



Oak Ridge National Laboratory
Acting under contract DE-AC05-00OR22725
With the U.S. Department of Energy
Internet: <https://contracts.ornl.gov/>

UT-Battelle, LLC Fixed Price Subcontract

When executed by UT-Battelle, LLC, this subcontract, as described, shall constitute the entire subcontract between the parties hereto and any Terms or Conditions offered by the subcontractor (hereafter referred to as the Seller) in addition thereto or in any way different from those set forth herein are hereby objected by UT-Battelle, LLC (hereafter referred to as the Company). Seller agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract are subject to and governed by this document and any documents attached or incorporated by reference.

1. THE SCHEDULE

Seller Name: TBD

Subcontract Number: PR437816

Brief Description: Emittance Scanner

Period of Performance Start Date: Award Date

Period of Performance End Date: TBD

Subcontract Type: Fixed Price

Total Value: TBD

Name and Address of Company

Ship-To Address

UT-Battelle, LLC
c/o Oak Ridge National Laboratory
1 Bethel Valley Road, Building 7120
Oak Ridge, TN 37830-8050



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Mailing Address

UT-Battelle, LLC
 c/o Oak Ridge National Laboratory
 P.O Box 2008
 Building 4500N, Mail Stop: 6339
 Oak Ridge, TN 37831-6339

Name and Address of Seller / Subcontractor - TBD

Name: _____
 Street: _____
 City/State: _____
 Attention: _____
 Phone: _____
 Email: _____

Primary Performance Location

Name: TBD
 City/State: TBD

The product classification for this procurement under the North American Industry Classification System (NAICS) is Code: 334516 –Analytical Laboratory Instrument Manufacturing – 1,000 Employees

NOTICE: Per DOE Directive No. DOE O 142.3B, *Unclassified Foreign National Access Program*, all deliverables coming on site to a DOE Laboratory, including Oak Ridge National Laboratory (ORNL), must be delivered by a United States citizen. If a foreign national attempts to deliver anything to the ORNL site, the driver will not be allowed on site.

2. SUBCONTRACT PRICE

| Item Number | Item Description | Quantity | Unit of Measure | Unit Price | Extended Price (USD) |
|-------------|------------------|----------|-----------------|------------|----------------------|
| TBD | | | | | |



FUNDING AUTHORIZATION

- a. The amount currently allotted to this subcontract for payment is based on availability of funding. Company is not obligated to reimburse Seller if Seller exceeds the Total Value. Seller is not obligated to continue performance in excess of the total amount allotted until Company increases allotted funds.
- b. The funding for the subcontract will be done by purchase order releases sent over the Ariba Network. It is understood that those releases constitute when additional funding is available on the subcontract. **Without a Purchase Order release there is no funding for work under this subcontract.**

3. SPECIFICATIONS/STATEMENT OF WORK

- a. Independently and not an agent of the Company, the Seller shall furnish all necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Company as needed to perform the Specification/Statement of Work in attachment A.

4. PAYMENT/BILLING INFORMATION

- a. Payment Terms: The payment terms are Net 15 (Small Business) / Net 30 (Large Business) – no discount.
- b. Electronic Funds Transfer (EFT): Electronic Funds Transfer expedites payments to subcontractors and is our preferred method of payment. A remittance notification (email or fax) is automatically generated to you at the time of payment.
- c. Ariba Network for Suppliers: For detailed payment/billing information or inquiries concerning invoices and payments please access the Ariba Network account for your organization at <https://supplier.ariba.com/> or email your questions to ornlap@ornl.gov.
- d. Place of Performance: All work hereunder shall be performed at the referenced Primary Performance Location and other locations as mutually may be agreed upon by Company and Seller. This is a location other than a DOE/NNSA Facility.
- e. Invoices: Invoices shall be submitted via the Ariba network, or by emailing a copy to ORNL Accounts Payable at ORNLAP@ornl.gov. Each invoice shall reflect milestones or services complete and billable under the subcontract. All payments will be made in U.S. Dollars.

5. ADMINISTRATION

Sole authority to make changes in or amendments to this subcontract and to effect deviations from the work herein specified is hereby vested in the authorized representative of



Company's Procurement Officer and must be made in writing. Unauthorized changes, alterations or modifications to this subcontract will not be considered for equitable adjustment.

Changes to the subcontract or its scope shall not be made without the express written authorization of the designated Company's Procurement Officer. Except as otherwise specifically provided herein, any notices to be furnished by Seller to Company, or by Company to Seller shall be sent by mail or electronic means to the following points of contact:

COMPANY'S TECHNICAL PROJECT OFFICER

UT-Battelle, LLC c/o Oak Ridge National Laboratory

Attention: _____

Phone No. () _____ - _____

E-mail Address: _____

Technical Direction (Jan 2006)

- (a) Performance under this subcontract is subject to the technical direction of the Company's Technical Project Officer (TPO), _____.
- (b) Technical direction may be:
 - (1) direction to the Seller which shifts emphasis between work areas, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to facilitate the contractual Statement of Work;
 - (2) information which assists in the interpretation of drawings, specifications, or technical portions of the work description; or
 - (3) review and approval of technical reports, drawings, specifications, and technical information delivered by the Seller.
- (c) Technical direction must be within the scope of work stated in the Agreement. The TPO may not issue any direction that:
 - (1) constitutes an assignment of work outside the Statement of Work;
 - (2) constitutes a change as described in the Agreement clause entitled "Changes";
 - (3) causes an increase or decrease in the total estimated Agreement cost, the fee (if any), or the time required for performance; or
 - (4) changes any expressed provisions of the Agreement.



