

SAFETY AND HEALTH (DEC 2009)

- (a) Seller and its subcontractors at any tier working at the Y-12 National Security Complex and B&W Y-12 leased facilities shall work under B&W Y-12's approved 10 CFR 851 Worker Safety and Health Program, which can be found at:

[Y73-004PD, BWXT Y-12, 10 CFR Part 851 Worker Safety and Health Program \(5/16/07\)](#)

(b) The Seller shall take all reasonable precautions in the performance of the work under this subcontract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all health and safety regulations and requirements of the Company and DOE including, without limitation, such other provisions as may be contained in this subcontract relating to safety and health. Seller shall comply with the applicable provisions of 10 CFR 851, *Worker Safety and Health Program*. Seller and its subcontractors at any tier are subject to civil penalties for failure to comply with applicable 10 CFR 851, *Worker Safety and Health Program* requirements. If the Seller fails to comply with said regulations or requirements, the Company may:

(1) Notify the Seller in writing of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the Seller shall immediately take corrective actions.

(2) Require, in writing, that the Seller remove from the work any employee the Company deems unsafe, incompetent, careless, or otherwise objectionable.

(3) Without prejudice to any other legal or contractual rights of the Company and DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Company. The Seller shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(4) In addition to or in lieu of any of the actions in (a)(1) through (3) above, the Company may terminate this subcontract for default.

(c) The Seller and its subcontractors at any tier assumes full responsibility for and shall indemnify, hold harmless, and defend the Company, its members, directors, officers and employees from any liability under 10 CFR 851 arising out of activities by the Seller, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Seller's obligation to indemnify, hold harmless and defend includes fines and penalties, attorneys' fees and other reasonable costs of defending any action or proceeding instituted under 10 CFR 851.

(d) Lower-Tier Subcontracts. The Seller shall include this clause in lower-tier subcontracts involving performance of work at the Y-12 National Security Complex. However, such provision in lower-tier subcontracts shall not relieve the Seller of its obligation to assure compliance with this clause for all aspects of the work.