
**BASIC ORDERING AGREEMENT BETWEEN
THOMSON REUTERS (SCIENTIFIC) LLC ("TR")**

AND

**Jefferson Science Associates, LLC, on behalf of the US Department of Energy ("DOE") Integrated
Contractor Purchasing Team (hereinafter "DOE ICPT")**

BASIC ORDERING AGREEMENT

JSA 15-A033

This Basic Ordering Agreement (BOA) between THOMSON REUTERS (SCIENTIFIC) LLC ("TR") (Vendor, hereinafter "Seller") and DOE ICPT] is entered into to provide product and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement is for the Department of Energy contractors named in Attachment A and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (must be authorized by modification to this agreement) (collectively herein after called "Contractor").
2. The pricing in accordance with Attachment A.
3. General Terms and Conditions (01/2006) are included in Attachment B, and made a part herein.
4. Representations/Certifications in Attachment C.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (Agreement No.) and Order Release No. [insert release no.] as required. The term of this BOA is a three year agreement effective on 1 January 2015. Participating DOE sites are not obligated to participate for all three years. Opting not to continue participating will not void the agreement for the remaining participants. At least a 30 prior notice by a site should be provided to the seller of not participating in any remaining year.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment A. The prices identified in Attachment A are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified.

ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

Danny Lloyd
Jefferson Science Associates, LLC
628 Hofstadter Road
Suite 5
Newport News, VA 23606

BOA Sellers Administrator's Address is as follows:

Thomson Reuters (Scientific) LLC
ATTN: Contract Administration
1500 Spring Garden Street
Fourth Floor
Philadelphia, PA 19130

ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS

For those Agreements that are written to large business, the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

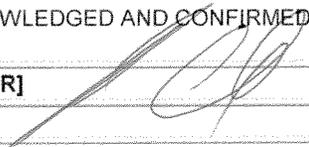
ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment A, Pricing.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED:

[SELLER]	[CONTRACTOR]
BY: 	BY:
TITLE: Julie Cassanelli	TITLE:
DATE: Manager of Contract Administration	DATE:

DEC 16 2014