(d) All technical direction shall be issued in writing by the TPO. The Seller shall proceed promptly with the performance of technical direction issued by the TPO. However, if the Seller believes direction by the TPO falls within one of the categories in (c)(1) through (4) above, the Seller shall not proceed but shall notify the Subcontract Administrator in writing within 10 working days after receipt of the direction and shall request the Subcontract Administrator to modify the Agreement accordingly. Within 30 days after receipt of the Seller’s notification, the Subcontract Administrator shall send a written response either: (1) advising the Seller that the technical direction is within the scope of the Agreement and does not constitute a change; (2) canceling the direction; or (3) advising the Seller that the Company will modify the Agreement.

COMPANY’S PROCUREMENT OFFICER

UT-Battelle, LLC c/o Oak Ridge National Laboratory
Attention: Mckenzi Baz
Phone No. (865) 576-6063
E-mail Address: bazmk@ornl.gov

SELLER TECHNICAL PROJECT OFFICER/POINT OF CONTACT

TBD
Attention: TBD
Phone No. () _____ - _____
E-mail Address: _____

SELLER SUBCONTRACT REPRESENTATIVE/POINT OF CONTACT

TBD
Attention: TBD
Phone No. () _____ - _____
E-mail Address: _____

6. GENERAL PROVISIONS

All articles and documents incorporated by reference, including those made a part of General Provisions, apply as if they were set forth in their entirety.



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The following documents can be located at <https://contracts.ornl.gov/documents-index/>.

Standard Government Forms

All Standard government forms (SF) referenced herein are available at the U.S. General Services Administration website:

<http://www.gsa.gov/forms>.

Subcontract Terms and Conditions

The terms and conditions governing this Subcontract are available at:

<https://contracts.ornl.gov/terms-and-conditions/>.

The following terms apply under the Terms and Conditions tab:

- a. Terms and Conditions – Fixed Price (10/01/2025)
- b. UT-Battelle Prime Supplemental Flowdown Document Additional Terms and Conditions for Subcontracts/Purchase Orders under Prime Contract No. DE-AC05-00OR22725 – BSD-CS-2258 (01/13/2026)

Employee Notice Requirements

To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this subcontract.

Representations and Certifications

Any Representations and Certifications submitted by the Seller in connection with the Subcontract are incorporated by reference.

Taxes

Do not Include Sales or use taxes - See “Taxes - ORNL - Direct Pay Permit” at <https://contracts.ornl.gov/special-articles-and-forms/>.

7. SPECIAL PROVISIONS

The following documents can be located at <https://contracts.ornl.gov/documents-index/>.

- [Organizational Conflicts of Interest \(OCI\) Disclosure – Advisory & Assistance Services \(01/2006\)](#)
- [Exhibit 1B, Patent Rights – Acquisition by the Government \(10/13/2025\)](#)
- [Exhibit 1C, Patent Rights – Retention by the Seller \(Short Form\) \(10/13/2025\)](#)
- [Exhibit 4, Authorization and Consent \(10/13/2025\)](#)
- [Exhibit 9, Technical Data \(10/13/2025\)](#)
- [Exhibit 17, Rights to Proposal Data \(Technical\) \(10/13/2025\)](#)

7.1 Packing and Shipping (JUL 2014)



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The Seller is responsible for all packing and shipping provisions to ensure that the system arrives at the Company's site in an undamaged, working condition. The Seller shall inform the Company of shipping plans two weeks before actual shipment.

7.2 Delivery, Shipping, Packaging

Must reference ORNL PO number on all freight/shipping material

ORNL Delivery Hours

Deliveries are accepted Monday through Friday, from 7:00 a.m. to 3:00 p.m. (Local Time). Any shipment offloads that require the use of a crane after 1:00 p.m. must be coordinated specifically with the Company's Receiving Department or may be rejected.

7.3 Imports to ORNL (11/2022)

Critical Communication

(a) The Seller shall specify on the bill of lading or air waybill (e.g., "Notify Party", "Broker Select", "Handling Information" fields) that the Company's customs broker be notified to arrange U.S. Customs clearance. This directive should identify the broker as:

V. Alexander & Company

110 Tyson Blvd., Suite 202, Alcoa, TN 37701

Attn: Import Department

Phone: 865-970-7461, Fax: 865-970-7490

knoxvilleimportdocs@valexander.com

Amalia Joyce: ajoyce@valexander.com or T. Collins: tcollins@valexander.com

(b) The location for U.S. Customs clearance to occur shall be specified as:

U.S. Port 2016 - Knoxville, Tennessee

(c) Importer Security Filing (ISF) regulations require transmission of the 10+2 data elements 24 hours prior to the Mother vessel sailing date. A Seller using ocean transport must provide V. Alexander with the completed ISF Form, Commercial Invoice(s), and Packing list(s) via email at least 72 week-day hours prior to loading onboard the Mother vessel.



