

BASIC ORDERING AGREEMENT

BETWEEN

The Royal Society of Chemistry, a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890 whose registered office is located at Burlington House, Piccadilly London W1J 0BA, United Kingdom (hereinafter "Seller")

AND

Alliance for Sustainable Energy, LLC, Management and Operating Contractor for the National Renewable Energy Laboratory (NREL), and on behalf of Department of Energy (DOE) Integrated Contractor Purchasing Team (ICPT) (hereinafter "Alliance")

BASIC ORDERING AGREEMENT (BOA) NUMBER:

BEV-9-92089-00

PERIOD OF PERFORMANCE:

01/01/2019 through 12/31/2021

This Basic Ordering Agreement (BOA) between Seller and Alliance is entered into to provide the products and/or services listed in Attachment A. This BOA is for use by the following Department of Energy (DOE) prime contractors and National Nuclear Security Administration (NNSA) prime contractors: Alliance; Brookhaven Science Associates, LLC, management and operating contractor for Brookhaven National Laboratory; Battelle Energy Alliance, LLC, management and operating contractor for Idaho National Laboratory; Lawrence Livermore National Security, LLC, management and operating contractor for Lawrence Livermore National Laboratory; Los Alamos National Security, LLC, management and operating contractor for Los Alamos National Laboratory; Battelle Memorial Institute Pacific Northwest Division, management and operating contractor for Pacific Northwest National Laboratory; National Technology and Engineering Solutions of Sandia, LLC, management and operating contractor of Sandia National Laboratories; Savannah River Nuclear Solutions, management and operating contractor for Savannah River National Laboratory; and UT-Battelle, LLC, management and operating contractor for Oak Ridge National Laboratory. This BOA may also be used by DOE/NNSA contractors or subcontractors other than those listed here upon written authorization of the ICPT Chair. The listed DOE/NNSA prime contractors and any authorized additional DOE/NNSA contractors or subcontractors are hereinafter individually referred to as a "Contractor" and collectively referred to as "Contractors". Pricing information for this BOA is provided in Attachment B.

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

ARTICLE 1 – DEFINITIONS

The following terms shall have the corresponding meanings in this BOA:

- a. "Government" means the United States of America and includes the DOE and the National Nuclear Security Administration (NNSA) or any duly authorized representative thereof;
- b. "Item" means "commercial item" and "commercial component", as defined in Federal Acquisition Regulation (FAR) 2.101;
- c. "Order" means an individual request for items that is issued under this BOA;
- d. "BOA Procurement Representative" means the person responsible for negotiating and administrating this BOA;
- e. "Order Procurement Representative" means the person responsible for negotiating and administrating a particular Order issued under this BOA; and
- f. "Site-Specific Terms and Conditions" means those unique requirements of a Contractor issuing any particular Orders under this BOA, which will supplement the terms of this BOA as it pertains to those particular Orders.

ARTICLE 2 – ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing this BOA or any Orders, delivering any Items identified therein, or otherwise tendering performance agrees to comply with all terms and conditions, all specifications, and all other documents that this BOA or the Orders incorporate by reference or attachment. Any terms and conditions contained in any acknowledgement of this BOA or any Order that are different from or in addition to those provided in this BOA, including all Attachments to this BOA, or such Order shall have no force or effect, and Contractors shall hereby be considered to have objected to such different or additional terms and conditions. Failure of Alliance or any Contractor to enforce any provisions of this BOA or any Order shall not be construed as evidence to interpret the requirements of this BOA or Order, nor a waiver of any requirement therein, nor shall such failure affect the right of Alliance or the Contractor to enforce each and every provision. All rights and obligations shall survive final performance pursuant to this BOA or any Order thereunder.

ARTICLE 3 – SCOPE OF WORK

Seller agrees to provide to each Contractor the products and/or services described in Attachment A that the Contractor may order during the period of performance of this BOA.

