

This Subcontract Agreement (**the “Agreement”**) is made and is effective on the date of signature by the last party to sign (**“Effective Date”**), and is:

BETWEEN: ICF Resources, LLC (the “Contractor” or “ICF”)
1902 Reston Metro Plaza
Reston, VA 20190

AND: [Subcontractor Name] (the “Subcontractor”)
[Subcontractor Address]
[Subcontractor City, State, and ZIP]

WHEREAS, Subcontractor offers unique services and desires to provide Contractor with such services; and Contractor desires to utilize Subcontractor’s services as provided herein to assist Contractor in the performance of such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **CLIENT NAME: EXELON BUSINESS SERVICES COMPANY, LLC**
2. **PRIME CONTRACT NO.: MASTER SERVICES AGREEMENT DATED AS OF DECEMBER 20, 2017**
3. **PROJECT NAME:**
4. **AGREEMENT NO.:**
5. **TYPE OF AGREEMENT:**
6. **PERIOD OF PERFORMANCE**

6.1 The period of performance for this Agreement shall be as follows:

6.1.1 Effective Date - [End Date]

The initial period of performance is the Base Period, and the period of performance may be extended through the exercise of option periods by ICF. ICF may unilaterally extend the term of this Agreement by giving written notice to the Subcontractor that an option period is exercised. ICF may provide preliminary notice of its intent to exercise such option period, but the preliminary notice does not commit ICF to exercise the option period.

7. POINTS OF CONTACT

7.1 All contractual changes for this Agreement shall be made from Contractor’s duly authorized representatives or the following Subcontracts Administrator:

Name:

Email:

7.2 Contractor’s Program Manager is responsible for supervision of all technical aspects of the Services and Deliverables shall be submitted to the following Contractor’s Program Manager:

Name:

Email:

ICF reserves the right to change these designations and may communicate such changes via electronic mail to Subcontractor.

8. GENERAL TERMS AND CONDITIONS

8.1 The general terms and conditions of this Agreement are set forth in Appendix A - General Terms and Conditions, attached hereto and incorporated herein by reference.

9. SCOPE OF WORK

9.1 Subcontractor shall provide to Contractor the services set forth in Appendix B - Statement of Work, attached hereto and incorporated herein by reference ("Services"). Subcontractor shall furnish all reports and deliverables as set forth in Appendix B - Statement of Work in accordance with the terms set forth therein ("Deliverables").

10. FEES, PAYMENT, AND INVOICING

10.1 In consideration of Services performed, Contractor will pay Subcontractor the fees set forth in Appendix C - Fee Schedule, attached hereto and herein incorporated by reference.

10.2 Subcontractor is not authorized to perform and shall not receive compensation for performing Services, making expenditures; and/or incurring obligations which exceed the amounts set forth in Appendix C - Fee Schedule. Unless otherwise expressly specified herein or solely to the extent provided in a formal change order issued by an authorized ICF procurement representative, such amount set forth in Appendix C is the maximum amount for which Contractor shall be liable. Appendix C is attached hereto and incorporated herein by reference.

10.3 Subcontractor shall submit invoices by the 10th of the month following the month in which the Services were performed. The invoiced period shall match the period for monthly progress reporting, if applicable.

10.4 Subcontractor invoices shall include, at a minimum, all supporting data required for invoices to be submitted in the Prime Contract and include the following information:

- Agreement Number
- ICF Project Code (see footer of this Agreement)
- Payee Name and Remittance Address
- Invoice Number
- Invoice Date
- Total Funded Value/Total Agreement Funded Value
- Short Description of Services Performed
- Amounts being billed
 - If Fixed Price, Current and Cumulative Hours

- If T&M, Current and Cumulative Hours and Amounts by Person including hourly rate & ICF provided Contract Labor Category as well as ODCs
 - Remaining amount to be billed (Agreement Funded Value – Cumulative Amounts Billed)
- 10.5 Invoices shall be submitted to the Contractor’s Project Finance Controller for processing as follows:
- Name:**
Email:
- 10.6 Each invoice shall contain the following certification signed by an authorized representative of the Subcontractor:
- “I hereby certify that, to the best of our knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement.”*
- 9.7 All questions concerning payment of invoices shall be referred to the Contractor’s Program Manager.

11. NOTICE

- 11.1 Any notice given by either party shall be in writing and shall be deemed given upon the earlier of delivery or date evidencing attempted delivery via United States Postal Service, postage prepaid, certified return receipt requested or courier delivery, or upon confirmation of actual receipt if via electronic mail or facsimile to the other party at the following addresses:

Contractor
ICF Resources, LLC
Attention: [ICF Subcontract Admin]
1902 Reston Metro Plaza
[ICF City, State, and ZIP]
[ICF Subcontract Admin E-mail]

Subcontractor
[Subcontractor Name]
Attention: [Subcontractor POC]
[Subcontractor Address]
[Subcontractor City, State, and ZIP]
[Subcontractor POC E-mail]

Attention: Notices@icf.com

12. ENTIRE AGREEMENT

12.1 The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. Unless expressly and specifically provided for in this Agreement, this Agreement and the exhibits, appendices and other attachments incorporated herein by reference shall constitute the entire agreement of the parties regarding the subject matter hereof. There are no provisions, terms, conditions, or other obligations other than those contained in the Agreement, and this Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or other change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, Contractor and Subcontractor have caused this Agreement to be executed by their duly authorized representatives as set forth and as of the date set forth below and each warrants respectively that he or she has the right and authority to so act on behalf of such party.

FOR CONTRACTOR:

FOR SUBCONTRACTOR:

X

X

Name (Typed or Printed)

Name (Typed or Printed)

Date

Date

APPENDIX A – GENERAL TERMS & CONDITIONS

1. DEFINITIONS

As used herein, capitalized terms have the meanings below. Other terms used in this Agreement are defined in the context in which they are used and will have the meanings therein indicated.

“Affiliates” in relation to a Party, mean any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party, for so long as such Control exists.

“Changes” means any changes to this Agreement that are within the scope of the Services.

“Change in Control” means a merger, acquisition, or other corporate transaction in which the owners of all of the subject entity’s voting interests immediately prior to the transaction own less than 50% of the voting interests of the successor entity resulting from the transaction.

“Claim” means any asserted or threatened liability, suits, claims, actions, or proceedings related to or resulting in Loss.

“Client” means a government agency or entity, company or other legal entity which purchases services or goods as part of Contractor’s Prime Contract and/or related service or other agreements.

“Confidential Information” means and includes all commercial, pricing, technical or other information of a confidential or proprietary nature including but not limited to trade secrets, formulae, processes, methodologies, know-how, ideas and inventions, specifications, designs, financial or business information, market research, business and market plans and procedures, Client details or information, Personal Data, test plans, test results, protocols, results of analyses, notebooks, project documentation, and other technical, business, and trade secret information, in tangible or documented, whether communicated orally or in writing or otherwise, and irrespective of whether such information is identified as confidential at the time of disclosure, but does not include any information which becomes publicly available through no breach of this Agreement, or any other obligation of confidentiality. With respect to information communicated to Subcontractor by Contractor and/or Client or to which Subcontractor has access in connection with the Services, Confidential Information also shall include Personal Data.

“Contractor Third Party Vendors” mean third party vendors of Contractor.

“Control” means the ability (whether direct or indirect) to direct the affairs of an entity, either by having: (i) beneficial ownership of more than 50% of the voting stock, shares, interest, or equity in the entity; (ii) the right to appoint or remove majority of its board of directors; (iii) the power to

cause the direction of the general management of the entity by the virtue of any powers conferred by law, constitutional documents, contractual arrangements or by other means; or (iv) the ability to in fact control its management decisions; and Controls, Controlled and the expression Change of Control shall be construed accordingly.

“Data Protection Laws” mean all applicable privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules and regulations of any applicable jurisdiction (including the United States and each state of the United States), and all then-current industry standards, guidelines and practices with respect to privacy, security, data protection, direct marketing, consumer protection and workplace privacy, including the collection, processing, storage, protection and disclosure of Personal Information.

“Deliverables” mean Materials, along with all related drafts, versions, and other material, created, that Subcontractor originates or prepares for Contractor (either independently or in concert with Contractor or third parties) and delivered to Contractor during the course of Subcontractor’s performance under this Agreement, all as may be specified in an Appendix. For purposes of this Agreement, Deliverables–Custom and Deliverables–Other may be collectively referred to as “Deliverables”.

“Intellectual Property” means all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) [tools and methodologies] and all other similar or equivalent rights [subsisting now or in the future] in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

“Loss(es)” or “Costs” means losses, liabilities, damages, expenses damages, judgments, or reasonable costs (including reasonable legal fees and disbursements).

“Materials” mean work product and other materials, including without limitation, data, designs, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts, and summaries thereof, works of authorship and other related material.

“Parties” mean Contractor and Subcontractor, as signatories to this Agreement.

“Person” means an individual, a corporation, association, partnership, limited liability company, joint venture, unincorporated organization, trust or any other legal entity or organization of any kind or character, including a Governmental body.

“Personal Data” shall have the meaning specified for “personal data” where applicable in European Data Protection Laws and if European Data Protection Laws are inapplicable shall mean any information, directly or indirectly, related to one or several identified, identifiable, natural, or legal persons or which can be associated with an individual or legal entity, including, but not limited, to first or last name, address (physical or electronic), or other contact information.

“Personnel” means any and all employees, agents (including, without limitation, employees of such agents) of a Party or Person, as indicated, and may include contractors.

“Prime Contract” shall refer to the contract between ICF and the Client, as set forth on the front page of the Subcontract or Section 45 hereof.

“Records” mean, including but not limited to, books of account, documents, records, files, calculations, interpretations, assumptions, estimates, logs, drawings, equipment calibrations and other related materials, together with such supporting or underlying documents and materials.

“Services” mean the work, as described in The Statement of Work pursuant to this Agreement, which Subcontractor will perform to Contractor’s and/or Client’s benefit.

“Solicit” shall have the same meaning as set forth in Section 13 & 14 hereof.

“Subcontractor” when not capitalized, refers generally to any Person that has a contract (as an independent contractor and not an employee) with another Person to provide some portion of work or services on a project providing that the subcontractor has agreed to perform. When the term “Subcontractor” is capitalized, it means the Party identified as such on the front page of the Subcontract, and the terms “Consultant,” “Supplier” or “Vendor,” when capitalized and used in this Agreement shall also refer to the Subcontractor.

“Treat” means access, align, alter, adapt, amending, change, classify, collect, combine, delete, destroy, disclose, disseminate, export, handle, group, lock, manage, obtain, organize, receive, record, retain, retrieve, process, save, store, test, transfer, transform, transport, use, or secure, or otherwise treat Personal Data.

2. INDEPENDENT CONTRACTOR Subcontractor shall perform its obligations under this Agreement as an independent contractor and not an employee, agent, or representative of Contractor. Subcontractor agrees that it is not an agent, joint venturer, partner, or employee of ICF, nor is it entitled to any employee benefits provided by ICF.

Subcontractor shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment, social security, withholding and payroll taxes, and other taxes and payments as required by law, for itself and any persons it employs. Subcontractor shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of the Statement of Work and shall be solely responsible for its own financial obligations to third parties and to its employees and contractors. Subcontractor shall be solely responsible for its own acts and the acts of those employed by, contracting with, or otherwise performing on its behalf with regard to the Services or other work performed under this Agreement. Further, Subcontractor agrees that it shall not be covered by any Contractor insurance or benefits, including but not limited to Worker’s Compensation, Professional Liability, General Liability, Employer’s Liability, Automotive Liability, and Unemployment Compensation. Subcontractor shall protect, defend, and hold Contractor harmless from any claims or penalties asserted or assessed against Contractor by any person or governmental entity relating to Subcontractor’s responsibilities as an independent contractor.

3. TAXES AND LIENS Subcontractor agrees to pay and discharge all valid taxes, lienable claims, claims for labor, services, materials, charges, or other materials imposed, in connection with or otherwise resulting from Subcontractor’s provision of Services or performance of its obligations under this Agreement. Except as otherwise specified in this Agreement, the fees for Services and Deliverables shall include all applicable federal, state, local sales, provisional, municipal, use, privilege, and other taxes or assessments, however designated or levied, which are required pursuant to any applicable law, rule, or regulation and relate to any amounts payable under this Agreement and any required taxes or amounts in lieu thereof paid or payable by Subcontractor, exclusive of taxes based on Subcontractor net income or net worth, which still remain Subcontractor’s responsibility.

4. ADDITIONAL INSTRUMENTS The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to: (i) achieve the objectives of this Agreement, and establish, preserve, or enforce the related rights or (ii) provide the other with any and all documents or materials required to achieve the obligations in connection with this Agreement.

5. CONFIDENTIAL INFORMATION

Use and Nondisclosure. The Confidential Information of the discloser may be used by the receiver only in connection with the Services or Deliverables and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations or to receive or use the Services or Deliverables under this Agreement.

Subcontractor shall neither use nor disclose Confidential Information except to Persons who: (i) reasonably need to know such Confidential Information solely for purposes of performing the Services; (ii) have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (iii) have signed an agreement of confidentiality at least as restrictive as the confidentiality obligations herein. Subcontractor shall allow no Personnel or Persons to provide Services or Deliverables who have not signed such an agreement. Subcontractor's Personnel obligations of confidentiality are in effect both during their employment and thereafter. Subcontractor shall take such steps necessary to ensure that no unauthorized person shall have access to Confidential Information. Subcontractor shall be responsible for any use or disclosure of Confidential Information by its employees, Personnel, or others to whom it discloses Confidential Information.

Subcontractor shall use Personal Data as set forth in Section 41 hereof ("Data Protection Compliance"), and ensure that it complies with any applicable laws related to the protection of Personal Data as set forth in Section 41 hereof ("Data Protection Compliance")

Standard of Care. Subcontractor shall maintain in strict confidence all Confidential Information received from Contractor and/or Client, either orally or in writing, or generated by the Subcontractor. Subcontractor shall protect the confidentiality of Confidential Information in the same manner as it would protect the confidentiality of its own confidential information of like kind, but in no event shall Subcontractor use less than commercially reasonable care.

Return. Subcontractor shall return to the Contractor and/or Client Confidential Information or destroy such Confidential Information, and all copies of such Confidential Information, upon the expiration or termination of this Agreement, unless Contractor otherwise directs sooner in writing.

Exceptions. Notwithstanding the foregoing, the preceding provisions of this Section 5 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed without breach of this Agreement by Subcontractor or its employees, Personnel, or others to whom it disclosed Confidential Information; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by contractual, legal or fiduciary duty of confidentiality with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

Government Obligations. A Party will not be considered to have breached its obligations under this Section 5 for

disclosing Confidential Information of the other Party to the extent required to: (i) comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party; (ii) comply with applicable law or regulation requiring such disclosure; or (iii) make such court filings as may be required to establish a Party's rights under this Agreement; provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such Party receiving such request: (y) advises the other Party prior to making such disclosure in order that the other Party may: (a) object to such disclosure; (b) take action to ensure confidential treatment of the Confidential Information; or (c) take, subject to applicable law, such other action as it considers appropriate to protect the Confidential Information and (x) takes all action necessary to not disclose Confidential Information that is not required to satisfy such legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise).

6. DELIVERABLES

Works Made for Hire. With the exception of Subcontractor Knowledge Capital and/or Third-Party Intellectual Property embodied in the Deliverables, all right, title, and interest in Materials and/or Deliverables, as part of, or produced in performing, the Services shall be and remain Contractor's sole and exclusive royalty-free property of, and shall vest with, Contractor or such party as Contractor may designate. The Materials and/or Deliverables shall be deemed to be a "work made for hire" in the course of Subcontractor's performance hereunder. Subcontractor shall make full and prompt disclosure to Contractor of all Deliverables and/ or Materials and deliver all Deliverables and/ or Materials to Contractor. To the extent any Deliverable contains Client's or Subcontractor's Confidential Information, it shall be subject to Section 4 hereof ("Confidential Information").

Assignment. If for any reason the Materials and/or Deliverables are not considered "works made for hire" owned by the Contractor by operation of law, Subcontractor hereby unconditionally and irrevocably conveys and assigns to Contractor and its successors all right, title and interest including copyright and other intellectual property rights, in and to the Materials and/or Deliverables in all media (whether now known or later developed) throughout the world in perpetuity. Subcontractor hereby irrevocably assigns to Contractor all moral rights in the Materials and/or Deliverables. Subcontractor agrees not to assert and hereby irrevocably waives any moral rights that it may have in the Materials and/or Deliverables. Subcontractor further assigns to Contractor all rights in any supporting data and material used in creating the Materials and/or Deliverables, if and to the extent that the copyright is not held by others.

Subcontractor shall defend and indemnify Contractor against any claim or loss related to the infringement of any

patent, trademark or copyright by Subcontractor under this Agreement.

7. CONFLICTS of INTEREST In the performance of the Services or delivery of the Deliverables hereunder, it is Subcontractor's responsibility to avoid (i) any actual, apparent or potential conflict between Subcontractor's duties or obligations to other parties, including the federal government or the local country government, and such duties and obligations assumed under this Agreement and (ii) disclosure of information which could, or could appear to, violate or otherwise impair such duties and obligations to third parties. In the performance of this Agreement, Subcontractor shall not make or participate in any business development, marketing, sales or like calls or contacts with the federal government or the local country government or others which might create the possibility or appearance of a conflict of interest or an actual conflict of interest with respect to this Agreement, the Prime Contract, and the work to be or proposed to be performed thereunder.