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Instructions to submit ISF data:

1. Email the below items to ISF@valexander.com at minimum 72 hours prior to the Mother Vessel estimated sailing date (ETD).

****Please only include one ISF form per email****

- Completed ISF Form or ISF Details
- Commercial invoice(s)
- Packing list(s)

2. Email Subject Line should include:

- Estimated Sailing Date (ETD) of the Mother Vessel
 - Importer of Record Name
-
- ISF revisions, ISF amendments, or ISF questions should be emailed only to isfoptionsknoxville@valexander.com

(d) The shipment shall be consigned to the following:

UT-Battelle, LLC

Oak Ridge National Laboratory (ORNL)

for the U.S. Department of Energy

1 Bethel Valley Road

Oak Ridge, Tennessee 37831

Contact: TBD

Goods Recipient/Invoice Approver: TBD

(e) Delivery terms are **Incoterms 2020 DAP – Oak Ridge, TN.**

Note: Fees, fines, and/or other assessments resulting from failure to follow these critical communication steps will be recouped from the Seller.

Process



(a) Material(s) purchased under this agreement may be exempt from United States import duties. The following provisions are included to ensure no duty is improperly paid.

(b) Notwithstanding any other provision of this agreement, delivery terms are (as shown in Item (e) above) Oak Ridge, TN, USA. The Seller shall not include in the purchase price the amount for duty unless such duty is specifically identified as a separate line item in the price. Any amount improperly included by the Seller shall be subject to setoff and/or recoupment.

(c) Except as noted, no later than 72 hours before shipment of any foreign material, the Seller shall provide the following documents to the Company's Import Broker and Company's Transportation Department at the addresses provided below:

- (1) bill of lading/airway bill naming UT-Battelle LLC as the consignee (required by day of shipment) [Note: use express bill of lading for ocean transport]
- (2) commercial invoice for items to be delivered to Oak Ridge, TN, USA,
- (3) itemized packing list,
- (4) name of carrier, and
- (5) estimated delivery date.

(d) The commercial invoice shall include, at a minimum:

- (1) name and address of the manufacturer
- (2) description of the item(s),
- (3) quantities of the item(s) described,
- (4) value of the item(s) to be delivered in US Dollars,
- (5) HTSUS number,
- (6) country of origin,
- (7) US Customs Entry in Knoxville, TN, USA; Port 2016; McGhee/Tyson Airport (TYS),
- (8) Incoterms,
- (9) purchase order number (if applicable),
- (10) ORNL contact name (goods recipient/invoice approver), and
- (11) project name (e.g., SNS, CNMS, ITER, etc. - if applicable).



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All documents listed above shall be in English.

(e) No later than the day of shipment of any foreign material, the Seller shall provide written notice to Company's Import Broker confirming the name of the carrier and estimated date of arrival, and if available, the flight number or name of the transporting vessel. Note that additional data must be electronically provided at least 72 hours prior to loading if ocean transport will be utilized.

(f) Notices for the Company's Import Broker shall be sent via e-mail to: V. Alexander and Company, Inc., Attn: Import Department; E-mail: knoxvilleimportdocs@valexander.com
mwilson@valexander.com

(g) Notices for the Company's Transportation Department shall be sent via e-mail to:
logistics@ornl.gov

(f) All shipping documents and packages shall be clearly marked with the following:

Shipment to ORNL for the United States Department of Energy under Contract No. DE-AC05-00OR22725. Upon arrival of shipment, NOTIFY V. ALEXANDER AND COMPANY (865) 970-7461 FOR CUSTOMS CLEARANCE..



8. LIST OF ATTACHMENTS

| Attachment No. | Document Title | Revision/Date |
|----------------|--|------------------|
| A | Technical Specifications for Emittance Scanner | March 4, 2026 |
| B | Terms and Conditions – Fixed Price (BSD-CS-2150) | October 1, 2025 |
| C | UT-Battelle Prime Supplemental Flowdown Document (BSD-CS-2258) | January 13, 2026 |

9. SIGNATURES

Your acceptance of this order serves as your certification that you are in compliance with 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, and 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, as of the time of award.

Seller’s Agreement

Seller agrees to furnish and deliver the items or perform services to extent stated in this document for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract are subject to and governed by this document and any documents attached or incorporated by reference.

Signature of Person authorized to sign for Seller

By: _____

Name: _____

Title: _____

Date: _____

UT-Battelle

UT-Battelle, LLC (Company) agrees to award this subcontract to Seller. The rights and obligations of the parties to this subcontract are governed by this and any documents attached or incorporated by reference.

Signature of person authorized to sign

By: _____

Name: _____

Title: _____

Date: _____