ARTICLE 4 – PERIOD OF PERFORMANCE

The period of performance of this BOA, unless sooner reduced, terminated, or extended in accordance with the terms and conditions of this BOA, shall be as follows:

01/01/2019 through 12/31/2021

Each year within the three-year period of performance of this BOA is established as follows:

Year 1 – 01/01/2019 through 12/31/2019

Year 2 – 01/01/2020 through 12/31/2020

Year 3 – 01/01/2021 through 12/31/2021

Option to Extend Term of BOA: Alliance may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Alliance.

The term of this BOA may be extended pursuant to this clause for up to six (6) years beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 5 – ORDER / DELIVERY / PAYMENT

Placing an Order hereunder constitutes a Contractor's agreement to be individually bound by the terms and conditions contained herein (including all Attachments) with respect to the requested Items, subject to any Site-Specific Terms and Conditions and any different or additional terms contained or referenced in the Order.

Each Contractor is responsible for placing its own Order(s) under this BOA and shall be direct-billed accordingly. No other Contractors will receive the benefit of or be obligated or liable in any way by another Contractor's Order. All Orders placed hereunder shall reference the number of this BOA and, if necessary, each Contractor's own purchasing document number.

The work specified in Article 3 shall be completed and delivered in accordance with the relevant terms and conditions as specified herein.

Each Contractor shall make payments under its Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets.

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of:

- a. receipt of Seller's proper invoice, if required; or
- b. delivery (and acceptance, if required by the Order) of items/completion of work.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates.

Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of each Contractor. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, Contractors shall be entitled at any and all times to set off against any amounts payable by the Contractor hereunder any amount owing from Seller to the Contractor under Orders or any subcontracts with Seller.

ARTICLE 6 – FIXED PRICES

Orders appropriately placed under this BOA shall receive the negotiated discounted price. The prices and any discounts identified in Attachment B are firm for the effective period of performance of this BOA, unless otherwise agreed by Seller and a Contractor.

ARTICLE 7 – TAXES

Tax collection and payment is specific to the Contractor issuing an Order. Therefore, Seller should refer to the Site-Specific Terms and Conditions for each Order. In the event no Site-Specific Terms & Conditions regarding taxes are contained in an Order, the Order prices shall include all Federal, State & local taxes and duties, when applicable.

ARTICLE 8 – COMPLIANCE WITH LAWS

Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent orders, DOE Directives, rules, and regulations (including DOE regulations). Such compliance shall be a material requirement of this BOA and all resulting Orders. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

ARTICLE 9 – REPORTING REQUIREMENTS

Once per year, Seller shall report annual savings to the BOA Procurement Representative and each Order Procurement Representative. Savings shall be calculated in one of the following two established methodologies: (1) BOA pricing paid below Seller's pricing previous price paid (Historical Pricing or established GSA Pricing), or (2) BOA pricing paid below Seller's most preferred supplier pricing.

ARTICLE 10 – ADMINISTRATIVE

The BOA Administrator's Address is as follows:

Mary Hastings
Subcontract Administrator | NREL Procurement Office
National Renewable Energy Laboratory
Alliance for Sustainable Energy, LLC
15013 Denver West Parkway | MS RSF 030
Golden, CO 80401, USA | 303-275-3128 (Direct)
mary.hastings@nrel.gov | www.nrel.gov

Seller BOA Administrator's Address is as follows:

Natalya Smyslova
Senior Sales Support Executive, Amercias
University City Science Center, 3675 Market Street,
Suite 200 Philadelphia, PA 19104, USA
| 215-966-6157 (Direct)
smyslovan@rsc.org
cc: jnl_licences@rsc.org
pubs.rsc.org

ARTICLE 11 – ASSIGNMENT

Seller may assign its rights to receive payment—meaning financial compensation—due as a result of performance under Orders issued under this BOA to a bank, trust company, or other financing institution if the relevant Contractor is furnished written notice of, and a signed copy of said assignment at the time of or before request for such payment. Seller shall not otherwise assign any of its rights or obligations to any third party without the prior written consent of the relevant Contractor. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of a Contractor against Seller.