Subcontractor warrants that neither its entering into this Agreement nor its performance of any Services and/or delivery of Deliverables hereunder will result in an actual, apparent or potential conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which Subcontractor or its subcontractors may become biased with respect to the Services or Deliverables, gain an unfair competitive advantage or otherwise not be in the best interest of the Contractor with respect to the Services. Subcontractor further warrants that it will promptly notify Contractor of any such actual, apparent or potential conflict of interest of which it becomes aware after the Effective Date of this Agreement. Failure of Subcontractor to promptly disclose same shall constitute a material breach of this Agreement. Subcontractor further warrants that entering into this Agreement will not conflict with any existing agreements or arrangement to which the Subcontractor is party.

8. MEETINGS/EVENTS Subcontractor shall attend periodic meetings as may be requested or required by the Contractor and be prepared to accurately report on the current and projected status of the Services at those meetings.

9. NOTICE of EXPENDITURE If this is a time and materials, cost reimbursable or unit price agreement, Subcontractor shall provide prompt written notice to Contractor of expenditures of seventy-five percent (75%) and ninety percent (90%) of estimated costs except when the remaining period of performance for the Services is less than two (2) weeks.

10. LICENSES and PERMITS Subcontractor represents and warrants that it has or shall, in advance of performance hereunder and at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse

Subcontractor's failure to strictly comply with the terms hereof.

11. RELATED WORK Should Subcontractor's performance depend in any way on the proper performance of another subcontractor or consultant, Subcontractor agrees to take all reasonable measures to discover any defects in such performance as it relates to the Services and shall promptly report such defects in writing to the Contractor. Subcontractor shall cooperate fully with other subcontractors and consultants and with Contractor's employees and agents, shall incorporate any reasonable changes in scheduling and performing the Services to accommodate the needs of the other subcontractors or consultants, and shall comply promptly with the directions given by the Contractor's representatives.

12. CONTACTS with CLIENT Contractor shall be solely responsible for all liaison and coordination with Client. Under no circumstances will Subcontractor act upon directions given by Client. If Subcontractor receives such directions from Client, Subcontractor will notify the Contractor as soon as possible and obtain written authorization from Contractor before taking any action based upon Client's directions. Contractor will not be liable for the cost of work done by Subcontractor without the express written authorization of Contractor.

13. NON-SOLICITATION of CLIENTS Subcontractor agrees that, during the term of this Agreement and for a period that ends twelve (12) months after the later of (i) the termination or expiration of this Subcontract, for any reason or (ii) the expiration of the program with the Client that is the subject of this Subcontract, the Subcontractor shall not, either directly or indirectly, enter into a contract to:

- a. provide the same or similar services that Subcontractor is providing to ICF, nor.
- b. support the program associated with the Prime Contract or Subcontract.

The foregoing restriction does not restrict sales by the Subcontractor directly to a Government agency of any item or process (including computer software) made or furnished by Subcontractor under this Agreement. Nothing in this Agreement shall preclude Subcontractor from offering or selling its standard commercial products or services to any third party, provided such offering or sale does not result in the Subcontractor breaching this Subcontract.

The Parties acknowledge that the restrictions set forth in Sections 13(a) and 13(b) do not contain any geographic scope and agree that such a scope is unnecessary in light of the limited scope of the respective restrictions set forth in those Sections that are applicable only to the program that is the subject of the Prime Contract.

The Subcontractor agrees that an impending or existing violation of any of the restrictive covenants contained in this Agreement would cause ICF irreparable injury for which it would have no adequate remedy at law and agrees that ICF shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

The Subcontractor's obligations under each of Sections 13(a), 13(b), and 14 are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between ICF and the Subcontractor.

The real or perceived existence of any claim or cause of action of the Subcontractor against ICF, whether predicated on this Agreement or some other basis, shall not alleviate the Subcontractor of the Subcontractor's obligations under this Agreement and shall not constitute a defense to the enforcement by ICF of the restrictions and covenants contained herein.

14. NON-SOLICITATION of EMPLOYEES During the term of this Agreement and for an additional period ending six (6) months after the termination of the Subcontractor's provision of services under this Agreement for any reason (collectively the "Restricted Period"), Contractor and Subcontractor shall not, without the other Party's prior written consent, directly or indirectly, (i) offer employment (or a consulting, agency, independent contractor or other similar paid position) to any Person who is or was at any time during the twelve (12) months prior to such offer an employee, representative, officer or director of either Party or any of its subsidiaries and who was working on the project that is the basis of the Agreement or (ii) induce, encourage or solicit any such Person to accept employment (or any aforesaid position) with either Party or an entity with which either Party is otherwise affiliated. Further, during the Restricted Period, neither Party shall encourage nor induce any such employee, representative, officer or director of the other Party or any of its subsidiaries to cease their relationship with the other Party or any of its subsidiaries for any reason. If the Subcontractor breaches this Section 14, the Subcontractor shall pay compensation to ICF in the form of liquidated damages equal to the greater of one (1) year's compensation either: (i) offered to such personnel by the Consultant; or (ii) paid or offered to such personnel by ICF. However, this Section will not apply to (x) individual Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel, or (y) work by an entity engaged by a Party other than in connection with this Agreement.

15. CHANGES

- a. No modification or other change ("Change" or "Changes") to this Agreement shall be binding unless such modification or change is in writing

and signed by an authorized representative of each party..

- b. If any such change causes a change in the labor mix, or the time required for performance of any part of this Agreement, Subcontractor may request an equitable adjustment in this Agreement price and/or delivery schedule.
- c. Subcontractor must request any equitable adjustment within seven (7) calendar days of receipt of the written change. If the Subcontractor's proposal includes the cost of property made obsolete or excess by the change, Contractor shall have the right to prescribe the manner of disposition of the property.
- d. Disagreement over any adjustment shall be resolved in accordance with the "Disputes" clause of this Agreement. However, nothing contained in this clause of this Agreement shall excuse Subcontractor from proceeding without delay in the performance of this Agreement as directed. Further, unless expressly instructed by Contractor in writing, Subcontractor shall not be entitled to compensation for work associated with a Change unless, until and solely to the extent such Change is approved in writing by the Contractor.

16. PERFORMANCE BY SUBCONTRACTOR

Subcontractor shall furnish services, material and equipment at the time and place agree upon and continue performance diligently without delay, in a safe, proper, and workmanlike manner, in conformity with the requirements of this Agreement. Subcontractor shall immediately remove from performing the Services any employee or other Personnel (including employees of approved lower tier subcontractors or lower-tier consultants) at Contractor's request. Subcontractor acknowledges and agrees that any such request relates specifically to performance on the project that is the subject of this Agreement and that all decisions regarding the employment of employees or contracting of other Personnel are made exclusively and solely by the Subcontractor and its lower-tier subcontractors. Subcontractor shall promptly recommend a suitable replacement for Contractor's approval. Persons so removed shall not be used in the future for the Services without the express written authorization of the Contractor. Subcontractor warrants that it will only utilize personnel and approved lower tier subcontractors who are adequately trained and experienced to properly perform the Services in a safe and efficient manner.

17. INSPECTIONS Contractor and/or its Client may inspect and otherwise evaluate the Services or Deliverables at any reasonable time and place, but such review or approval is for Contractor's sole benefit and shall not relieve

Subcontractor from its representations and obligations set forth in this Agreement.

18. ACCEPTANCE Acceptance of the Services is conditioned upon final acceptance by Contractor's Client under the Prime Contract when confirmed in writing by Contractor's authorized representative. Payments, including final payment, shall not constitute acceptance, nor does any payment or final acceptance release Subcontractor from any warranty hereunder. Contractor reserves the right to revoke acceptance at any time upon discovery of defects in design, workmanship, or other non-conformity of the Services or Deliverables to the requirements of this Agreement.

19. WARRANTY

- a. **Deliverables and Goods:** Subcontractor warrants that all Deliverables and other goods furnished under this Subcontract will be free from defects for a period of one (1) year from final acceptance by Contractor or for the standard warranty period provided by Subcontractor, whichever is longer; will conform with all requirements of this Agreement, and, unless manufactured solely in accordance with Contractor-certified manufacturing designs, will be free from defects in design. Any Deliverables or other goods corrected or replaced will be covered by this warranty. Subcontractor agrees to notify Contractor immediately upon becoming aware of potential problem(s) with a Deliverable or good previously delivered to Contractor. Such notification shall include a recommended course of action that mitigates the impact to ICF and its Client.
- b. **Services:** Subcontractor warrants that all services performed under this Agreement will be performed with the exercise of reasonable skill, care and diligence and based upon the standard of a fully qualified professional, be free from defects, conform to the requirements of the Agreement, and be performed in strict compliance with any regulatory or international standards specified in the Statement of Work for this Agreement. Any services corrected or re-performed will be covered by this warranty.
- c. The warranties provided in (a) and (b) above shall apply in addition to and not in place of more extensive warranty(s) is/are specified as in the Prime Contract Clauses, or regularly offered by Subcontractor, in which case Subcontractor shall meet the aggregate set of requirements for all warranties.
- d. If Subcontractor breaches any warranty, Contractor may elect, at its sole discretion and with no increase in the Agreement price, to:

- i. Require Subcontractor either to repair or replace, at Contractor's election, defective or nonconforming Deliverables or other goods promptly; or
- ii. Require Subcontractor promptly to furnish materials or parts and installation instructions required to successfully accomplish the correction of defective or nonconforming any Deliverable or goods, and equitably reduce the Agreement price to account for the cost of correction including, without limitation, removal, and installation; or
- iii. Require Subcontractor to promptly redesign any defective or nonconforming Deliverables or goods and require Subcontractor promptly to repair or replace any Deliverable or goods manufactured in accordance with such defective design; or
- iv. Require Subcontractor either to correct or re-perform, at Contractor's election, defective or nonconforming services promptly; or
- v. Equitably reduce the Agreement price; or
- vi. Correct or have corrected the nonconformity at Subcontractor's expense.

20. BILLINGS Subcontractor warrants, and will separately certify each invoice submitted hereunder, that to its best knowledge and belief, the billings presented by Subcontractor are a complete and accurate statement of the Services provided by Subcontractor (each such invoice, the "Invoiced Services"), that Subcontractor is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. All materials provided by Contractor shall be accounted for and materials not accounted for will not be charged to Contractor and will be paid for by the Subcontractor. Subcontractor shall only charge for materials in the quantities actually used in the performance of the Services. Subcontractor shall be paid within fifteen (15) days after Contractor receives payment for the Invoiced Services from the Client. Invoicing shall be once a month unless the Contractor agrees in writing to an alternative invoice cycle. Each invoice for the Invoiced Services shall contain all invoice data required in the Prime Contract as it relates to the Services. The amounts invoiced, in the aggregate, shall not exceed the amounts authorized or other limitations set forth in the Agreement.

In the event that Contractor invoices the Client and receives payment from the Client for an amount less than the amount invoiced by Contractor on an invoice, Subcontractor will be paid for the Invoiced Services according to its pro rata share of such payment actually received by Contractor with respect thereto. For illustrative purposes, the pro rata share will be generally determined by calculating the percentage of the Invoiced Services to the overall amount of the invoice submitted to the Client by Contractor and for which the payment was made. In all cases, the pro rata share will be determined by the Contractor in its reasonable discretion. In the event of non-payment by the Client or payment from the Client less than the amounts invoiced by Contractor, Contractor may, at its sole discretion, submit a claim for payment to the Client. In such event, any settlement amounts agreed to by Contractor and the Client or ordered or determined in an administrative or judicial proceeding or other binding dispute resolution forum, will be binding on Subcontractor to the same extent that Contractor is bound, and, again, Subcontractor will be paid for the Invoiced Services according to its pro rata share of such amounts received by Contractor.

21. CONTRACT CEILING PRICE If at any time Subcontractor has reason to believe that an increase in the ceiling of a time and material, unit price or cost reimbursable contract will be necessary, it will give prompt prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that Contractor may, at its sole discretion, determine whether to increase such limitation. Any change to the contract ceiling price or limitation must be made by written modification to this Agreement.

In no event shall Subcontractor exceed the ceiling price or maximum amount authorized for this Agreement. Any dispute, including without limitation disputes relating to the contract-ceiling price, shall be resolved in accordance with the Disputes clause of this Agreement. Subcontractor shall continue to perform the Services pending resolution of a Dispute.

Contractor shall not be obligated to use all Services or assistance referenced herein and Contractor shall pay only for those Services authorized by Contractor pursuant to the terms of this Agreement and actually rendered by Subcontractor.

22. AUDIT RIGHTS For three (3) years following the completion or termination of this Agreement, Contractor and/or Client, shall have access to Subcontractor's records and documentation for audit purposes during normal business hours and upon ten (10) calendar days' notice. Subcontractor shall promptly reimburse Contractor for any amounts for which Subcontractor cannot provide adequate documentation or substantiation or are otherwise unallowable or not properly chargeable.

Promptly during the term hereof, and upon the expiration or termination of this Agreement, Subcontractor shall make complete disclosures of all activities under this Agreement not previously reported and certify in writing that such disclosures are complete and accurate.

23. CURRENCY of PAYMENT Unless otherwise set forth in this Agreement, all payments shall be in United States Dollars (\$US). Where exchange rates are set forth in this Agreement, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of payment. The date of each invoice shall be clearly marked on each invoice.

24. SET-OFF Contractor may, at its election, make a reduction or set-off, in whole or in part, against any amounts payable to Subcontractor or any Claims or Losses for which Subcontractor is or may be liable under this (or any other) Agreement or pursuant to law and equity.

25. TERMINATION This Agreement may be terminated, in whole or in part, by written notice of Contractor for any reason. The notice of termination shall specify the extent to which performance is terminated and the effective date of such termination. In such event, Subcontractor shall be paid only for the Services properly performed prior to such termination. Subcontractor waives all claims for profits not earned as a result of such termination.

26. STOP-WORK Notwithstanding any other provision hereof, Contractor may, by notice to Subcontractor, suspend all or any portion of the Services. Subcontractor shall stop all such Services immediately upon receipt of Contractor's stop-work order and shall promptly resume the Services after receipt of direction from the Contractor to proceed. Stop-work orders issued for conditions or circumstances unrelated to the Subcontractor's fault or negligence shall result in a reasonable adjustment in the contract schedule.

27. RISK of LOSS Subcontractor bears the risk of loss for the Services until final acceptance thereof.

28. INDEMNIFICATION To the extent not restricted by applicable law, Subcontractor shall defend, indemnify and hold the Client, Contractor, Contractor's Affiliates, and each of their respective directors, officers, agents and employees harmless against any injury, death, damages, suit, Claim or Loss, including without limitation expenses, credits, refunds, costs, fines, penalties and attorney's fees incurred by the indemnified parties arising from, in connection with, or related to, directly or indirectly, this Agreement, Subcontractor's performance hereunder, the failure to perform or the breach thereof, failure to comply with applicable laws or regulations, alleged infringement of Intellectual Property, except to the extent that such Loss was caused by the gross negligence or willful misconduct of the Contractor.

Except in the case of indemnification obligations in this Agreement, claims made by the Client or payments

(including fines or penalties) made by ICF to the U.S. Government arising from Subcontractor's actions or failures to act, and/or breaches of confidentiality, in no event shall either party or its respective employees, representatives or subsidiaries be liable to the other party for any consequential, indirect, punitive, incidental or special damages, whether foreseeable or unforeseeable, and whether or not Subcontractor, ICF, or anyone else has been advised of the possibility of such damages.

This provision shall survive termination of this Agreement.

29. INSURANCE During the term of this Agreement the Subcontractor shall maintain the Insurance requirements as determined by the selected boxes checked below.

- Workers compensation insurance ("WCI")** with statutory limits, as required by the state in which the Work is to be performed.
- Employers' Liability Insurance ("ELI")** with limits of not less than one million dollars (\$1,000,000.00) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit.
- Commercial General Liability Insurance ("CGL")** insurance (with coverage consistent with ISO Form CG 00 01 04 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.
- Automobile liability insurance ("ALI")** coverage (including coverage for claims against ICF and/or Client for injuries to Subcontractor Personnel) for owned, non-owned, and hired autos with a limit of not less than one million dollars (\$1,000,000) per accident.
- Professional Liability, Errors and Omissions Insurance.** If the services involve or includes 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.
- Umbrella and or Excess Liability Insurance** coverage with a limit of not less than four million dollars (\$5,000,000.00) per occurrence. These limits apply in excess of each of the previously mentioned policies. Excess coverage will be follow form. **Note: The liability limits under ELI and ALI may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling five million dollars (\$5,000,000).**

- Property Insurance:** Covering the full replacement value of any and all property of the Subcontractor that may be used on premises in connection with the Subcontractor's duties.
- Cyber Security Incident /Network Security Insurance:** If services involve having access to Electronic Information Assets, Critical Cyber Assets, or Restricted Confidential Information (including Personally Identifiable Information), Subcontractor 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 Subcontractor under the Agreement, including: (i) breaches of ICF and/or Client's information security Policies and Procedures; (ii) violation of any right to privacy Laws; (iii) Cyber Security Incidents and violation of any Cyber Security Laws; (iv) data theft, damage, destruction, or corruption, including without limitation, 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; and (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 Subcontractor in performing the Services or Work under the Agreement. 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.
- Commercial Crime:** Involves access, handling, processing, possession of ICF property, money, securities, or those of a 3rd party.
- Contractors Pollution Liability:** Covering Subcontractor and ICF based on the SOW and Contract requirements. The Contractor shall maintain pollution liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials.
 - \$1,000,000 per claim or occurrence limits/\$2,000,000 in the aggregate

- If the services involve mold removal and/or identification/remediation, the policy shall not contain mold exclusions and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos removal and/or identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

ICF shall not be responsible for any deductibles, self-insured retentions, and/or waiting periods that may appear in the Subcontractors policies.

