Exelon Generation Company, LLC or Exelon Business Services Company, LLC (“Exelon”).

During the course of my employment with or work for Exelon, I may have access to certain nonpublic technology concerning the design, construction, maintenance, repair, overhaul, refurbishment or operation of a nuclear reactor, including nuclear reactor development, production or use of the components within or attached directly to the reactor vessel, the equipment that controls the level of power in the core, or the equipment or components that normally contain or come in direct contact with or control the primary coolant of the reactor core or technology for the development, production, or use of equipment or material especially designed or prepared for the nuclear reactor, which information is controlled for export by the Department of Energy (“DOE”) under Section 57b of the Atomic Energy Act and regulations at 10 CFR Part 810. Transfer of such information to persons who are not citizens, nationals, or Lawful Permanent Residents or otherwise protected persons of the United States or transfer of such data to persons outside the United States comes within the scope of these laws and regulations governing Assistance to Foreign Atomic Energy Activities. Such technology and information is referred to as "DOE-Controlled Information."

My United States immigration status is not currently U.S. citizen, U.S. national, or U.S. Lawful Permanent Resident (“Green Card” holder), nor am I a protected individual under the Immigration and Naturalization Act (8 U.S.C. 1324b(a)(3)). I am a citizen, national, or permanent resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list all countries of current citizenship and permanent resident status].

Exelon has requested, and I now agree as a condition of my employment with, or contract work for, Exelon that I will safeguard DOE-Controlled Information from unauthorized use or disclosure. I will comply with Section 57b of the Atomic Energy Act and the regulations at 10 CFR Part 810, will not disclose any DOE-Controlled Information except as authorized under those laws and regulations, and will not, at any time during or after my employment or contract work with Exelon, use any DOE-Controlled Information for any nuclear explosive device, for research on or development of any nuclear explosive device, or in furtherance of any military purpose.

AGREED TO:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exelon Employee / Contractor ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employer (if not Exelon): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 5**

**Foreign National Track B Questionnaire**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exelon Employee / Contractor ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is your current visa type and when does that visa expire?

Visa Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List all countries where you are a citizen, national, or have permanent resident status, and identify which status in each country

* + 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List all countries where you have resided for more than 6 months during the past seven (7) years

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Page 2 of 2)**

**Please provide a copy of your current resume or CV that lists your education, training and work experience for the past five years, or answer questions 6 and 7:**

List your education and training during the past five (5) years

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List all work or military experience during the past three (3) years

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**Appendix 5**

**Foreign National Track B Questionnaire**

**(Page 2 of 2)**

List all known affiliations with people or companies who may have exported Nuclear information that is controlled by DOE regulations (this could be other Nuclear companies that you have worked for where you were granted unescorted access, or past DOE Specific Authorizations that were granted for your work at another nuclear power plant)

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Estimated date to be granted unescorted access authorization

Begin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date of in-processing)

You will need to sign a Non-Disclosure Employee or Contractor Agreement.

I certify that the information above is complete and accurate as of today’s date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date