The relevant Contractor may assign this BOA and any Orders to DOE, its designee, NNSA, its designee, or a successor manager and operator and in case of such transfer and notice thereof to Seller, the Contractor shall have no further responsibilities hereunder.

ARTICLE 12 – CHANGES

Alliance reserves the right to make changes within the general scope of this BOA by issuance of a unilateral change order, or by a bilateral modification to this BOA. A Contractor issuing an Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral change order within thirty (30) days of placing the Order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. Seller shall use reasonable efforts to promptly comply with any such change made by Alliance/a Contractor. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of this BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within thirty (30) days

from the date of receipt of the change notice, although Alliance/the relevant Contractor may, in its sole discretion, receive and act upon any claim for adjustment at any time before final payment.

Only the BOA Procurement Representative is authorized on behalf of Alliance to issue changes, whether formal or informal, to this BOA. Only the Order Procurement Representative is authorized on behalf of the respective Contractor to issue changes, whether formal or informal, to the respective Order. If Seller considers that any direction or instruction by Alliance/Contractor personnel constitutes such a change, Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

Nothing in this Article, including any disagreement with Alliance or a Contractor about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

ARTICLE 13 – INTENTIONALLY DELETED

ARTICLE 14 – TERMINATION

Only Alliance may terminate this BOA, or any part hereof, for cause in the event of any default by Seller or if Seller fails to comply with any of the terms and conditions of this BOA or fails to provide Alliance, upon request, with adequate assurances of future performance. Only the Contractor issuing an Order or Seller may terminate the Order, and only in accordance with the terms of the Electronic Access License Agreement attached hereto as Attachment C.

If this BOA/any Order is terminated for cause, Alliance/the relevant Contractor shall pay the mutually agreed-upon price for completed items delivered and accepted. Alliance/the relevant Contractor and Seller shall mutually agree on the amount of payment for all other deliverables.

Seller shall not be liable to Alliance/the relevant Contractor for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.

The rights and remedies of Alliance/the relevant Contractor in this clause are in addition to any other rights and remedies provided by law or under this BOA/the Order.

ARTICLE 15 – BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, Seller shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

ARTICLE 16 – SITE-SPECIFIC TERMS AND CONDITIONS

Seller acknowledges that each Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, Seller agrees that a 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, Department of Energy Acquisition Regulations (DEAR), or other applicable regulations and/or laws.

ARTICLE 17 – INCORPORATION BY REFERENCE

This BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For FAR/DEAR provisions incorporated by reference, "Contractor" shall mean Seller and "Contracting Officer" shall mean the BOA Procurement Representative. The FAR/DEAR clauses may be obtained from Alliance upon request.

The following clauses are incorporated by reference:

- FAR 52.219-8 Utilization of Small Business Concerns (Nov 2016)
- FAR 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- FAR 52.222-26 Equal Opportunity (Sept 2016) (E.O. 11426) (The required posters are available at: <https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm>)
- FAR 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a))
- FAR 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793)
- FAR 52.227-3 Patent Indemnity (Apr 1984)
- DEAR 952.227-9 Refund of Royalties (Mar 1995)

ARTICLE 18 – LIST OF ATTACHMENTS

- Attachment A – Products and/or Services
- Attachment B – Pricing
- Attachment C – Electronic Access License Agreement

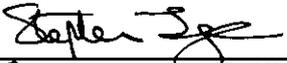
Any inconsistencies among the documents pertaining to a particular Order shall be resolved in accordance with the following descending order of precedence: (1) the Order, (2) the Contractor’s Site-Specific Terms and Conditions, (3) the Electronic Access License Agreement and (4) this BOA.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of the date on which the last of the Parties sign below.

ACKNOWLEDGED AND CONFIRMED:

The Royal Society of Chemistry

Alliance for Sustainable Energy, LLC

BY: 
 NAME: STEPHEN JOYCE
 TITLE: FINANCE DIRECTOR
 DATE: 1st FEB 2019

BY: 
 NAME: Paul Pierson
 TITLE: Acquisition Services Group Manager
 DATE: 2/6/2019