Subcontractor shall procure and maintain for the duration of the Agreement all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Subcontractor, the Subcontractor's agents, representatives, employees, and subcontractors.

Subcontractor shall furnish Insurance Industry standard ACORD form certificates of insurance to ICF prior to the execution of this Agreement and the performance of services, and from time to time upon ICF's reasonable request. Subcontractor shall provide at least thirty (30) calendar days written notice to ICF and Contractor of any policy cancellation, non-renewal or material reduction in coverage that is relevant to the contract.

Failure of ICF to receive or identify deficiencies in Certificates of Insurance or endorsements should not waive the Subcontractor's obligations to obtain or maintain the required insurance coverages and limits. In other words, any acceptance of the evidence of insurance does not constitute approval or agreement that the insurance requirements have been met, or that the insurance policies identified in the certificates are compliant with the requirements express in the agreement. Coverages and limits furnished by Subcontractor in no way should limit the Subcontractor's liabilities and responsibilities specified within the agreement or by law.

In the event of Subcontractor's failure to maintain insurance in form and amount(s) reasonable and customary for the services in which Subcontractor is providing in the performance of this Agreement, Subcontractor agrees to defend, indemnify and hold harmless ICF its subsidiaries and affiliates, officers, directors, employees and agents from any liability, claim, and demands of whatever kind or nature, either in law or equity, which may arise from or relate to the Subcontractor's performance or non-performance under this Agreement.

ICF reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. ICF's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or ICF's failure to identify any insurance

deficiency shall not relieve Subcontractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

All insurance policies required shall be issued by insurance companies rated at least 'A-' 'VII' in the most current edition of *A.M. Best Guide* or equivalent rating from another ratings agency.

All coverage obtained and maintained by the Subcontractor and the Certificate of Insurance shall indicate:

ICF Resources, LLC, its subsidiaries and Exelon Business Services Company, LLC are included as Additional Insured as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is included to the extent permitted by law. All policies are primary and, with the exception of Professional Liability, non-contributory with any and all applicable coverage, contain cross-liability coverage, and severability of interests language.

30. DISPUTES The Parties agree to attempt in good faith to first resolve any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective Party in the normal course of business, before resorting to the pursuit of any other remedies available at law or in equity.

Each Party agrees to bear its own costs related to resolving any dispute arising under or related to this Agreement. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

31. ASSIGNMENT/SUBCONTRACTING

- a. Neither the Agreement nor any duty or right under the Agreement shall be delegated or assigned by Subcontractor to another party without the prior written consent of ICF, except that claims for monies due or to become due may be assigned to a financial institution if ICF is so notified in writing prior to such assignment. ICF shall be furnished a signed copy of any such assignment. All payments under the Agreement, including those to an assignee, shall be subject to setoff or recoupment for any present or future claim or claims that ICF may have against Subcontractor. ICF reserves the right to make settlements, or adjustments in price, or both, with Subcontractor under the terms of the Agreement notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. Subcontractor is responsible to ensure that all terms, conditions, and flow-down requirements in the Agreement are flowed down to any lower tier Subcontractor who is approved

by ICF. Subcontractor is fully responsible for the acts and omissions of its lower tier Subcontractor and of persons either directly or indirectly employed by them.

- b. Subcontractor shall not assign, novate, or transfer, by operation of law or otherwise, the Agreement, in whole or in part, without the prior written approval of ICF. For purposes of the Agreement, an assignment shall be deemed to occur upon the earlier of the announcement or consummation of any of the following: a merger, consolidation, sale or acquisition of a party or any division or component of Subcontractor; the sale of all or substantially all of the assets of Subcontractor; or the acquisition of a controlling interest in the stock or interest, as the case may be, of the Subcontractor.

Any assignment, novation, or transfer not in accordance with this Article shall be in a material breach of the Agreement, which shall entitle ICF to terminate the Agreement immediately.

32. PUBLICITY and PUBLICATIONS Subcontractor may not publicize this Agreement, or its subject matter or state that Contractor and/or Client has approved or endorsed any Services or Deliverables Subcontractor has provided or provides as contemplated by this Agreement. No public releases including those for news, advertising, information, technical or scientific purposes relating to this Agreement shall be issued by Subcontractor without Contractor's prior written consent.

33. ORDER of PRECEDENCE In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:

- Prime Contract Clauses (Appendix D)
- The/This Agreement (*)
- General Terms & Conditions (Appendix A)
- Statement of Work (Appendix B)
- Fee Schedule (Appendix C)
- Other contractual documents

(*) References to "the Agreement," "this Agreement," "the Subcontract" or "this Subcontract" shall refer to the base subcontract agreement to which this Appendix A is appended.

34. NON-WAIVER Failure of Contractor to insist on strict performance of any of the terms and conditions contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of Contractor's right to subsequently require strict compliance with such terms and conditions.

35. SEVERABILITY If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable as to particular provisions, this

Agreement shall remain in full force and effect as to the remaining provisions.

36. COMPLIANCE with LAW Subcontractor specifically agrees to comply with all Federal and state laws and regulations of Subcontractor/Contractor conduct such as procurement integrity regulations, and post-government service employment regulations including, but not limited to 41 U.S.C. 423 and 18 U.S.C. 207 which apply to Subcontractor, Subcontractor's employees, or the work performed by Subcontractor under this Agreement.

Subcontractor shall provide Contractor with information, documentation, and certifications and execute such papers as will demonstrate Subcontractor's compliance with said laws, regulations, and this Agreement upon request. Subcontractor will provide Contractor with additional assistance, if requested, to enable Contractor to also comply with said laws and regulations.

Subcontractor agrees to comply with all applicable provisions of the OFPP/OMB Policy Letter on Subcontractor and Conflict of Interest, the Lobbying and Disclosure Act of 1995, and Public Law No. 101-121 (the Byrd Amendment), including but not limited to, those pertaining to disclosure, registration, and certification. Further, Subcontractor shall not perform any activities on behalf of Contractor which are intended to influence, or which attempt to influence U.S. Government Executive or Legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, administration or modification of a contract, grant, cooperative agreement, loan, license, or permit. Subcontractor shall make no communication (written, oral or telephonic) to a Congressional or Executive branch member, officer, or employee on Contractor's behalf without the prior written consent of Contractor. Subcontractor shall not knowingly solicit or obtain, directly or indirectly, from any government or agency employee, any proprietary or source selection information.

Notwithstanding the above, 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. Additionally, Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the 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 individuals with disabilities.

Subcontractor shall not offer or provide any bribe or kickback to any person, nor shall Subcontractor offer or provide any gratuity of any type or nature, including the purchase of meals, to any Federal, State, or local government employees or officials.

Subcontractor hereby acknowledges that at the time of entering into this Agreement neither it nor any person employed by or representing Subcontractor is (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any program sponsored by a Federal, State or local department or agency; or (2) under current investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any Federal, State, or local department or agency. Subcontractor represents that it will immediately notify Contractor of any inquiry or commencement of any debarment proceedings from any government procurement activity; and any suspension, debarment, pending debarment charges or criminal convictions or notice thereof received during the performance of this Agreement. Upon receiving such written notice of inquiry or commencement of any such proceeding from Subcontractor, Contractor shall have the right to immediately terminate this Agreement.

37. GOVERNING LAW The validity, construction, scope, and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law principles, except as to any provisions hereof which are governed by the laws or regulations of the United States of America, as to which provisions such laws of the United States shall govern provided, however, that the Parties hereby expressly agree that any resulting award shall not be governed under the terms and conditions of the U.N. Convention on Contracts for the International Sale of Goods. In the event an action or proceeding is commenced with respect to this Agreement, the prevailing party shall be entitled to receive reasonable legal fees and expenses from the other party. Each Party expressly and irrevocably consents that any suit, action, or proceeding arising out of or related to this Agreement and brought by either party will be instituted in a state or federal court sitting in Fairfax County in the Commonwealth of Virginia, and both Parties further expressly waives any objection that it has or may have to the jurisdiction of such courts. Further, each Party hereby waives its right to a jury trial in any action arising hereunder. Further, each Party waives any objection based on improper venue or forum non conveniens.

38. NO AGENCY Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted, or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty, or responsibility, express or implied, for or on behalf of the other.

39. CAPTIONS The captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement.

40. BUSINESS ETHICS & CONDUCT Contractor is committed to conducting its business free from unlawful, unethical, or fraudulent activity. Subcontractor, and each of its personnel, and subcontractors that perform Services or provide Deliverables hereunder will: (i) conduct their activities fairly, impartially, and in an ethical and proper manner; and (ii) not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. Accordingly, the ICF subcontractor identified herein, by execution of any ICF agreement with the ethical and professional standards of Contractor as contained a cumulative funded value exceeding \$5,000,000 and a performance period of more than 120 days, certifies (1) that it has already established, or (2) Subcontractor will adhere to Contractor's published Code of Business Ethics and Conduct. A copy of ICF's Code of Business Ethics and Conduct can be found at https://www.icf.com/-/media/files/icf/other-docs/ethics/icf-code-of-business-and-ethics_web_external.pdf or provided, which is available upon request. To report a related serious concern or violation, please contact the ICF Ethics Hotline toll-free at 866-373-6934 or by submitting a claim via by contacting the ICF online ethics database at <http://icfi.silentwhistle.com/ethfeedback/index.jsp>. You should use the Hotline only to make a good faith claim, as Contractor takes all allegations seriously.

41. DATA PROTECTION COMPLIANCE The Parties shall comply with their respective obligations under applicable data privacy and data security laws and regulations (together, the "Data Protection Laws"). Where, in connection with this Agreement, Subcontractor Treats Personal Data, Subcontractor shall: (i) maintain throughout the Term the appropriate data privacy and data security measures, policies, and procedures that are designed to comply with the Data Protection Laws; (ii) Treat Personal Data solely to provide the Services hereunder and for no other purpose; (iii) only grant "need to know" Personnel access to Personal Data; (iv) not disclose Personal Data to any person or third party except as set forth in this Agreement or as required by law or with Contractor's prior written consent; (v) implement all commercially reasonable practices to prevent misuse, destruction, loss, theft, intrusion, attack, computer virus infection, unauthorized Treatment, or similar activities; (vi) preserve the integrity of all Personal Data and system information on systems and in databases maintained by Subcontractor in transfer to, transfer from, or while at rest with Subcontractor (including, but not limited to, using industry standard encryption technology); and (vii) immediately notify Contractor if it becomes aware of any misuse of Personal Data or actual unintended or unauthorized access of any Subcontractor system that may Treat Personal Data produced under, provided under, or related to this Agreement. Subcontractor warrants that it has a formal written information data privacy and data security program, and said program is incorporated herein to this Agreement by reference.

42. FORCE MAJEURE Neither Subcontractor nor Contractor shall be liable in any way for failure to perform any provision of this Agreement (except payment of monetary obligations) if such failure is caused by any law, rule, or regulation, or any cause beyond the control of the party in default. Should such acts or events occur that a Party believes should be covered by this provision, such Party shall provide notice of such position to the other Party promptly upon the occurrence of the act or event, reasonably specifying all facts related thereto, the anticipated consequences therefrom, and any proposed actions to be taken in mitigation of the adverse consequences. The parties agree to use commercially reasonable efforts to address the acts or events that are covered by this provision in order if Contractor determines the work is to be resumed.

43. INCORPORATION of the PRIME CONTRACT Referenced within and/or attached to this Agreement, and hereby incorporated by reference, are flow down provisions of the Prime Contract (collectively, "Appendix D"). For purposes of this Agreement, terms contained therein, such as "Client", "Buyer", a company name, "Government", and equivalent terms referring to Client, shall be deemed to mean Contractor; and terms such as "Contractor", "Subcontractor", "Vendor," and equivalent terms shall be deemed to mean Subcontractor.

44. COUNTERPARTS This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which will constitute the same agreement. This Agreement and any document required hereby may be executed by facsimile signature that will be considered legally binding for all purposes.

45. SURVIVAL The provisions of this Agreement that by their terms, nature or context survive the termination or cancellation of the Agreement (including without limitation, all warranty, confidentiality, publicity, audit, and indemnification provisions) will survive the termination or expiration of this Agreement as well as any Change of Control.

46. ENTIRE AGREEMENT The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. Unless expressly and specifically provided for in this Agreement, this Agreement and the exhibits, appendices and other attachments incorporated herein by reference shall constitute the entire agreement of the parties regarding the subject matter hereof. There are no provisions, terms, conditions, or other obligations other than those contained in the Agreement, and this Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or other change to this agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

APPENDIX B – STATEMENT OF WORK

APPENDIX C – FEE SCHEDULE

- For performance of Task Orders, Contractor shall pay Subcontractor the fees (inclusive of salary, indirect costs, and fee) set forth below:

Base Period			
Labor Category	Hourly Rate (\$)	Total Hrs. NTE	Total Funded Value

Option Period I			
Labor Category	Hourly Rate (\$)	Total Hrs. NTE	Total Funded Value

- Other direct costs, including transportation, lodging, telephone, computer usage, and other actual direct expenses will be reimbursed at actual cost to the same extent that such actual costs are allowable and allocable under the Prime Contract.
- The total funded Value of this subcontract is as indicated below:

Total Value	Period of Performance	Funded Value

APPENDIX D – PRIME CONTRACT CLAUSES

To the extent any of the terms and conditions set forth in this Appendix D are inconsistent with those found in the body of the Agreement, the terms and conditions of this Appendix D shall control.

The following clauses are hereby incorporated in full text and by reference. The clauses incorporated by reference have the same force and effect as if they were given in their full text.

- (a) For purposes of this Agreement, terms contained therein, such as “Client”, “Buyer”, a company name, “Government”, and equivalent terms referring to Client, shall be deemed to mean Contractor; and terms such as “Contractor”, “Subcontractor”, “Vendor,” and equivalent terms shall be deemed to mean Subcontractor.
- (b) The following instances are exceptions to the general rules of construction as provided in (a) above:
 - (1) Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Client, its officers or agents, or the prime contractor specifically;
 - (2) Where an explicit provision of this Agreement states a contrary intent;
 - (3) Where access to proprietary financial information or other proprietary data is required; or
 - (4) Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.

ARTICLE 1. 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 entities that now or hereafter own, are owned by or under common control of 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 that meets the Background Investigation requirements set forth in [Section 19.5](#) 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

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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.

“Buyer” means Exelon or the Affiliate 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) other non-public data from or about Buyer that is 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.

“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.

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

“Confidential Information” means: all information, 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

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Services; prospect lists, and contact information, research software, technical information and technology; and (4) Restricted Confidential Information. Such Confidential Information will include any such information not generally known by 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 Buyer. Confidential Information will also mean any information owned in whole or in part by Contractor or a third party that has been entrusted to Buyer by Contractor or a third party under obligations of confidentiality. In the event Contractor discloses Confidential Information under this Contract, the obligations applicable to Contractor as recipient shall apply to Buyer mutatis mutandis.

“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

“Contractor Parties” means Contractor, its Subcontractor, 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 Buyer’s Electronic 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](#)), Cybersecurity Enhancement Act of 2014 (P.L. 113-2), Economic Espionage Act of 1996 (18 U.S.C. § 1030, §§ 1831-39).

“EDI” means Electronic Data Interchange.

“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.

“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 and all material, equipment, components, products, supplies, goods, and documentation to be furnished by a TSP under the contract between a TSP and Contractor.

“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.

“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 without limitation 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.

“NRC” means the U.S. Nuclear Regulatory Commission, its predecessor the Atomic Energy Commission, and its successors.

“Nuclear Special Terms and Conditions” means the terms and conditions attached hereto and incorporated herein as Exhibit E.

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

“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

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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); (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.

"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.

"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.

"Professional Services" means the performance of a particular business function of a professional nature for the Buyer, including actuarial studies, advertising, audit services, engineering design and evaluation, expert witnesses, financial services, graphic design, legal services, medical or laboratory services, marketing, recruiting and staffing, regulatory work, testing, and classroom and on-line training. The function can be inside or outside the scope of the Buyer's routine operations. Professional Services are typically performed at the Contractor's business location.

"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 marked "for your eyes only," "for internal use only," "reproduction or distribution prohibited", or marked with similar restrictions (14) and other information that is protected by Law or Policies and Procedures that requires the highest level of access control and security protection

"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 for Consulting and/or Professional Services and in the contact between a TSP and Contractor.

“**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

“**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.

“**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 form of 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.

ARTICLE 3. STANDARDS FOR PERFORMANCE

3.1 Standards.

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 Work, including, but not limited to, providing the necessary management, technical and other qualified personnel, home office support, supervision, labor, equipment, supplies, and transportation, 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.

3.2 Schedule of Performance.

Contractor will complete all Work on or prior to the Milestone Dates for such completion 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 (including Force Majeure events) shall 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. 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.

