



Standard Terms & Conditions of Purchase

ATTACHMENT B

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Access to Facilities or Systems

The following provisions of this policy are incorporated into KGS' Standard Terms & Conditions of Purchase (the "Terms") and any Agreement whenever the Seller or Seller's personnel have access to KGS' facilities or systems. All capitalized terms used in this policy but not defined shall have the same meaning given to them in the Terms.

1. Seller shall perform identity screenings, work authorization verifications and background checks on any and all Seller Personnel seeking Access in order to identify persons or entities ineligible for such Access. In furtherance of this obligation, Seller shall, in advance of any request or grant of such Access:

1.2 Verify the identity and requisite work authorization of Seller Personnel requiring Access. Buyer or its Affiliates may further direct Seller to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, at Seller's sole cost and expense.

1.3 Except to the extent not permissible by applicable law, perform a background screen on Seller Personnel using a company approved by Buyer evidencing that (i) Seller Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have criminal convictions, Seller Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the Access to be granted, the specific jobs at issue, and the length of time since the convictions.

1.4 Seller shall not seek Access for any Seller Personnel ineligible for such Access based on the failure to meet the above criteria, and will notify Buyer immediately, in writing, if any of Seller's Personnel with Access is no longer eligible.

2. Seller agrees that Buyer shall have sole discretion as to whether Seller is granted Access, and agrees that any Access privileges granted to Seller will be defined by Buyer. Buyer reserves the right to impose additional requirements before granting Seller Personnel Access, including, without limitation, with respect to export compliance, privacy, protection of KGS Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures.
3. Seller is responsible for ensuring that any Seller Personnel requiring Access meet such Access requirements and that Access privileges are limited to approved Seller Personnel. Seller shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Seller Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Seller Personnel having Access. The need to Access shall automatically cease for any Seller employees who are terminated, transferred, or otherwise no longer employed by Seller.

4. Seller or Seller Personnel's refusal or failure to meet Buyer's Access requirements at any time during the performance of the Order may result in Buyer's refusal to grant Seller Personnel Access, and Seller agrees that Buyer shall have the right to deny, and, without notice, terminate Access by Seller or any of Seller Personnel in whole or in part. Inability of Seller to comply with the requirements of this provision shall not excuse Seller from performing the Agreement and/or Order and shall not constitute an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure."
5. If Seller is an individual, Seller acknowledges that he/she is not an employee of Buyer or Buyer Affiliate and is not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements. If Seller is a company or other entity, it acknowledges that Seller Personnel are not Buyer or Buyer Affiliate employees and are not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.

5.1 Seller acknowledges and agrees that any breach of this Section may result in a violation of law for which Buyer, Seller, and/or Seller Personnel may be liable. At Buyer's request, in advance of any request or grant of Access and at any other time, Seller will provide Buyer (i) written certification, in a form provided by Buyer, that the Access requirements have been met, and/or (ii) documentation to verify the methodology, process and results relied upon by Seller to comply with the Access requirements.