

## **BASIC ORDERING AGREEMENT**

Between

**Springer Nature Customer Service Center LLC**  
(hereinafter “Vendor”)

**AND**

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

## **BASIC ORDERING AGREEMENT**

BOA No.: BEV-9-92102-00

### **PERIOD OF PERFORMANCE**

January 1, 2019 – December 31, 2021

This Basic Ordering Agreement (BOA) between Vendor 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; Battelle Energy Alliance, LLC, management and operating contractor for Idaho National Laboratory; Battelle Memorial Institute Pacific Northwest Division, management and operating contractor for the Pacific Northwest National Laboratory; Brookhaven Science Associates, LLC, management and operating contractor for Brookhaven National Laboratory; Fermi Research Alliance, LLC, management and operating contractor for the Fermi National Accelerator Laboratory; Fluor Marine Propulsion, LLC, management and operating contractor for the Naval Nuclear Laboratory, including the Bettis and Knolls Atomic Power Laboratories, the Kenneth A. Kesselring Site, and the Naval Reactors Facility; Jefferson Science Associates, LLC, management and operating contractor for the Thomas Jefferson National Accelerator Facility; Los Alamos National Security, LLC, management and operating contractor for Los Alamos National Laboratory; National Technology and Engineering Solutions of Sandia, LLC, management and operating contractor for Sandia National Laboratories; The Regents of the University of California, management and operating contractor for Ernest Orlando Lawrence Berkeley National Laboratory; Savannah River Nuclear Solutions, management and operating contractor for Savannah River National Laboratory; UChicago Argonne, LLC, management and operating contractor for Argonne 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 A.

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**

Vendor, 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 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**

Vendor agrees to provide to each Contractor the Content 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 Vendor 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 with respect to the requested Content, subject to any different or additional terms contained or referenced in the Order, consented to by Licensor.

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 Vendor'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 Vendor 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 Vendor to the Contractor under Orders or any subcontracts with Vendor.

## **ARTICLE 6 – FIXED PRICES**

Orders appropriately placed under this BOA shall receive the negotiated discounted price. The escalation rates and any discounts are identified in Attachment A to the BOA for the effective period of performance of this BOA, unless otherwise agreed by Vendor and a Contractor.

## **ARTICLE 7 – TAXES**

Tax collection and payment is specific to the Contractor issuing an Order. Therefore, Vendor 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**

Vendor shall employ commercially reasonable efforts to comply with all applicable Federal, State, and local laws and ordinances, executive orders, rules, and regulations and with all pertinent DOE Directives

(including DOE orders and DOE regulations) that directly create flow-down obligations on the part of Vendor with respect to this BOA. Such compliance shall be a material requirement of this BOA and all resulting Orders. Vendor shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

## **ARTICLE 9 – REPORTING REQUIREMENTS**

Once per year, Vendor 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 Vendor’s pricing previous price paid (Historical Pricing or established GSA Pricing), or (2) BOA pricing paid below Vendor’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 | 303-275-3128 (Direct)  
mary.hastings@nrel.gov | [www.nrel.gov](http://www.nrel.gov)

Vendor BOA Administrator’s Address is as follows:

Dylan Moulton  
1 New York Plaza  
New York, New York 10004  
Phone: 646-629-5978  
Email: [Dylan.Moulton@springernature.com](mailto:Dylan.Moulton@springernature.com)

## **ARTICLE 11 – ASSIGNMENT**

Vendor 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. Vendor shall not otherwise assign any of its rights or obligations to any third party without the prior written consent of the relevant Contractor, except that Vendor may assign its rights or delegate its obligations under this BOA, or any part thereof, to (i) an Affiliate, (ii) a party acquiring all or substantially all of Vendors’s assets, or (iii) as part of a pledge of assets or similar arrangement in connection with credit agreements. Vendor may use subcontractors without the prior consent of Alliance. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of a Contractor against Vendor.

The Alliance may assign, with prior written notice to Vendor, 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 Vendor, the Contractor shall have no further responsibilities hereunder.

The relevant Contractor may assign any Orders to DOE, its designee, NNSA, its designee, or a successor manager and operator as specified in Attachment A.

## **ARTICLE 12 – CHANGES**

Alliance reserves the right to make changes within the general scope of this BOA 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 a bilateral modification to the Order. Vendor shall promptly comply with any such change made through a bilateral modification. 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 Vendor 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 Vendor considers that any direction or instruction by Alliance/Contractor personnel constitutes such a change, Vendor 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 Vendor 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 FOR CAUSE**

Only Vendor or Alliance may terminate this BOA. Vendor or Alliance may terminate this BOA in the event that the other party (i) is debarred, suspended, or prohibited from contracting with the Government of the United States; or (ii) in the event that (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by Vendor, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against Vendor and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of Vendor, or (d) Vendor becomes insolvent, or (e) Vendor assigns all or substantially all its assets for the benefit of creditors, or (f) Vendor applies for, or consents to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) Vendor ceases paying its debts on a regular basis, unless prohibited by applicable law.

Only Vendor or the relevant Contractor may terminate an Order, or a part thereof, in accordance with the Additional Terms and Conditions of Appendix A. Termination of any Order shall not affect this BOA.

Notwithstanding the above, this BOA shall survive as long as any Order hereunder remains in effect.

## **ARTICLE 15 – BANKRUPTCY**

If Vendor enters into any proceeding relating to bankruptcy, Vendor shall give written notice via certified mail to the BOA Procurement Representative within a reasonable period of time (but in any event thirty (30) 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**

Vendor acknowledges that each Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, Vendor agrees that a Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions (including, for example FAR clauses and Department of Energy Acquisition Regulations (DEAR) clauses required to be flowed down by a Contractor’s contract with the Government) as long as such Site-Specific Terms and Conditions do not materially alter the terms and conditions specified in this BOA and Vendor’s consent to those incorporated terms..

**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 Vendor 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 – 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 relevant executed License Agreement between Vendor and relevant Contractor, and (3) 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:

<p><small>DocuSigned by:</small>  Springer Natura Customer Service Center LLC  <b>BY:</b> <u>Marfa Lopes</u>  <b>NAME:</b> <u>Marfa Lopes</u>  <b>TITLE:</b> <u>VP SALES</u>  <b>DATE:</b> <u>20 March 2019</u></p>	<p>Alliance for Sustainable Energy, LLC  <b>BY:</b> _____  <b>NAME:</b> _____  <b>TITLE:</b> _____  <b>DATE:</b> _____</p>
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