3.3 Acceptance Process.

Buyer shall have thirty (30) days to reject in writing all or part of the Work if it is not in conformance with the Contract requirements. Work, to the extent not rejected in writing by Buyer within that period, shall be deemed accepted. 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.

3.4 Site Investigations.

To the extent reasonably possible, Contractor will inspect the Site where the Work is to be performed and conditions under which the Work is to be executed and completed prior to Contractor's acceptance of Agreement.

3.5 Permits, Fees and Notices.

3.5.1 Unless otherwise specified in the Contract Documents, Contractor, at its expense, will obtain in advance of performing the Work, and maintain during performance of the Work, all necessary licenses, permits, and authorizations for Contractor, the Contractor Personnel, subcontractors and any other person(s) performing the Work under Contractor's direction, and Contractor will be responsible for performance of the Work in accordance with the provisions of such licenses, permits, and authorizations. Any costs, fines, penalties, awards, damages, or other liabilities (including but not limited to fines assessed by any Governmental Authority) associated with any violations of this Section 3.5 shall be borne and paid by Contractor.

3.5.2 Contractor will promptly tender to Buyer copies of all notices pertaining to the Work or the Site received from Governmental Authorities.

3.5.3 Contractor will post all notices and postings required by Law at the Site, including, without limitation, those for employees.

3.6 Compliance with Laws and Buyer Policies and Procedures.

3.6.1 All Work performed hereunder and all Work and Work Product generated in connection therewith will fully comply with all applicable Laws. Contractor will make all notifications relating to commencement and progress of the Work as required by applicable Laws. Additionally, where not in conflict with any other provision of this Section 3.6, Contractor will comply with Policies and Procedures which have been provided to Supplier. Contractor acknowledges that it has received or been provided electronic access to copies of the Buyer's Policies and Procedures listed in Exhibit B. Buyer reserves the right to revise or update the Policies and Procedures from time to time, with or without notice to Contractor. Contractor is not obligated to comply with Policies and Procedures for which it has not been given notice. At the request of Buyer, Contractor will acknowledge in writing which Policies and Procedures of Buyer it has reviewed

3.6.2 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. In the event of any ambiguity or inconsistency between the provisions of this Section 3.6.2 and any other Section of these Terms and Conditions, this Section 3.6.2 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) report to the Party sharing export-controlled information the nationality of any recipients of such information where required for purposes of reports to governmental agencies; and (3) 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.

3.6.3 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.

3.7 Disaster Recovery and Business Continuity.

Contractor will provide back-up, disaster recovery and storage capabilities so as to maximize availability and progress of the Work during an event that would otherwise affect the performance or delivery of the Work. At a minimum, such capabilities will provide for restoration of Work within the timeframes set forth in the Disaster Recovery Plan. Contractor's responsibilities will include the following:

3.7.1 Back-up and store Buyer Data (on tapes or other storage media as appropriate) on-site for efficient data recovery and off-site to provide protection against disasters and to meet file recovery needs. Buyer Data must be encrypted when being transmitted or stored outside of Buyer's computer systems and network. Buyer Data must be classified according to Buyer's required levels of classification.

3.7.2 Conduct incremental and full back-ups (in accordance with the Disaster Recovery Plan) to capture data, and changes to data used in connection with the Work. Backed up data must be encrypted.

3.7.3 Develop, maintain and submit a Disaster Recovery Plan to Buyer including plans, measures and arrangements to ensure the continuous delivery of critical products and services, which permits Contractor to recover its.

3.8 Compliance with Legal Holds.

3.8.1 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 the Contractor if a legal hold is placed on records, documents, or data the 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 are subject to a legal hold, those records, documents, or data should be preserved and protected until such time Buyer's legal department can confirm their relevancy.

3.8.2 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.

3.9 Conflicts of Interest.

3.9.1 Representations and Warranties

3.9.1.1 Except as disclosed to, and waived by, Buyer in accordance with Subsection 3.10.2, Contractor represents and warrants that, to the best of its knowledge after exercising reasonable diligence, the execution of any Purchase Order issued subject to these Terms and Conditions will not create a Conflict of Interest.

3.9.1.2 Contractor further represents and warrants that during the term of this Purchase Order and for a period of one (1) year after the expiration or termination of any Purchase Order issued subject to these Terms and Conditions, Contractor will not undertake to perform services for any Person that creates a Conflict of Interest, without first disclosing such Conflict of Interest and obtaining Buyer's informed, written waiver as provided below.

3.9.1.3 Contractor's representations and warranties under this Section 3.10 will be ongoing and will survive the expiration or termination of this Agreement.

3.9.2 Notices and Procedures

3.9.2.1 Contractor will disclose any known Conflicts of Interest to Buyer in writing (the "Conflicts Notice") prior to Contractor's acceptance of a Purchase Order, and, thereafter, as required by Section 3.10.1.2.

3.9.2.2 Contractor's disclosure of any known Conflicts of Interest is a condition precedent to the effectiveness of any Purchase Order.

3.9.2.3 Buyer may request at any time that Contractor provide its written certification that no known Conflicts of Interest exist that have not been disclosed to and waived by Buyer.

3.9.2.4 If disclosure is required by Subsection 3.10.1.2, Contractor will not accept a contract or agree to perform services for or on behalf of such Person unless the Conflict of Interest has been waived in writing by Buyer.

3.9.2.5 Buyer will notify Contractor whether, in its sole discretion, it will waive the Conflict of Interest on or before the later of ten (10) Business Days after receipt of the Conflict Notice, or five (5) Business Days after the date it receives additional information, if requested from Contractor, to determine (the "Decision Period"). The failure of Buyer to provide notice during this period will constitute a denial of such waiver.

3.9.2.6 At any time during the first ten (10) Day Decision Period, Buyer may request from Contractor, and Contractor will promptly supply to Buyer, such additional information as Buyer reasonably may determine necessary to make its decision. All discussions between the Parties and any information provided by Contractor to Buyer or by Buyer to Contractor under this provision will be treated and protected as Confidential Information, unless excluded from such consideration by the terms of this Agreement.

3.9.3 If Contractor fails to disclose a known Conflict of Interest, or undertakes to perform services for any Person that creates a Conflict of Interest without first obtaining a waiver from Buyer, Buyer may elect to terminate any or all Purchase Orders incorporating these Terms and Conditions in accordance with the Termination section.

3.10 Subcontractor Compliance.

Contractor will require that all its Subcontractors comply with all requirements of Sections 3.6, 3.7, 3.8, and 3.9 of this Article 3. If Contractor is unable to provide to the Buyer data obtained or generated by its Subcontractors pursuant to this Article 3, Contractor will grant 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.

ARTICLE 12 DELAY, ACCELERATION AND FORCE MAJEURE

12.1 Acceleration of Delayed Work.

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.

12.2 Non-Compensable Delay.

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.

12.3 Compensable Delay Claim.

If Contractor's need to accelerate its Work is caused by a Compensable Delay, then subject to Contractor submitting a written claim to Buyer, Buyer will pay Contractor for Contractor's

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reasonable increased costs resulting from the Compensable Delay and issuance of 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 Agreement. 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.

12.4 Force Majeure.

12.4.1 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.

12.4.2 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 shall provide an estimate as soon as practicable of the time when the obligation will be performed.

12.4.3 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.

12.4.4 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.

12.4.5 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.

12.4.6 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.

ARTICLE 19 CONTRACTOR'S PERSONNEL

19.1 Competent Workers.

Contractor will employ and cause each Subcontractor to employ an adequate number of competent, appropriately trained, and experienced Contractor Personnel for the Work to be performed. Contractor will have full responsibility for the conduct of all Contractor Personnel employed on or in connection with the Work and will ensure that there is adequate, daily supervision of all Work. Contractor will be familiar with and observe established and accepted labor practices, procedures, and project agreements applicable to the Work. Continuous coordination between Buyer and Contractor is essential in order to provide for efficient operations and ensure the safety of all assigned personnel. Contractor's Designated Representative shall be responsible for overseeing the Work and administering any Purchase Order issued under these Terms and Conditions. In addition, the Contractor's Designated Representative must be proficient in written and spoken English and able to translate to assigned personnel as needed. Except as otherwise provided in the Purchase Order, Contractor's Designated Representative will be in attendance at the Site during the performance of the Work. Contractor may change its representative at any time. However, a fully qualified

replacement must be ready to assume responsibility for Contractor's Designated Representative and is subject to prior approval of Buyer's Designated Representative, which shall not be unreasonably withheld

19.2 Qualification.

Contractor Personnel will maintain all professional qualifications, licenses, permits, certifications and skills and appropriately complete all training required by applicable Laws or advisable to perform 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.

19.3 Reserved.

19.4 Use of Contractor Personnel

19.4.1 Contractor will comply with Buyer's Policies and Procedures pertaining to use of contractors as specified in Exhibit B hereof, or the Contract Documents. For purposes of this [Section 19.4](#), all terms with initial capitalization that are not otherwise defined herein, will be as defined in such Policies and Procedures. Contractor represents and warrants that: (i) Contractor and all suppliers, Subcontractors and agents involved in the performance of the Work 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 Work is performed and 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; and (ii) the Work will not have been, and will not be, performed, in whole or in part, by child labor or by convict or forced labor Contractor further agrees promptly upon Buyer's request to furnish such documentation as may be required by Buyer to evidence compliance with the foregoing.

19.4.2 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

19.4.3 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 signed acknowledgement from all such Contractor Personnel, substantially in the form of the TPPA attached hereto as Exhibit C. 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.

19.4.4 Based upon such executed TPPAs 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 worksite 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. The rejection or removal of any Contractor Personnel will not be deemed a request or demand by Buyer that Contractor (or its Subcontractor) suspend or terminate the employment of any Contractor Personnel.

19.4.5 Staff Augmentation Services.

19.4.5.1. Generally. 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 Staff Augmentation Work for the Buyer Parties until Contractor has executed and returned to Buyer Exhibit K (Staff Augmentation Services Special Terms and Conditions). Contractor will request Exhibit K when needed

19.4.5.2. Retirees. In addition to the requirements of Section 19.4.5.1, 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 the 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/or 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.

19.4.6 In addition to any other audit rights under the Agreement, 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, without limitation all TPPA's, personnel, employment eligibility verification, Background Investigations, and wage and hour records. This section will survive termination of these Terms and Conditions, and any Purchase Order issued hereunder, for a period of six (6) years. Contractor will promptly remedy any violation and will certify the same to Buyer in writing. The fact that Buyer inspects, or fails to inspect, or has the right to inspect, Contractor's books and records will not relieve Contractor of its responsibility to comply with the terms of these Terms and Conditions and with such laws, nor will Buyer's: (i) failure to detect or (ii) detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of Buyer's enforcement rights under these Terms and Conditions.

19.4.7 At Buyer's request, Contractor agrees to participate in Buyer-provided training regarding Buyer rules, policies, and requirements. Contractor will not charge Buyer for such training time, provided Buyer pays for the training course(s).

19.5 Background Investigations.

19.5.1 Contractor will be required to conduct background investigations in accordance with this Section ("Investigation") for any Contractor Personnel who will (1) have access to any Buyer or its Affiliates' assets, including buildings, equipment, Electronic Information Assets, properties, confidential data and/or employee or customer information, and/or (2) who have contact with any Buyer or its Affiliates' customers. Such Background Investigations must be completed for each Contractor Personnel prior to the first day upon which such Contractor Personnel begins to provide the Services. 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.

19.5.1.1 At a minimum, the Background Investigation must include the items set forth in Exhibit F.

19.5.1.2 Contractor is responsible for initiating, evaluating, and completing all background investigations in accordance with any applicable Laws, including the Fair Credit Reporting.

19.5.1.3 Additionally, any Contractor Personnel who will have access to Personal Information; trade secrets related to business strategy or business plans; or non-public financial information related to the Buyer's financial or strategic direction will be required to have a credit check. Any requirement for a Contractor Personnel to have a credit check as set forth in this Section 19.5.3 will be addressed in the applicable Statement of Work between the parties.

19.5.2 The Background Investigation 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 this Section 19.5.2 will be addressed in the applicable Purchase Order

19.5.3 Contractor will require all Subcontractors and Contractor Personnel to self-report to Contractor any criminal arrests or 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.

19.5.4 Contractor will not permit any Contractor Personnel to perform the Work under any Purchase Order if a Background Investigation, self-report, credit check or other information known to Contractor shows any items that would likely have a negative impact upon the safety and security of Persons at the Site, Buyer's or its Affiliates' assets or customers, or performance of the Work. 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 and that no material items were discovered in the Contractor Personnel's Background Investigation that would impact performance of the Work to Buyer. 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. Contractor 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

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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.

19.5.5 If required by Buyer, Contractor will provide a photograph of each Contractor Personnel to Buyer meeting the requirements set forth in Exhibit F prior to the start of the Services on-Site.

19.5.6 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 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.

19.5.7 Except for background checks performed by Buyer, 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 Investigation.

19.5.8 Buyer may perform a background check on Contractor Personnel, at Buyer's expense, if Buyer determines that Contractor performs any work or Services: (1) relating to critical assets, equipment facilities or systems of Buyer or its Affiliates, including Critical Cyber Assets or BES Cyber Systems, or (2) requiring unescorted access at Buyer's nuclear facilities. of Buyer or its Affiliates, and 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.

19.5.9 Buyer reserves the right to terminate the applicable Purchase Order(s) the event of failure to comply with the requirements set forth in this Section.

19.5.10 Buyer will have the right to audit Contractor's compliance with the requirements of this Section at any time and from time to time upon reasonable notice. Contractor will fully and promptly comply with such audit by Buyer or any Governmental Authority and will provide written evidence of its compliance with the terms herein.

19.6 Key Personnel

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 the Buyer, Buyer reserves the right to terminate the Purchase Order as set forth herein.

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19.7 Firearms, Weapons and Explosives.

19.7.1 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 the Buyer Chief Security Officer.

19.7.2 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.

19.7.3 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.

19.7.4 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, without limitation, 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.

19.8 Alcohol and Drugs.

19.8.1 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.

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

19.8.3 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.

19.8.4 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.

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19.8.5 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.

19.8.6 Any Contractor Personnel found to be in violation of any provision of this Section 19.8 will be immediately removed from Buyer's Sites and Work. All such violations will be reported to the Buyer's Designated Representative and may be grounds for permanent removal from Buyer's property and Work.

ARTICLE 20 SUBCONTRACTUAL RELATIONS

20.1 Use of Subcontractors.

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.

20.2 Subcontracts.

Any portion of the Work to be performed for Contractor by a Subcontractor shall be performed pursuant to an appropriate written subcontract between Contractor and the Subcontractor ("Subcontract"). No Subcontract shall relieve Contractor of its obligations under the Contract Documents.

20.3 Assignment of Subcontracts.

Each Subcontract will provide for the assignment of the Subcontract to Buyer at Buyer's election upon termination of these Terms and Conditions or a Purchase Order by Buyer. Such assignment shall provide that if Buyer fulfills Contractor's obligations to Subcontractor, then Subcontractor will perform the Subcontract on behalf of Buyer, its successors and assigns.

20.4 RESERVED

20.5 Disputes with Subcontractors.

Contractor will inform Buyer of any material dispute arising between Contractor and any of its Subcontractors or between any Subcontractor and another Subcontractor that could affect the performance of the Work. Contractor shall use its best efforts to avoid disputes regarding the Work and shall resolve such disputes as they arise. Contractor shall notify Buyer of any Subcontractor labor disputes.

20.6 Compliance with Laws and Buyer Policies and Procedures.

Contractor will cause any and all of its Subcontractors to comply with all applicable Laws and Buyer's Policies and Procedures in the performance of the Work hereunder.

ARTICLE 21 SAFETY, SECURITY AND ENVIRONMENTAL REQUIREMENTS; COMPLIANCE WITH LAWS

21.1 Acknowledgement of Hazardous Conditions and Applicable Laws.

Contractor represents and warrants that it understands and acknowledges that the Work performed hereunder may involve Hazardous Substances and Health and Safety Laws and Environmental Laws related thereto. Contractor understands the potential risks to persons, property and the environment associated with the Work and Contractor knowingly and voluntarily assumes all risk of injury and damage to Contractor, Contractor Personnel and property caused by exposure to such Hazardous Substances while at the Site. Contractor agrees to advise fully all of its Subcontractors, Contractor Personnel and others working at the Site, of the risks and all necessary environmental, safety, and health procedures required by Governmental Authorities. Contractor will perform the Work in such a manner as to ensure that all potentially Hazardous Substances will be removed and/or treated in such a manner which causes no contamination of the Site at which the Work is performed, endangers none of the workers performing the Work, and creates no short- or long-term threat to the health of other persons or the environment. Further, Contractor will continuously inspect the Work to identify any unsafe conditions and will promptly take action to correct any condition that presents such a risk. Contractor warrants that it is technically, physically, financially, and legally ready, willing, and able to perform the Work hereunder and that it is familiar with and knowledgeable about the applicable Health and Safety Laws and Environmental Laws to the extent necessary to carry out its duties in a professional, complete and competent manner.

21.2 Safety.

21.2.1 If Contractor has been designated by Buyer as a Designated Safety Contractor in a Purchase Order, then Contractor will comply with the Buyer Safety Policy training requirements as provided to Contractor by Buyer.

21.2.2 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"). In order to protect persons and property from damage, injury, or loss, Contractor will comply with, and cause all Contractor Personnel performing any portion of the Work to comply with, all applicable safety Laws, or Buyer's safety requirements, whichever is more stringent. Contractor will review and monitor the safety programs of Subcontractors to confirm that such safety programs are consistent with Contractor's Safety Program. Buyer will not be in charge of, or in any way responsible for 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 will be responsible for all fines or penalties assessed due to Contractor's failure to comply with applicable Health and Safety Laws and Environmental Laws, including any fines or penalties assessed against Buyer. Contractor will indemnify and hold Buyer Parties harmless from any claim, liability, loss, or expense (including reasonable attorneys' fees and court costs) resulting from Contractor's failure (or that of its Subcontractors or Contractor Personnel) to comply with applicable Health and Safety Laws and Environmental Laws. 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.

21.2.3 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).

21.2.4 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.

21.2.5 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. Buyer and post appropriate signs when the Work is going to affect Buyer's operations or employees.

21.2.6 Contractor shall designate a responsible member of its organization at each Site whose duty shall include efforts to enforce Contractor's Safety Program. This person shall be Contractor's Designated Representative unless otherwise designated by Contractor in writing to Buyer.

21.6.7 Contractor will notify Buyer and post appropriate signs when the Work will potentially affect Buyer's operations or employees

21.3 Security.

21.3.1 Contractor will inform Contractor Personnel of, and enforce their compliance with, all applicable Laws and Buyer Policies and Procedures pertaining to access to, and security of, the Site and other Buyer facilities which Contractor and Subcontractor Personnel may have occasion to visit. Site-specific requirements will be identified in the Contract Documents. Contractor shall 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.

21.3.2 Contractor will take precautions acceptable to Buyer that will render 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 shall furnish and install all necessary facilities 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.

21.4 Reports of Accidents, Cyber Security Incidents, and Emergencies.

21.4.1. Accidents, Injuries or Unusual Occurrences. 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 of Contractor's awareness of such an issue 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.

21.4.2 Cyber Security Incidents, Suspicious Activities, or Security Threats. 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 should be made first to the ESOC at 1-800-550-6154, and then to Buyer's Designated Representative. 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.

21.4.3 Emergencies or Immediate Endangerment to Public Health, Welfare, or the Environment. 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 Contractor will immediately verbally notify 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

21.5 Environmental Requirements.

21.5.1 All notifications regarding environmental requirements should be sent immediately to Buyer's Designated Representative.

21.5.2 In the event that Contractor encounters in the soil, air, or water at the Site, materials reasonably believed to be or contain Hazardous Substances, including those wastes and substances which are brought to the Site by Contractor, in levels in excess of any applicable standards set forth under the Health and Safety Laws and Environmental Laws, Contractor shall 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 shall take reasonable precautions to prevent or contain the release, movement, spread, or disturbance of such Hazardous Substances and to protect persons and property and shall notify Buyer immediately of such actions.

21.5.3 Contractor will not bring, nor permit Subcontractors, or others performing the Work to bring onto the Site any Hazardous Substances. Contractor shall take precautions to prevent accidental releases or spills of material, including chemicals, petroleum products, gases, and litter. Contractor shall report promptly to Buyer's Designated Representative any spills or releases of any such material.

21.5.4 Contractor will not under any circumstances apply to, or enter into negotiations with, any Governmental Authority for acceptance of variations from or revisions to Health and Safety Laws and Environmental Laws relating to these Terms and Conditions or a Purchase Order or to the performance thereof, without Buyer's prior written consent.

21.6 Compliance Audits.

Buyer will have the right to audit Contractor's compliance with the requirements of this Article at any time and from time to time upon reasonable notice. Contractor shall fully and promptly comply with such audit by Buyer or any Governmental Authority and shall provide written evidence of its compliance with the terms herein.

21.7 Site Control.

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 the 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.

ARTICLE 23. CONFIDENTIAL INFORMATION

23.1 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:

23.1.1 take commercially reasonable steps 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 the Buyer;

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

23.1.3 make copies of any tangible embodiment of Confidential Information only as necessary for the performance of such Work;

23.1.4 remove any tangible embodiment of Confidential Information from the Site only with the express written permission of Buyer;

23.1.5 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;

23.1.6 destroy or return any and all tangible embodiments of 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; and

23.1.7 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.

23.2 Exclusions.

23.2.1 Confidential Information will not include information that:

23.2.1.1 is or becomes generally available to the public other than as a result of disclosure by Contractor Personnel;

23.2.1.2 was within Contractor's possession on a non-confidential basis prior to being furnished by Buyer;

23.2.1.3. becomes available to Contractor on a non-confidential basis from a source other than Buyer; or

23.2.1.4. is developed by or for Contractor without any use of or reliance upon Confidential Information of Buyer.

23.2.2. Confidential Information will not be deemed to fall within these exclusions merely because it is included with information that does fall within such exceptions.

23.2.3. 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.

23.3 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.

23.4 Injunctive Relief.

Contractor acknowledges that the breach of any of the covenants contained in this Article 23 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 shall 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 advance of reasonable attorneys' fees, accountants' fees, and other costs incurred in enforcing such covenants.

23.5 Buyer's Restricted Confidential Information, Buyer's Electronic Information and Buyer's Electronic Information Assets

23.5.1 Restricted Confidential Information. 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 – Buyer's (Restricted Confidential Information Special Terms and Conditions) incorporated into these Terms And Conditions to afford additional protections for such information.

23.5.2 Buyer's Electronic Information and Electronic Information Assets. 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.

23.6. No Warranty

Except as otherwise expressly provided in the Purchase Order, Confidential Information provided by or obtained in any manner from Buyer 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 obligate Buyer to share or exchange any specific information with Contractor or to supplement or update any information previously furnished.

ARTICLE 25 MISCELLANEOUS

25.15 Nondiscrimination and Affirmative Action.

25.15.1. 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.

25.15.2. 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

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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. 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 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.

25.15.3. 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.

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[Subcontractor Name]

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25.15.4. 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.

25.16 Reserved

25.17 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 shall 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 shall 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).

EXHIBIT A – BUYER AFFILIATES*

Annova LNG, LLC
Annova LNG Common Infrastructure, LLC
Atlantic City Electric Company (“Atlantic City Electric”)
Baltimore Gas and Electric Company (“BGE”)
Calvert Cliffs Nuclear Power Plant, LLC (“CCNPP”)
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”)
Exelon Business Services Company, LLC
Exelon Generation Company, LLC
Exelon Transmission Company, 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”)

* Including their subsidiaries.

EXHIBIT B – EXELON AND AFFILIATE POLICIES AND PROCEDURES

Contractor shall 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 Document. 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 SHALL 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-12 - Mobile Device Standards**
- **SY-AC-14 - Exelon Acceptable Use Standard**
- **Exelon Corporation Code of Business Conduct (available at [Exelon_COBC_10122015_72ppi_NoLinksPages.pdf \(exeloncorp.com\)](#))**



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 of 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: _____

2. 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).

3. 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,

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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 shall be provided to Contractor named above.

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
 - Global OFAC
 - 7-year Employment Verification
 - Education Verification – Highest completed
 - 5-panel Drug Test

If required by Buyer, Contractor will provide a photograph of each Contractor Personnel to Buyer prior to the start of the Services. Photo requirements for identification badges:

- The image must be in color and must be clear with no distortions of any kind
- The image should be taken against a white background
- The image should be centered in the photo from the top of the shoulders to the top of the head. Do not include anything below the shoulders in the photo
- No sunglasses or headwear of any kind, unless for religious purposes
- Must be sent in JPEG format
- Image files must be named for the badge holder and in JPEG format (e.g., badge holder name.jpg) with pixel resolution set to 640 pixels wide by 480 pixels tall

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 should 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 12.11](#).

“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

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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.

- 2.1.1. PC-ED-PO22-R0001 – Projects and Contracts Contractor Accrual Guidelines
- 2.1.2. PC-ED-2016 – Contractor Compliance and Management of Contractors
- 2.1.3. PC-ED-2017 – Contractor Orientation
- 2.1.4. PC-ED-2018 – Contractor Information Web Page
- 2.1.5. PC-EU-0013 – Invoice Review and Approval Procedure
- 2.1.6. PC-EU-1021 – Change Order Procedure

- 2.1.7. EA-ED-104 – Event Free Clock Procedure
- 2.1.8. EA-EU-PO11 – EU Human Performance Program
- 2.1.9. Applicable Exelon Utility “Rules to Dig By”
 - 2.1.9.1. BGE Rules to Dig By
 - 2.1.9.2. CM-CE-080011 – ComEd Rules to Dig By
 - 2.1.9.3. CM-PE-080010 – PECO Rules to Dig By
- 2.1.10. Applicable Exelon Utility Safety Rule Book
 - 2.1.10.1. SA-BE-001 et seq., BGE Safety Manual
 - 2.1.10.2. SA-CE-4032 – ComEd Safety Rule Book
 - 2.1.10.3. PECO Safety Rule Book
- 2.1.11. Applicable Exelon Utility Environmental Policies and Procedures
 - 2.1.11.1. Atlantic City Electric
 - 2.1.11.2. BGE
 - 2.1.11.3. ComEd
 - 2.1.11.4. DPL
 - 2.1.11.5. PECO
 - 2.1.11.6. 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.

3.1.1 Contractor will immediately notify the OCC and Buyer’s Designated Representative of all incidents and events as defined in the EA-ED-104, Event Free Clock Procedure.

3.1.2. All Contractors will notify Buyer Designated Representative (and task manager where applicable) 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 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

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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.

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

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.

i. Contractor will mark up all affected Buyer's Drawings to show "As-Built" 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 to Buyer'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 promptly 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 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 should include: number of audits conducted and the most common safety violation found.

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

9.2. Clothing and PPE

9.2.1. Contractor Personnel will comply with the clothing and PPE requirements in the applicable Buyer's Safety Policies and Procedures.

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

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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 as 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.

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;

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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 shall 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 shall 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 Facilities

11.3.1. Contractor shall 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 shall 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.

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11.4.3. Final spill, release or leak cleanup and material disposal should 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 its 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 commencement of the Work.

11.6.5. 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. Records of the inspections will be maintained for a minimum of five 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 should 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 and PC-ED-P022-R0001, Projects and Contracts Contractor Accrual Guidelines.

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.

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, should 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 should 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 should 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 WBS 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 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 Restricted Confidential Information that are at least equal to industry standards for such types of locations and 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 Restricted Confidential Information. 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 any breach of security or unauthorized disclosure 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 without limitation Privacy/Consumer 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 any breach of security or unauthorized access or acquisition of Restricted Confidential Information and deliver to Buyer within sixty (60) days of such breach or unauthorized access or acquisition a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access or acquisition affecting Restricted Confidential Information.

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 should be physically sealed in tamper-protected packaging and returned via a bonded courier or as otherwise directed by Buyer.

4.4.5. Right to Audit Any cost for the audit will be at the Buyer's expense. These audits and tests may include coordinated penetration and security tests, interviews of relevant personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information. If Buyer desires to conduct a penetration test, Buyer shall provide contemporaneous notice to Contractor's Vice President of Audit, or equivalent position and receive approval to proceed with penetration testing from such positions. Contractor shall provide all information reasonably requested by Buyer in connection with any such audits and shall 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 pertaining directly to systems that maintain Buyer's information. 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 shall have the same rights of audit as described herein upon request.

5. Compliance.

5.1 Audit. 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. If any technical testing is conducted utilizing software or security tools, the

software or tools must be exposed to and approved by the information security officer or designee. Any technical testing conducted must not disrupt, interfere with, or negatively impact the contractor's network and information systems.

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 reports to Buyer annually with respect to its primary business operations. Contractor will ensure any data center, software as a service (SaaS) or cloud-computing subcontractors complete and forward SOC 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.

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 and provide all information reasonably requested by a Governmental Authority in connection with any such examination 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

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 the Buyer Electronic Information Assets or Buyer Electronic Information to which Contractor will have access. Any references to "Contractor" shall also apply to Subcontractors.

ARTICLE 1 - DEFINITIONS

"Access Level" means a position in a hierarchy of access rights to an Electronic Information Asset that determines what actions a User can take on that Asset.

"Account ID" mean 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 (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.

"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 platform or system.

"BYOD" means "Bring Your Own Device" and refers to Wireless Devices not issued by the 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

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(CSPs) within the module, or pick-resistant locks on covers or doors to protect against unauthorized physical access.

“First Level Manager” means one level above the supervisor of the Contractor Personnel.

“Guest Wireless Access” means wireless networks used to provide internet access without connecting to the Contractor’s or Subcontractor’s WLAN.

“Infrastructure Syslog Information” means messages sent from a variety of devices reporting different events are sent 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 to 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 should 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 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 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.

ARTICLE 2 – 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, will to meet or exceed the OWASP ASVS.

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 the OWASP ASVS at least thirty (30) days prior to delivery of any Application. The report shall document compliance with each item in the OWASP ASVS.

ARTICLE 3 – 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.

i. Contractor will encrypt all Buyer Confidential Information so that it meets or exceeds Buyer’s encryption standards in Attachment 1 while it is Data-In-Transit or Data-At-Rest.

ARTICLE 4 – CONTRACTOR’S WLAN SECURITY REQUIREMENTS

4.1. Security Requirements

4.1.1 Where available in Contractor’s WLAN infrastructure, embedded intrusion detection/protection functions shall be enabled, configured, and monitored.

4.1.2. Where available in the Contractor’s and Subcontractor’s WLAN infrastructure, Infrastructure Syslog Information shall be forwarded to a Security Event Monitoring System and monitored for Cyber Security Incidents.

4.1.3. All Wireless Devices or systems connecting to the Contractor’s WLAN infrastructure must comply with Contractor’s policies, procedures, and practices governing the use and operation of any device or system connecting to the wired network.

4.1.4. All Wireless Devices or systems accessing the Contractor’s WLAN must not bypass the WLAN Access Point.

4.1.5. All Wireless Devices and systems accessing the Contractor's WLAN network must not be configured in Ad-Hoc Mode with other wireless devices.

4.1.6 Except as provided in Section 4.6 (BYOD WLAN Access), Contractor will allow only Contractor-issued Wireless Devices to connect to the Contractor's WLAN.

4.2 WLAN Configuration Requirements

4.2.1. Contractor will set encryption on Contractor's WLAN network for AES and shall conform to the key lengths identified in the Exelon Cryptography Standard located in this document.

4.2.2. Contractor will set its WLAN authentication for 802.1x and EAP- TLS.

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.

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. Wireless Device Configuration Requirements

4.4.2. The Pre-Shared Key for WPA2 personal wireless access to Contractor's WLAN shall be a minimum of 20 characters in length and randomly generated.

i. Wireless Devices connecting to the Contractor's WLAN will be configured with a certificate conforming to the security protocols 802.1x and EAP-TLS and joined to the vendor Wireless Network.

4.5. Guest Wireless Access

4.5.1. Network traffic for Guest Wireless must be segregated from Contractor WLAN traffic.

4.5.2. Network traffic for Guest Wireless must be routed solely to the Internet.

4.5.3. Network traffic for Guest Wireless must be logged and filtered by content filters.

4.5.4. Contractor-issued Wireless Devices and Electronic Information Assets will not be configured for Guest Wireless access.

4.6. BYOD WLAN Access

4.6.1. Contractor must physically or virtually segregate WLAN traffic for BYODs from WLAN traffic for Contractor-issued Wireless Devices.

4.6.2. 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.

4.6.3. Contractor will log and filter BYOD network traffic using content filters to monitor user and device resource access

4.6.4. Contractor will ensure that BYOD authentication adheres to and enables the WPA2 Standard Requirements for personal wireless access.

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4.6.5. Contractor-issued Wireless Devices will not be configured for BYOD wireless access.

4.7. Monitoring and Management

4.7.1. Contractor will maintain Standard Configuration Documents for Contractor's WLAN infrastructure.

4.7.2. Contractor will identify any AP connected to the WLAN that is not authorized and approved by the Contractor as a Rogue AP and will disable/disconnect the Rogue APs.

ARTICLE 5 - 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 be connected to a non-Buyer network while simultaneously connected to Buyer's network (i.e., no split-tunneling).

5.1.3. Contractor Personnel utilizing Buyer's remote Access Systems must not bridge to unauthorized non-Buyer networks while simultaneously connected to the Buyer's network (i.e., network bridging) which, in turn, bypasses the security controls established in the Buyer's network.

5.1.4. 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.

5.1.5. Contractor Personnel must use MFA to establish a remote connection to Buyer's network when connecting from any non-Exelon network.

5.1.6. Contractor Personnel remotely accessing the Buyer's Electronic Information or Buyer's Electronic Information Assets through the use of VPN with MFA tokens must log out and re-authenticate using their security credentials once every 24 hours.

5.1.7. Contractor Personnel using wireless connections to remotely access Buyer's Electronic Information or Buyer's Electronic Information Assets must comply with encryption set for AES .

5.1.8. 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 must notify and obtain approval from Buyer's Cloud & Infrastructure Operations (C&I Operations) to use Out-Of-Band Management for remote Contractor or third-party vendor support [Electronic Information Assets installed at Buyer's Sites or connected to Buyer's Electronic Information Assets]. Contractor will notify Exelon when third-party vendors are accessing Buyer-approved 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 Buyer's Electronic Information Assets to provide secure communications that protect the confidentiality and integrity of traffic between the remote site or network and Buyer's Electronic Information Assets.

5.3.2. Contractor must ensure that all inbound and outbound connections to Remote Access Systems, pass through network access controls and monitoring points, such as firewalls, intrusion detection systems, or equivalent systems designed to secure the network connection, which shall be monitored for indicators of compromise.

5.4. Direct Business to Business (B2B) Connectivity

5.4.1. Citrix is the preferred method for accessing Exelon systems and networks.

5.4.2. If Citrix access is not practical, 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 in the Contract Documents.

ARTICLE 6 - ACCESS CONTROL TO BUYER ELECTRONIC INFORMATION ON CONTRACTOR ELECTRONIC INFORMATION ASSETS AND BUYER ELECTRONIC INFORMATION ASSETS

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 access to Contractor's Electronic Information Assets.

6.1.2.1. To this extent, each job function shall have its own distinct access role.

1. All Contractor Personnel performing a particular job function will be made members of that job function's respective access role.

6.1.3. Contractor will install Buyer-approved security warning banners substantially conforming to the warning banner language provided in Attachment 2 on Contractor Electronic Information Assets which must display and be acknowledged prior to Contractor Personnel being allowed to access the Buyer's Electronic Information Assets.

6.1.4. Contractor will assign individual Contractor Personnel a unique User Account ID.

6.1.4.1. Contractor will be responsible for all activities associated with any User Account ID assigned to Contractor Personnel.

6.1.4.2. Contractor will not permit Contractor Personnel to share or otherwise allow other Persons to use their unique User Account IDs and associated passwords.

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 First Level Manager before Contractor's authorized administrators grant access.

6.2.2.1. Contractor will define and document appropriate levels of approval required for all Access Types.

6.2.2.2. Contractor will designate approvers based on documented approval level requirements.

6.2.2.3. Contractor will review the list(s) of authorized approvers every 90 days 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 and authenticate a valid Account ID and password 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.

6.4. Administrator Accounts

6.4.1. 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. Contractor Personnel assigned Administrator Account IDs must be assigned a different User Account ID account to be used for performing non-administrative activities.

6.4.8. Contractor Personnel will use Administrator Account IDs and credentials only for valid administration purposes, and must not be used for non-administrative functions, to include 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 the Contractor are either completed or terminated, or (iv) when Contractor reasonably believes the individual may pose a threat to the safety or security of the Buyer's Electronic information or Buyer's Electronic Information Assets.

6.6.2. Contractor will notify the 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.

6.7.1.5. Contractor must notify Buyer if Contractor Electronic Information Assets do not meet the requirements of this Section 6.7.1., which reserves the right to request mitigating controls as a condition for allowing access to Buyer Electronic Information and Buyer Electronic Information Assets.

6.8. Password Management and Protection

6.8.1. Contractor will require all Contractor Personnel to comply with applicable password requirements.

6.8.2. Contractor will ensure that passwords are never be documented in any unsecured written or electronic format, except as a temporary password for one-time use.

6.8.3. Contractor will ensure that passwords must not be displayed on any screens or reports.

6.8.4. Contractor will require Contractor Personnel never share their unique User Account ID password with any other Person.

6.8.5. 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.

6.9. Session Management

6.9.1. 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.

6.9.2. A session locking feature must be configured to automatically lock the session after 15 minutes of inactivity.

ARTICLE 7 – 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 Restricted Confidential 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.

7.1.2. 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’s cryptographic infrastructures must provide all necessary primitives, functions, and operations to support any future upgrade to FIPS 140-2 Level 2 compliance.

7.1.4. Contractor must use TLS 1.2 or higher with bi-directional authentication to secure the transmission of Buyer’s Restricted Confidential Information.

7.1.5. Contractor must encrypt internal communication between application components, peer hosts, databases, and middleware where technically feasible.

7.1.6. Contractor’s encryption controls shall be free from known defect and patched upon identification of a vulnerability.

ARTICLE 8 – 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 reassess vulnerabilities to determine whether the Security Patch closed the vulnerability, during the next scanning cycle.

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 the Contractor, and will document and implement appropriate mitigating technical controls to protect Buyer’s Electronic Information and access to Buyer’s Electronic Information Assets.

8.1.5. Contractor will provide CISS a written weekly status report of all vulnerability assessment results, Security Patching activities, and the results of subsequent validation scans and testing.

8.2. Backups of Electronic Information Assets

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8.2.1. 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 configure automated Security Patch Management systems that have the capability to automatically verify the authenticity of patches.

8.4.5. Contractor will scan all Security Patches for Malware prior to deployment. Both the antivirus program and the virus signature database shall 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.

8.5.2.1. Testing shall include uninstalling or backing out the Security Patch to address problems that may be encountered during deployment to Production Systems.

8.5.2.2. Should the testing of Security Patches negatively impact the functionality of dependent Electronic Information Assets, Contractor will assess whether the negative impact outweighs the risk posed by the threat.

8.5.2.2.3. If Contractor's assessment is that the Security Patch should not be applied due to the negative impact, Contractor shall request an exception from Buyer to the requirement to deploy the Security Patch; and

8.5.2.2.4. Contractor will identify any potential workarounds or specific Security Patch implementation procedures to either ensure that the negative impact is reduced to a level acceptable to Buyer, allowing the deployment of the Security Patch to proceed; or the risk posed by the threat is mitigated to a level acceptable to the Buyer, so that the need for the deployment is obviated.

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. Whether the deployment will be in single or multiple stages.

8.6.1.3. 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.

8.6.2. Contractor will incorporate any lessons learned from the results of staged deployments into the future Deployment Plans.

8.7. Verifying Patch Deployment

8.7.1. Contractor will verify successful Security Patch deployment for each Electronic Information Asset identified in the Deployment Plan shall be verified for a successful patch deployment.

8.7.2. Contractor will identify any Electronic Information Assets that did not have the Security Patch successfully applied through automated deployment and will deploy the Security Patch manually.

8.8. Updating Baseline Security Configuration Standards

Contractor will work each Security Patch into any applicable Standard Build Image and/or Build Procedure.

ARTICLE 9 – 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”) upon Buyer’s request, no more than once annually, for purposes of inclusion in the annual Exelon cyber and physical security risk assessment to identify major threat actors that are targeting Contractor’s environment.

9.1.2. Contractor will participate with Buyer in an annual tabletop exercise (if reasonably requested by Buyer) of cyber and/or physical security specific to a threat identified by Exelon as required by Exelon.

Attachment 1 Buyer Encryption Standards

Symmetric Encryption Requirements

1. Section 1: Policy on the use of symmetric algorithms
 - a. Required for use with any data classified as sensitive, internal use only, restricted, or proprietary;
 - b. Required for use with any system used to encrypt or decrypt Buyer data;
 - c. Required for use in securing any restricted security data (firewall configuration files, local storage of asymmetric private keys, etc.);
 - d. Required for use with any data classified as NERC CIP;
 - e. Required for both Data-at-Rest and Data-in-Transit;
 - f. Required for any existing or new data encryption management system;
 - g. Required for new information systems or new infrastructure;
 - h. Cryptographic algorithms deployed for encryption of critical Buyer data must be strong and sufficient key lengths must be used;
2. Section 2: Symmetric Encryption Standards
 - a. Approved symmetric encryption algorithms that must be used in new information systems or new infrastructure must be designated directly;
 - b. SP 800-38 E Jan 2010 Recommendation for Block Cipher Modes of Operation: The XTS-AES Mode for Confidentiality on Storage Devices;
 - c. IEEE 1619: Standard for Cryptographic Protection of Data on Block-Oriented Storage Devices;
 - d. FIPS PUB 197: Advanced Encryption Standard (AES);
 - e. FIPS 186-4, Jul 2013, "Digital Signature Standard (DSS)";
 - f. ISO/IEC 18033-3: Information technology – Security techniques – Encryption algorithms;
 - g. NIST Special Publication 800-67, January 2012, "Recommendation for the Triple Data Encryption Algorithm (TDEA) Block Cipher";
 - h. NIST Special Publication 800-38A, December 2001. "Recommendation for Block Cipher Modes of Operation, Methods and Techniques";
 - i. ANSI X9.52-1998, "Triple Data Encryption Algorithm Modes of Operation";
 - j. NIST Special Publication 800-52, Guidelines for the Selection and Use of the Transport Layer Security (TLS);
 - k. RFC 2246 (<http://www.ietf.org/rfc/rfc2246.txt>): RSA_WITH_3DES_EDE_CBC_SHA supports RSA key exchange and TripleDES encryption;
 - l. FIPS 197 (<http://csrc.nist.gov/publications/fips/fips197/fips-197.pdf>): AES Standard
 - m. RFC 3268 (<http://www.ietf.org/rfc/rfc3268.txt>): Advanced Encryption Standard (AES) Ciphersuites for Transport Layer Security (TLS);

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- i. RSA_WITH_3DES_EDE_CBC_SHA [RFC 2246]
 - ii. RSA_WITH_AES_128_CBC_SHA [FIPS 197, RFC 3268]
 - iii. RSA_WITH_AES_256_CBC_SHA [FIPS 197, RFC 3268]
 - n. NIST Special Publication 800-53 Revision 4
 - o. SP 800-38 E Jan 2010 Recommendation for Block Cipher Modes of Operation: The XTS-AES Mode for Confidentiality on Storage Devices
- 3. Section 3: Symmetric Encryption Required Controls
 - a. AES 256 XTS - Default Requirement
 - b. AES 192, XTS, LRW, CBC
 - c. AES 128, XTS, LRW, CBC
 - d. AES 256, LRW, CBC
 - e. 3DES 168
 - f. Blowfish 256, LRW/16/128
 - g. RC5 (128 bit): Citrix ICA
 - h. (ADP /Advanced Digital Privacy);
- 4. Section 4: Use of Symmetric Algorithms
 - a. AES 256 XTS is the Buyer preferred standard and must be used whenever possible; AES encryption consists of 10 rounds of processing for 128-bit keys, 12 rounds for 192-bit keys, and 14 rounds for 256-bit keys;
 - b. AES may be operated in LRW or CBC modes if required by the solution or business requirements;
 - c. AES in XTS mode hardens the solution while allowing parallelization and pipelining in cipher implementations;
 - d. 3DES may only be deployed if configured to utilize a three key bundle for an effective key strength of 168 bits;
 - e. Blowfish has been added to the mainline Linux kernel, starting with v2.5.47, and is approved for internal, Linux-specific cryptographic operations, utilizing a minimum of a 256-bit key;
 - f. Blowfish, when configured for Linux-specific cryptographic operations, must be configured to operate in LRW mode utilizing 16 rounds and 128-bit blocks;
 - g. The Citrix SecureICA only supports the RC5 algorithm; RC5 must be deployed with a minimum of a 128-bit key;
 - h. Citrix connections must utilize SSL / TLS in addition to SecureICA as SecureICA does not perform authentication or data integrity verification;
 - i. A legacy requirement exists to permit encryption of Voice communications: (ADP /Advanced Digital Privacy); ADP approved for legacy voice communications systems only;
- 5. Section 5: Deprecated Symmetric Algorithms
 - a. Any symmetric encryption keys < 128-bits
 - b. Any cryptographic systems which rely upon any symmetric cryptographic operation which uses a key < 128 bit and cannot utilize a 128 bit or larger key;

- c. Any business process or application which rely upon any symmetric cryptographic operation which uses a key < 128 bit and cannot utilize a 128 bit or larger key;
- d. Deprecated Cryptographic algorithms:
 - i. DES
 - ii. RC4
 - iii. 3DES < 168-bit key bundle
 - iv. Blowfish < 256-bit key

Asymmetric Encryption Requirements

1. Section 1: Policy On the Use of Asymmetric Algorithms

- a. Required for use with any data classified as sensitive, internal use only, restricted, or proprietary;
- b. Required for use in securing any restricted security data (firewall configuration files, cryptographic key exchange, etc.);
- c. Required for use with any data classified as NERC CIP;
- d. Required for both authentication and encryption of data;
- e. Required for data integrity verification;
- f. Required for both Data-at-Rest and Data-in-Transit;
- g. Required for any existing or new data encryption management systems;
- h. Required for any existing or new digital signature management systems;
- i. Required for new information systems or new infrastructure;
- j. Cryptographic algorithms deployed for encryption of critical Buyer data must be strong and sufficient key lengths must be used;
- k. The Buyer preferred standard and required public-key exchange algorithm is Diffie-Hellman;
- l. For public keys utilized to encrypt data in transit, Perfect Forward Secrecy must be enabled and enforced

2. Section 2: Asymmetric Encryption Standards

- a. Approved asymmetric encryption algorithms that must be used in new information systems or new infrastructure;
- b. NIST FIP 186-4 Digital Signature Standard (DSS) (DSA, RSA, and ECDSA algorithms)
- c. NIST Special Publication 800-90, "Recommendation for Random Number Generation Using Deterministic Random Bit Generators"
- d. ANSI X9.31: RSA
- e. ANSI X9.62: Elliptic Curve DSA (ECDSA);
- f. ANSI X9.80: Prime Number Generation, Primality Testing and Primality Certificates;
- g. Public Key Cryptography Standard (PKCS) #1: RSA Encryption Standard;

- h. NIST Special Publication (SP) 800–89: Recommendation for Obtaining Assurances for Digital Signature Applications;
 - i. IEEE Std. 1363–2000, Standard Specifications for Public Key Cryptography;
 - j. NIST SP 800–56 A Rev. 2 May 2013 Recommendation for Pair–Wise Key–Establishment Schemes Using Discrete Logarithm Cryptography;
 - k. NIST SP 800–57 Part 1 Jul 2012 Recommendation for Key Management: Part 1: General (Revision 3);
 - l. NIST SP 800–57 Part 2 Aug 2005 Recommendation for Key Management: Part 2: Best Practices for Key Management Organization;
 - m. NIST SP 800–57 Part 3 Dec 2009 Recommendation for Key Management, Part 3 Application–Specific Key Management Guidance;
3. Section 3: Asymmetric Encryption Required Controls
- a. DSA, RSA, and ECDSA are the only Buyer–approved methods for digital signatures;
 - b. RSA 2048 – Default Requirement
 - c. DSA 2048
 - d. ECDSA 256-bit prime modulus
 - e. ECDSA 384-bit prime modulus
 - f. Perfect Forward Secrecy is an optional feature in IPsec (RFC 2412) which should be set to Enabled;
 - g. SSH Ver2 supports Perfect Forward Secrecy, which should be set to Enabled;
 - h. Transport Layer Security (TLS) can utilize either Diffie–Hellman (RFC 2631) key exchange–based Perfect Forward Secrecy or elliptic curve Diffie–Hellman–based (RFC 4492) Perfect Forward Secrecy;
 - i. A public–key system demonstrates a property referred to as "Perfect Forward Secrecy" when it:
 - i. Generates random public keys per session for the purposes of key agreement;
 - ii. Does not use any sort of deterministic algorithm in doing so for generating the random public keys;
 - iii. This means that the compromise of a single message cannot lead to the compromise of others;
 - iv. There must not be a single secret value which can lead to the compromise of multiple messages (no key re–use);
 - v. This is not to be confused with the concept of Perfect Secrecy demonstrated by one–time pads;
 - j. The Elliptic Curve Digital Signature Algorithm (ECDSA) implements the Digital Signature Algorithm (DSA) using elliptic curve cryptography:
 - i. The Elliptic Curve Digital Signature Algorithm (ECDSA) must utilize a minimum of a 256–bit prime modulus;
 - ii. The underlying SHA algorithm must be validated as part of the RSA validation for all functions – Key Generation, Signature Generation, and Signature Verification;
 - iii. RSA Key Generation requires the Cryptographically Secure Random Number Generator (CSRNG) and Deterministic Random Bit Generator (DRBG) algorithms to be validated and approved cryptographic primitives;

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4. Section 4: The Use of Asymmetric Algorithms

- a. The Buyer required asymmetric cryptographic algorithm is RSA (Rivest, Shamir, Adleman, MIT, 1978);
- b. The minimum key length for any asymmetric RSA or DSA cryptographic operation is 2048 bits;
- c. The minimum prime modulus for any asymmetric ECDSA cryptographic operation is 256 bits;
- d. Whenever possible, the Buyer PKI/CA will be utilized for issuing or signing X.509v3 Digital Certificates;
- e. Either CRL or OCSP services must be provided and maintained in real time;
- f. Certificate revocation checking must occur before processing any authentication or cryptographic request;
- g. TLS (Transport Layer Security);
- h. IPSec protocol;

5. Section 5: Deprecated Asymmetric Algorithms

- a. Any asymmetric encryption keys < 2048 bits
- b. Any cryptographic systems which rely upon any asymmetric operation which uses a key < 2048 bit and cannot utilize a 2048 bit or larger key;
- c. Any business process or application which rely upon any asymmetric operation which uses a key < 2048 bit and cannot utilize a 2048 bit or larger key;
- d. Any asymmetric encryption keys < 2048 bits
- e. Any ECDSA keys < 256-bit prime modulus
- f. SSL will be deprecated on Dec 31, 2015; All SSL implementations must be supplanted by TLS v1.2

Encryption Key Management Requirements

1. Section 1: Key Management Policy

- a. Required for use with any data classified as sensitive, internal use only, restricted, or proprietary;
- b. General Key Management: The management of cryptographic keys must be based on industry best practices and accepted key management standards;
- c. Buyer Control:
 - i. Buyer needs to maintain control over all encryption key management that supports the business
 - ii. Buyer control does not exclude the possibility of outsourcing. Outsourcing to third-party organizations must comply with the Buyer requirements for Outsourcing
 - iii. If outsourced, the encryption key management organization, processes, and procedures must be explicitly approved by the Buyer business owner of the data;
 - iv. Critical key management operations are only allowed to be carried out by strongly authenticated and authorized personnel;
 - v. All encryption keys, digital certificates, and cryptographic storage systems shall be the exclusive sole property of the Buyer;

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- d. Key Management Organization:
 - i. The organization responsible for the execution of operational encryption key management procedures must be well-defined and documented;
 - ii. The organization must be described at least with respect to its position in the overall organization; that is, governance structure, reporting lines, roles, responsibilities, and internal organization;
- e. Key Management Procedures:
 - i. Well-documented and industry standard key management procedures are required for every cryptographic implementation;
 - ii. The encryption key management procedures must describe:
 - 1. When and why they are executed;
 - 2. The key management actions;
 - 3. Sequence of actions;
 - 4. Tools to be used;
 - 5. PKI/CA integration;
 - 6. People involved;
 - 7. Responsibilities;
 - 8. Controls and logging of all actions;
- f. Key Confidentiality and Authenticity:
 - i. Key management organization, procedures, and facilities must ensure the confidentiality of all secret cryptographic. In addition, the authenticity of public keys needs to be verifiable. Protective measures must work in all phases of the cryptographic key life cycle;
 - ii. The encryption key life cycle encompasses the creation, distribution, authentication, storage, use, archiving, recovery, and destruction of all encryption keys;
 - iii. Cryptographic key management systems must be designed to prevent or detect:
 - 1. Any disclosure of the content or construction of a Secret or Private key;
 - 2. The use of a Secret or Private key for anything other than its intended purpose;
 - 3. Any unauthorized, unintentional, or malicious alteration, replacement, destruction, or insertion of a cryptographic key;
 - iv. Secret and Private keys must be available in the minimum number of places and for the shortest period of time necessary for the system to be able to operate effectively and securely;
 - v. Signing keys that are used for non-repudiation purposes must never be backed up; it must never be possible to recover a user's key and thereby impersonate the user;
 - vi. Keys used to recover encrypted data must always be backed up and stored securely; adequate measures must be in place to prevent backup copies of these decryption keys being lost, compromised, or misused;
 - vii. Systems using public key cryptography for peer entity authentication, digital signature verification, and key exchange must include measures to protect the integrity, authenticity, and validity of the public keys;
 - viii. The use of X.509v3 certificates to bind the identity of a person or an organization to a specific public key is mandatory;
- g. Key Usage:

- function;
- signing of any data;
- intended use to prevent compromise of the key or misuse of any cryptographic function;
- i. A Secret key is only permitted to be used for one single cryptographic
- ii. Separate, independently generated keys must be used for encryption and
- iii. It must not be possible for keys to be used in other cryptographic functions;
- iv. A strict binding must be enforced between the cryptographic key and its
- v. Cryptographic functions which must be kept segregated:
 1. Encryption or decryption of stored data;
 2. Encryption or decryption of stored keys;
 3. Encryption or decryption of exchanged keys;
 4. Signing or verification of stored data;
 5. Signing or verification of certificates;

h. Key Compromise and Revocation:

- i. Secret or Private keys that have either been compromised or are suspected of being compromised must be revoked immediately;
- ii. Cryptographic keys must not be used when revoked or when no longer valid;
- iii. A new key or key pair must be replaced by a new key or key pair immediately, and function which rely on the compromised or revoked key must be halted;
- iv. If any compromise of a key used to encrypt stored data is suspected or known, re-encryption of the stored data with a new key must be enforced;
- v. Before any public key is used for a critical operation, it must be verified that the certificate has not been revoked by utilizing a CRL or OCSP service;
- vi. Before any Buyer PKI issued certificate is used for any operation, it must be verified that the certificate has not been revoked by utilizing the standard Window domain certificate revocation function;
- vii. The compromise of one key that is used within one group of operational key holders must not be able to affect keys used by any other operational key holder;
- viii. The compromise of one key that is used within one group of operational key holders must not be able to affect keys used by any other group;
- ix. The replacement key must not be able to be deduced from any information obtainable from the compromised key;

i. Key Lifetime & Re-Keying:

- i. A cryptoperiod (sometimes called a key lifetime or a validity period) is a specific time span during which a cryptographic key setting remains in effect. A key uses an algorithm to create ciphertext from plaintext (ordinary unencrypted text) and, for the receiver of the encrypted text, to decipher it. Once the cryptoperiod ends, the key is no longer available for either encryption or decryption;
- ii. The cryptoperiod is decided by weighing factors such as the sensitivity of the encrypted data, the risk of key compromise, and the cost of rekeying (encrypting the same material with a new key). Throughout the cryptoperiod, a key can be used to verify or decrypt data. The effective use of cryptoperiods is an important part of key management;
- iii. A cryptoperiod is usually expressed as a span of calendar or clock time, but may also be expressed as a maximum volume of data to be encrypted by an algorithm for a particular key. The span of a cryptoperiod can be a number of decades where keys are needed for encrypted text that is archived;

2. Key Management Standards Requirements
 - a. Relevant standards include international security standards (ISO or IETF) ;
 - b. NIST SP 800-56: Recommendation for Pair-Wise Key-Establishment;
 - c. NIST Special Publication 800-132: Recommendation for Password-Based Key Derivation;
 - d. Federal Information Security Management Act (FISMA) of 2002, Public Law 107-347;
 - e. NIST Special Publication (SP) 800-57, Recommendation for Key Management;
 - f. NIST Special Publication (SP) 800-131A, Transitions: Recommendation for Transitioning the Use of Cryptographic Algorithms and Key Lengths;
 - g. FIPS PUB 171: Key Management Using ANSI X9.17;
 - h. NIST SP 800-56 A Rev. 2 May 2013 Recommendation for Pair-Wise Key-Establishment Schemes Using Discrete Logarithm Cryptography;
 - i. NIST SP 800-57 Part 1 Jul 2012 Recommendation for Key Management: Part 1: General (Revision 3);
 - j. NIST SP 800-57 Part 2 Aug 2005 Recommendation for Key Management: Part 2: Best Practices for Key Management Organization;
 - k. NIST SP 800-57 Part 3 Dec 2009 Recommendation for Key Management, Part 3 Application-Specific Key Management Guidance;
 - l. NIST Special Publication 800-53 Revision 4
 - m. SP 800-57 Part 1 Jul 2012 Recommendation for Key Management: Part 1: General (Revision 3)
 - n. SP 800-57 Part 2 Aug 2005 Recommendation for Key Management: Part 2: Best Practices for Key Management Organization
 - o. SP 800-57 Part 3 Dec 2009 Recommendation for Key Management, Part 3 Application-Specific Key Management Guidance
 - p. SP 800-56 A Rev. 2 May 2013 Recommendation for Pair-Wise Key-Establishment Schemes Using Discrete Logarithm Cryptography
 - q. SP 800-56 B Rev. 1 Sep 2014 Recommendation for Pair-Wise Key-Establishment Schemes Using Integer Factorization Cryptography
 - r. SP 800-56 C Nov 2011 Recommendation for Key Derivation through Extraction-then-Expansion
 - s. RFC 2409: Dynamic rekeying IPsec utilizes dynamic rekeying to control how often a new key is generated during communication. The communication is sent in blocks; each block of data is secured with a different key. This prevents an attacker who has obtained part of a communication and the corresponding session keys from obtaining the remainder of the communication;
 - t. RFC 2409: Perfect forward secrecy The Internet Key Exchange (IKE): Perfect forward secrecy ensures that the compromise of a single key permits access only to data that is protected by that key, not necessarily to the entire communication. To achieve this, PFS ensures that a key used to protect a transmission cannot be used to generate additional keys. In addition, if the key used was derived from specific keying material, that material cannot be used to generate other keys;
 - u. RFC 2412: The OAKLEY Key Determination Protocol

3. Section 3: Key Management Required Controls

a. Cryptographic Key Management procedures must be clearly documented in sufficient detail to satisfy potential Audit requirements;

b. The procedures must assign a specific team or team member, by name, to each Cryptographic Key Management role and function;

c. Logging and Auditing data must be transmitted securely via a standard SIEM interface;

d. Secret cryptographic keys must be produced by a key generation process in such a way that it is impossible to predict the key or part of it;

e. Secret cryptographic keys must be produced utilizing approved Cryptographically Secure Pseudo-Random Number Generator (CSPRNG) in such a way that it is impossible to predict the probability of any values within the total cryptographic key space;

f. Secret cryptographic keys used for critical operations, including Master Keys and PKI Root Keys are only permitted in the following forms:

i. For PKI root keys stored within HSMs: in at least five separate pieces, constructed so that the secret key can only be recovered using a minimum of three of these five cryptographic key pieces;

ii. The five cryptographic key parts must always be kept physically separate, protected, and under strict control;

iii. It must be assured that cryptographic key component holders are segregated at an appropriate organizational level;

iv. Access to the cryptographic key components must be protected by Two Factor Authentication (TFA);

g. No person must be able to have sole access to Master Keys or PKI Root Keys or be able to discover the contents of such a key;

h. Secret and private keys that are used to secure communication via the internet (e.g., B2B VPN authentication certificates) must be generated, stored, and used in processes that are strictly controlled via strong access controls, TFA, RBAC limited to a subset of authorized administrators, logging & auditing, etc.;

i. A new key or key pair must be replaced by a new key or key pair immediately, and function which rely on the compromised or revoked key must be halted;

j. If any compromise of a key used to encrypt stored data is suspected or known, re-encryption of the stored data with a new key must be enforced;

k. Before any public key is used for a critical operation, it must be verified that the certificate has not been revoked by utilizing a CRL or OCSP service;

l. Before any Buyer PKI issued certificate is used for any operation, it must be verified that the certificate has not been revoked by utilizing the standard Window domain certificate revocation function;

m. The compromise of one key that is used within one group of operational key holders must not be able to affect keys used by any other operational key holder;

n. The compromise of one key that is used within one group of operational key holders must not be able to affect keys used by any other group;

o. The replacement key must not be able to be deduced from any information obtainable from the compromised key;

Attachment 2

Security Banner Warning

This computer system is restricted for the sole use of the Company's authorized Users. All Users must adhere to the Company's Acceptable Use of Electronic Information Assets procedure and other applicable policies and maintain the security of the system. Information in this system is confidential and the sole property of the Company. Unauthorized use of this system is prohibited and subject to criminal and /or civil penalties. Users have no right to privacy in any information on the system.

Click "OK" to Agree to the above Terms of Use and logon to the system.

Exelon Corporate & Information Security Services

Background Investigations (Contractors) Standard SY-AC-112 Revision #: v. 7

1. PURPOSE

To ensure application of an appropriate level of security to third party Contractors' Personnel who may affect the reliability, safety and integrity of Exelon's business and assets and the security of Exelon's Customer Information and customers.

1.1. Scope

- 1.1.1. Except as provided in the "Exemptions" Section, any Contractor whose Personnel will be performing services for Exelon will be required to perform a Background Investigation for such Personnel in accordance with this Procedure.
- 1.1.2. This standard applies to contractors, consultants, temporary workers, and other personnel at the Company, including all personnel affiliated with third parties performing work on behalf of the Company.
- 1.1.3. This standard applies to all physical assets, hardware, software, data, and other information assets owned, contracted, leased, operated, managed, or licensed by the Company. This standard also applies to all employees, contractors, or other third parties responsible for implementing or maintaining the security of these assets.
- 1.1.4. This document and the controls enumerated herein are not intended to demonstrate compliance with the NERC CIP standards or Exelon's associated NERC CIP procedures. For information systems and cyber assets subject to the NERC CIP standards, please refer the RC-AC-POL3-001 series of documents in the Exelon Management Model, which take precedence for information systems and cyber assets governed by NERC CIP standards unless specifically defined otherwise. For information regarding NERC CIP Personnel Risk Assessment Program, please refer to RC-AC-PGM3-004.
- 1.1.5. For Critical Digital Assets (CDA) within scope of the Cyber Security Plan for Exelon Nuclear submitted in response to 10 CFR 73.54, the Corporate Management Model procedures, IT-AC and IT-DO has precedence unless specifically defined in Exelon's Nuclear IT-AA cyber security series of procedure (IT-AA-2XX). Compliance is required and followed for the more restrictive and detailed procedure.
- 1.1.6. This procedure sets forth minimum background investigation requirements applicable to certain Contractor's Personnel who will be given access to Exelon Assets, Customer Information and/or who will have Customer Contact. Exelon business units or departments may have more stringent background investigation requirements than the minimum background investigation requirements set forth in this Procedure including, but not limited to, (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. Where additional requirements exist and are applicable and an exemption set forth in the "Exemptions" section does not apply, the Contractor **must** comply with both the minimum requirements set forth within this Procedure and the additional more stringent background investigation requirements of that business unit or department. It is the responsibility of the person procuring the services of the Contractor to check with the appropriate business unit/department to determine whether more stringent requirements apply.

1.2. Compliance

- 1.2.1. Unless an exemption set forth in the section “Exemptions” applies, all Background Investigations of Contractor Personnel must be conducted, and the results reviewed and evaluated, by the Contractor. The Contractor must do this in accord with Exelon standards set forth in this procedure, unless a Services Agreement specifically provides otherwise, and in all cases in accordance with the Fair Credit Reporting Act and any applicable Laws.
- 1.2.2. The Contractor will provide a Certification to the Exelon employee attesting to the completion of the Background Investigation and review of the results.
- 1.2.3. The process for completing the Background Investigation and the minimum compliance requirements for Contractor are set forth in detail in the “Procedure” section.

1.3. Sanctions

Violation of this Procedure may result in the revocation or limitation of access to Company Electronic Information Assets, and may result in disciplinary actions up to and including legal action and termination of employment.

1.4. Exceptions

Any exceptions to this procedure must be requested, reviewed, and approved or denied through the CISS Background Investigation Services Team@Exeloncorp.com.

2. **TERMS AND DEFINITIONS**

- 2.1. Terms and Definitions for this document can be found on the CISS Security Glossary website at <http://security.exeloncorp.com/security-policy-and-risk-office/ciss-mm-glossary/>.

3. **ROLES AND RESPONSIBILITIES**

- 3.1. See Appendix A.

4. **PROCEDURE**

- 4.1. Summary of the Background Investigations Standard
 - 4.1.1. Exelon requires that certain contractors, vendors or consultants (each a “Contractor” and collectively “Contractors”) conduct background investigations for all its Personnel who will have unescorted access to: (1) Exelon assets, whether tangible or intangible, including but not limited to buildings, properties, computer systems, trade secrets, confidential data and/or employee or Customer Information, and/or (2) have any contact with any Exelon Customers (as defined for “Customer Contact”).
 - 4.1.2. All Contractors whose Personnel will have such access will be required to conduct a background investigation as set forth in this Procedure, except for those who fall under Exemptions which are explained and set forth in section 4.2.
 - 4.1.3. Background investigations for each Contractor Personnel must be completed prior to the first day upon which such Contractor Personnel begins to provide services.

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4.2. Exemptions

All exemptions are reviewed by Corporate and Information Security Services to ensure the exemptions are valid and the justifications applied show either compensating or mitigating measures have been taken to reduce the risk to the Company.

- 4.2.1. The exemptions below are for use by Contractor Personnel who are not issued an Exelon Photo identification badge (with only two exceptions). If one of the exemptions in this section applies to the Contractor Personnel being used **and no badge** will be issued, the Contractor Personnel will be permitted to provide services without the completion of a Background Investigation.
- 4.2.2. Any Contractor and/or Contractor Personnel issued an Exelon photo ID badge **must** have a Background Investigation in accordance with this Procedure, *even if* the personnel meet the background investigation exemption criteria below unless they fall within the “Unescorted Nuclear Access” exemption (§ 4.2.3.4), the “Certain Legal, Law Enforcement and Medical Professionals” exemption (§ 4.2.3.5), the “Workers with Access to Exelon Cyber Critical Assets” exemption (§ 4.2.3.8), the “Owner/Operators of a Business” exemption (§ 4.2.3.9) because the Contractor and/or Contractor Personnel will be subject to a more stringent background investigation requirement and/or are monitored under other processes and/or procedures. All other Contractor Personnel who are issued a badge must have a Background Investigation even if they meet the criteria in one of the other exemptions.
- 4.2.3. Subject to the limitations of the preceding paragraph, the following Contractors and Contractor Personnel will not be required to have Background Investigations:
 - 4.2.3.1. **Specified Emergency Workers.** Contractors and Contractor Personnel whose services have been procured to perform emergency and/or outage work and who will be providing services to Exelon for a period of less than sixty (60) days and who **do not** have any (physical or electronic) access to: (i) Exelon Critical Cyber Assets; (ii) Exelon Customer Information; and (iii) will not have Customer Contact as defined herein. Examples include emergency crews hired to work on equipment or facilities damaged due to unexpected events and short-term crews hired for planned outages.
 - 4.2.3.2. **Supervised Specified Emergency Workers.** Contractors and Contractor Personnel whose services have been procured to perform emergency and/or outage work and who will be providing services to Exelon for a period of less than sixty (60) days and who (i) **do not** have any (physical or electronic) access to Exelon NERC Critical Cyber Assets; (ii) **do** have access to Exelon Customer Information or who **will** have Customer Contact, **but are at all times** under the supervision of an Exelon employee.
 - 4.2.3.3. **Short-Term Event and Delivery Personnel.** Contractors and Contractor Personnel whose services have been procured to perform services of a temporary nature for a period of less than three (3) days and who **do not** have access to Exelon BES Cyber Assets, such as caterers for one-time or short-term events and delivery personnel.
 - 4.2.3.4. **Unescorted Nuclear Access.** Contractors and Contractor Personnel who have been granted unescorted access to Exelon Nuclear Stations or have had a background investigation completed in accordance with Exelon Nuclear Procedures and Nuclear regulatory requirements and whose access is currently valid. This

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Procedure does not address the background investigations required for Unescorted Access to nuclear power plants.

- 4.2.3.5. **Certain Legal, Law Enforcement and Medical Professionals.** Contractors and Contractor Personnel who have a professional license administered by the state or federal government or a state or nationally recognized organization, with annual renewal requirements and a background investigation requirement that meets the minimum elements set forth in this Procedure, such as lawyers, doctors and certain government and law enforcement personnel. If such exemption applies, it must be detailed in the Statement of Work.
 - 4.2.3.6. **No Access to Certain Exelon Assets or Customer Contact.** Contractors and Contractor Personnel who have no access to Exelon buildings or properties, no access to Exelon Critical Cyber Assets, no access to Exelon Monetary Assets or Financial Data, no access to Exelon Customer Information or any Exelon computers or computer systems and have no Customer Contact. Examples include contractors working on Exelon equipment or facilities located outside the perimeters of an Exelon property.
 - 4.2.3.7. **Supervised Visitors.** Contractors and Contractor Personnel who are authorized visitors of an Exelon employee and who **do not** have unsupervised access to Exelon BES Cyber Assets. The Exelon employee must meet the authorized visitor, the Exelon employee must assure the visitor is escorted to an appropriately designated location and the Exelon employee must be aware of the location and activities of the visitor at all times.
 - 4.2.3.8. **Workers with Access to Exelon Critical Cyber Assets.** As of the effective date of this revision, all new Contractors and Contractor Personnel who perform any work or services relating to Exelon BES Cyber Assets and any existing Contractors or Contractor Personnel requesting new or different access relating to Exelon BES Cyber Assets will have background investigations conducted by Exelon in accordance with the requirements laid out in RC-AC-PGM3-004 NERC CIP Personnel Risk Assessment Program. Contractor must fully cooperate with Exelon including, but not limited to, obtaining consent from such Contractor Personnel and working with Exelon to obtain and provide information to NERC, FERC, or an entity with authority delegated from them in order to demonstrate compliance with all legal and regulatory requirements under the NERC Reliability Standard Requirements applicable to Critical Cyber Assets.
 - 4.2.3.9. **Owner/Operators of a Business.** Contractors and Contractor Personnel who perform any work or services through a company for which they are the operator or the owner will be required to allow Exelon to perform and adjudicate their background to avoid conflict of interest.
- 4.3. Background Investigation Criteria
 - 4.3.1. The Background Investigation of Contractor Personnel must be performed, reviewed, and evaluated by the Contractor.
 - 4.3.2. The Background Investigation shall include the following, as applicable:
 - 4.3.2.1. General Requirements applicable to all Contractor Personnel:

1. Use as Investigation search components the applicant's date of birth, Social Security Number and all names/aliases provided or identified during the investigation;
2. SSN Verification and Trace;
3. Searches of:
 - a. Enhanced Nationwide Criminal Searches using home and employment addresses from the previous seven years;
 - b. County and, if available, local municipality criminal database search using home and employment addresses from the previous seven years;
 - c. Federal Criminal searches using home and employment addresses from the previous seven years;
 - d. State Criminal Searches using home and employment address from the previous seven years;
 - e. DOJ Sex Offender Search;
 - f. Extended Global Sanctions;
 - g. Education Verification – Highest completed;
 - h. Drug Test (5 panel for DOT and safety sensitive positions, 4 panel for all other positions)

4.3.2.2. The following additional checks are required for Contractors performing certain functions:

1. Driver's License Check must be performed if Contractor Personnel is required to drive to perform the services.
2. Credit Check must be performed for any Contractor and/or Contractor Personnel who (i) will have access to Personally Identifiable Information (PII) of an employee of Exelon or of a customer of Exelon; (ii) trade secrets related to business strategy or business plans; (iii) or non-public financial information related to Exelon's financial or strategic direction; and/or (iv) will be executing, monitoring or reviewing a key financial control for Sarbanes-Oxley Section 404 Compliance. Any requirement for Contractor Personnel to be subject to credit check will be set forth in the Statement of Work in the Services Agreement and will only be conducted in accordance with applicable laws.

4.4. Adverse / Derogatory Finding

4.4.1. The Contractor **must** review the Background Investigation results for their personnel.

4.4.2. Contractor shall not permit any Contractor Personnel to perform the Services hereunder if a background investigation shows any items that would likely have a negative impact upon the Services.

4.4.2.1. 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.

- 4.4.2.2. 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 recent convictions if such convictions show a pattern of conduct that is relevant to the position to be performed by Contractor's personnel; 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.
- 4.4.2.3. At all times, the guiding principle shall be whether *this particular applicant/employee* based on all of the factors set out above, presents an unacceptable safety or security risk.
- 4.4.3. Similarly, where a credit report is required, Contractor shall make an individualized assessment whether *this particular applicant/employee* represents an unacceptable safety or security risk. Applicants shall not be rejected based merely on evidence that, through no fault of their own, they have been unable to pay their bills.
- 4.4.4. If a current Exelon contractor applies for an Exelon full time position and the current contractor's Exelon background does not meet Exelon's hiring requirements that current contractor may no longer remain an Exelon contractor.
 - 4.4.4.1. Exelon Corporate and Information Security Services will notify the Business Unit and Supply to coordinate having the Contractor remove the Contractor Personnel from his or her assignment at Exelon.
 - 4.4.4.2. The Business Unit and/or Supply will notify Exelon Corporate and Information Security Services that the Contractor Personnel has been removed from his or her assignment at Exelon.
- 4.5. Cost of Background Investigation
 - 4.5.1. Contractor will be responsible for conducting the Background Investigation and any self-reporting requirements at its own expense and shall not be entitled to recover costs for conducting such Background Investigation or self-reporting program unless both parties agree, in writing, in advance of the Background Investigation.
- 4.6. Implementation and Responsibility of Exelon Employee Point of Contact
 - 4.6.1. The Exelon Point of Contact for a Contractor whose Personnel are subject to Background Investigations pursuant to the terms of this Procedure, is responsible for: (i) assuring that such Contractor has submitted the Certification required by the "Certification of Background Investigation" section; and (ii) POC should add background investigation completion date in the add contractor screen in HR system, the system of record; (iii) POC shall retain a copy of the certification.
 - 4.6.2. The Certification and all related correspondence or materials should be kept with the original Services Agreement.

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- 4.6.2.1. Where the original Agreement is stored in Supply System of Record, the Exelon Point of Contact shall assure that the Certification and all related correspondence or materials are added to Supply System of Record with the other records relating to the original Services Agreement.
- 4.6.3. All Contractors and/or Contractor Personnel who will be issued an Exelon photo ID badge and/or an Exelon User ID for accessing one or more of Exelon's Critical Cyber Assets must be tracked and a Contractor Request Form must be submitted for such Contractor and/or Contractor Personnel.
 - 4.6.3.1. One of the required fields on this Contractor Request Form is an entry confirming that a Background Investigation has been completed and the date of the Background Investigation or that an exemption applies.
 - 4.6.3.2. The Contractor and/or Contractor Personnel will not be processed unless this information has been entered.
- 4.7. Certification of Background Investigation
 - 4.7.1. Contractor will submit a written background investigation certification (letter or affidavit) to Point of Contact confirming that the Investigation has been conducted in accordance with the applicable requirements and no material items were discovered in the Contractor Personnel's Background Investigation which would impact performance of the Services to Exelon, using the Contractor BI Certification Form found on the Exelon portal (search Contractor BI Certification Form).
- 4.8. Required Self-Reporting Program
 - 4.8.1. Service Agreements going forward must include a term obligating Contractor to enforce a self-reporting requirement providing that its Personnel disclose any derogatory information (any criminal arrests (subject to applicable law) and/or convictions) to Contractor.
 - 4.8.2. Contractor shall not permit any Contractor Personnel to perform the services for Exelon if such adverse information would likely have a negative impact upon the Services.
 - 4.8.3. 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.
 - 4.8.4. Should Exelon independently become aware of derogatory information about assigned Contractor Personnel that poses an unacceptable safety or security risk to Exelon, Exelon may, in accordance with all applicable Laws, instruct Contractor to remove Contractor Personnel from the assignment.
- 4.9. Audit of Internal Management's Compliance
 - 4.9.1. Background Investigation Certifications and other relevant information should be kept with the original Services Agreement for the applicable Contractor in accordance with the "Implementation and Responsibility of Exelon Employee Point of Contact" (§ 4.6.2) herein.
 - 4.9.2. Corporate and Information Security Services conducts quarterly audits regarding compliance with this procedure, including:

- 4.9.2.1. A sample of new contractor records to validate the correct background certification forms are completed and uploaded to HR System of Record.
- 4.9.2.2. A sample of new contractor exemption records to validate that the exemptions are valid and the justifications applied show either compensating or mitigating measures have been taken to reduce the risk to the Company.
- 4.10. Corrective Actions
 - 4.10.1. Corporate and Information Security Services will notify the managers whose contractor records do not comply with this procedure.
 - 4.10.1.1. Managers will have 30 days to rectify compliance.
 - 4.10.1.2. Access revocation will occur for all contractor records that are not rectified within 30 days.
 - 4.10.2. Any contractor exemption that is not valid will be reviewed by Corporate and Information Security Services to determine if access revocation is necessary until the exemption is cleared or a new background investigation certification is supplied.
 - 4.10.3. Results are shared with Corporate and Information Security Services management.
- 4.11. Audit of Contractor Background Investigations
 - 4.11.1. When a contractor's background investigation has been identified to not adhere to the Background Investigation Criteria (See 4.3) and/or the terms and conditions of the Exelon contract, Exelon Corporate and Information Security Services will request that Internal Audit conduct an independent audit to assess the risk.
 - 4.11.2. Exelon shall have the right to audit Contractor's compliance with the requirements of this Procedure at any time and from time to time upon reasonable notice.
 - 4.11.3. Contractor shall fully and promptly comply with such audit by Buyer or any Governmental Authority and shall provide written evidence of its compliance with the terms herein.

5. REFERENCES

- 5.1. COBIT 5.0 Copyright 2012: ISACA
- 5.2. NIST Cybersecurity Framework v. 1.1
- 5.3. ISO 27001 and 27002: 2005
- 5.4. RC-AC-PGM3-004 NERC CIP Personnel Risk Assessment Program
- 5.5. SY-AC-1 Corporate and Information Security Policy
- 5.6. SM-AC-403: Exelon Contract Administration Procedure
- 5.7. HR-AC-112: Employment Screening
- 5.8. SY-AC-PGM8-001: Personnel Screening

6. ATTACHMENTS

- 6.1. None

7. DOCUMENT LOG

Version	Date	Revised By	Description of Changes
1		Shari Gribbin Jesse Rodriguez	Original Version
2			Revisions to Approved Vendors in Appendix
3	9/18.2007	Shari Gribbin	Revisions to update renewal provisions, clarifications to some language, update to exemptions.
4	11-26-14 12.17.14 1.12.15 1.20.15 1.26.15 2.4.15	Corinne Wendell	Revisions to update in accord with legal developments and current General Ts & Cs. - Updated Signature Block and included line in 5.2.4 "This procedure does not address the background investigations required for Unescorted Access to nuclear power plants." - Replaced Exelon Security with Exelon Corporate and Information Security Services -Updated References -Corrected full name of NERC. - Corrected typo in 3.8. - Removed line from 3.7: "This does not include process control systems, distributed control systems, or electronic relays installed in generating stations, switching stations and substations." - Removed Section 5.3.3 and corrected Section 5.7.1.
4.1	11/23/2015	M. A. Dylla	1. Updated Workers with Access to Exelon Critical Cyber Assets section reference to point to updated Personnel Risk Assessment Program (required for NERC

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Version	Date	Revised By	Description of Changes
	12/04/2015	Anne Beach	<p>CIPv5 regulatory compliance). And updated References.</p> <ol style="list-style-type: none"> Reformatted document into current MM Procedure Template. Included in the updates: renumbered the sections and statements along with any section references, removed the embedded Terms and Defs and added them to the online Glossary. Reworded a statement under the Audit section at the request of Audit.
4.2	2/11/2016	Anne Beach	<ol style="list-style-type: none"> Added an Effective Date And Application of Procedure section. Changed the Personal Information to PII, added comments received for future revision and added additional audit verbiage. Changed title to “(Contractors).” Updated audit titles and changed audit verbiage sequence Updated reference to NERC CIP Personnel Risk Assessment Program under Scope section. Added exemption review process in Exemption section. Added HR-AC-112 to Reference section. Updated Appendix B – BI Certification form to include the Terms and Conditions and removed footer.
	3/8/2016	Tricia Fitzgerald	
	3/21/2016 3/31/2016	Tricia Fitzgerald Anne Beach	
5	3/13/2018	Erin Holloway	<ol style="list-style-type: none"> Update 4.1.1. to “unescorted” access to Exelon assets Updated 4.3.2.1. section 3. To reflect current searches required Rewrote 4.4.2.4. as original sentence was redundant Updated 4.6.1. Removed HRPC reference and replaced with “HR system, system of record” 4.8.1. Inserted “subject to applicable law” relative to self-reporting of criminal rests and/or convictions

Version	Date	Revised By	Description of Changes
			<ul style="list-style-type: none"> 6. Updated "Critical Cyber Assets" to "BES Cyber Assets" 7. Removed references to HR-AC-701 (pending retirement) 8. Added condition 4.8.4. under section 4.8. Required Self-Reporting Program
6	4/27/2020	Linda Conrad	<ul style="list-style-type: none"> 1. Updated 4.3.2.1. section 3. To reflect current searches required for Employment and Drug Screening 2. Added 4.4.4 to address if a current Exelon contractor applies for an Exelon full time position and the current contractor's Exelon background does not meet Exelon's hiring requirements 3. Updated 4.7.1. to indicate the revised location of the Certification Form 4. Removed of Appendix B – Background Investigation Certification Form
	09/02/2020	Nathan Collins	<p>Corrected version number, updated footers, corrected Signature Block to reflect that the CFAM approves and not the CSO; removed Section 5 regarding effective date of this procedure</p> <p>NIST Week 2020 Reviewed</p>
7	06/23/2021	Tricia Fitzgerald, Anne Beach	<p>1.4 Exception language replaced boilerplate text since this doesn't go through the normal exceptions process for background investigations.</p> <p>Boilerplate updates made by Security Governance. Removed Technical Feasibility Limitation.</p>

Version	Date	Revised By	Description of Changes
		<p>Anne Beach</p> <p>Mary Ann Dylla</p>	<p>4.3.2.1. 3 a. Clarification b-d. 7-year Time period reworded</p> <p>4.3.2.2. 1. Reworded.</p> <p>4.4.2.1 A statement regarding convictions removed per Legal.</p> <p>4.4.2.2 Statement regarding convictions updated.</p> <p>4.4.2.4 Statement regarding guilt removed.</p> <p>4.4.4., 4.4.4.1 and 4.4.4.2 Termination statements removed.</p> <p>4.6.2.1 "Passport" removed and statement updated.</p> <p>Acronyms spelled out.</p> <p>4.11.1 Statement updated regarding Background Investigation Criteria adherence.</p> <p>Updated header, footer, and TOC.</p> <p>NIST Week 2021 Reviewed.</p>



8. SIGNATURE BLOCK

/s/ William McMahon

9/24/2021

William McMahon
Director, Corporate Physical Security
Corporate and Information Security Services

Date

APPENDIX

Appendix A – Roles and Responsibilities

Roles	Responsibilities
Exelon Corporate and Information Security Services	Exelon Corporate and Information Security Services (CISS) has the following responsibilities: (i) oversight of the requirements of this Procedure; (ii) assist Exelon employees with meeting the obligations set forth by this Procedure; (iii) approving exceptions to the default Terms and Conditions background requirements; and (iv) review and approval of exemptions.
Exelon Employees – Exelon Point of Contact	As set forth in the section “Implementation and Responsibility of Exelon Employee Point of Contact” section herein, the Exelon Point of Contact has the following responsibilities: (i) obtain the completed Certification attesting that the Background Investigation has been conducted as required in the section “Certification of Background Investigation”, herein, (ii) verify that such Certification has been included with the original Services Agreement and is available for inspection upon audit. The Exelon Point of Contact is not responsible for audit or enforcement of compliance with this Procedure except to the extent set forth in this paragraph.
Exelon Supply	Exelon Supply has the following responsibilities: (i) assure appropriate terms allowing for enforcement of this Procedure are included in the relevant contract document governing the relationship between Exelon and Contractor; (ii) assist the Exelon Point of Contact with discussions with Contractor and, along with the appropriate Legal representative, negotiation of any contract issues arising out of enforcement of the terms of the agreement relevant to this Procedure.