

**SPECIAL PROVISIONS - SOFTWARE LICENSE AGREEMENTS  
SP-18 REV. 0 11/10/2008**

SPECIAL PROVISIONS - SOFTWARE LICENSE AGREEMENTS SP-18 REV. 0 11/10/2008 ..... 1

1.0 PREAMBLE ..... 1

2.0 DEFINITIONS..... 1

3.0 GRATUITIES ..... 2

4.0 ANTI-KICKBACK ..... 2

5.0 COVENANT AGAINST CONTINGENT FEES ..... 3

6.0 RESTRICTIONS ON SUBCONTRACTOR SALES ..... 4

7.0 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT ..... 4

8.0 PATENT AND COPYRIGHT INDEMNITY ..... 4

9.0 EQUAL OPPORTUNITY ..... 5

10.0 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS ..... 6

11.0 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS ..... 8

12.0 DISPUTES..... 9

14.0 INVOICES, PAYMENTS AND DISCOUNTS ..... 10

15.0 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL ..... 10

**1.0 PREAMBLE**

These Special Provisions are requirements of any contract in which this Special Provision document is incorporated. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Contract and are in addition to the General Provisions and other Special Provisions that apply to this Contract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.

**2.0 DEFINITIONS**

The following terms, when used with initial capitalization in this Contract, have the meanings set forth below:

**DOE** means the United States Department of Energy.

**Government** means the United States of America.

**Buyer** means the company or company representative authorized to enter into this Contract with Licensor and to effect modifications and take other action hereunder.

**Contractor**, which may also be referred to herein as **Licensor**, means the individual or organization entering into this Contract with the Buyer.

**Contracting Officer** means the Government official, or any duly appointed successor or representative, who executed the prime contract between DOE and the Buyer.

**Contract** means the Contract which is placed by the Buyer for the licensing of certain specified software and which contains or includes these Clauses.

**Software** means the specified software licensed by Licensor to Licensee under the Contract.

### **3.0 GRATUITIES**

- A. The right of the Licensor to proceed may be terminated by written notice if, after notice and hearing, the Buyer determines that the Licensor, its agent, or another representative--
  - 1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee; and
  - 2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this Contract is terminated under paragraph (A) above, the Buyer is entitled--
  - 1. To pursue the same remedies as in a breach of the Contract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Licensor in giving gratuities to the person concerned, as determined by the Buyer. (This subparagraph C. 2. is applicable only if this Contract uses money appropriated to the Department of Defense.)
- D. The rights and remedies of the Buyer provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **4.0 ANTI-KICKBACK**

- A. Definitions.
  - 1. "Kickback," as used in this Clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to the Buyer or any Government employees, to Licensor or any of its employees, subcontractor, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to Buyer's contract.
  - 2. "Person," as used in this Clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
  - 3. "Prime contract," as used in this Clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
  - 4. "Buyer" as used in this Clause, means a person who has entered into a prime contract with the United States.
  - 5. "Buyer employee," as used in this Clause, means any officer, partner, employee, or agent of a Buyer.
  - 6. "Subcontract," as used in this Clause, means a contract or contractual action entered into by a Buyer or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

7. "Subcontractor," as used in this Clause, (1) means any person, other than the Buyer, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such buyer, and (2) includes any person who offers to furnish or furnishes general supplies to the Buyer or a higher tier subcontractor.
  8. "Subcontractor employee," as used in this Clause, means any officer, partner, employee, or agent of a subcontractor.
- B. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
1. Providing or attempting to provide or offering to provide any kickback;
  2. Soliciting, accepting, or attempting to accept any kickback; or
  3. Including, directly or indirectly, the amount of any kickback in the Contract price charged by a Licensor to the Buyer or in any price charged by a subcontractor under this or any contract.
- C. Contractor Responsibilities
1. The Licensor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph B. of this Clause in its own operations and direct business relationships.
  2. When the Licensor has reasonable grounds to believe that a violation described in paragraph B. of this Clause may have occurred, the Licensor shall promptly report in writing the possible violation. Such reports shall be made to the Buyer, inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  3. The Licensor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph B. of this Clause.
  4. The Buyer may (1) offset the amount of the kickback against any monies owed by Buyer under this Contract and/or (2) direct that the Licensor withhold from monies owed the subcontractor the amount of the kickback. The Buyer may order that any monies withheld under subdivision C. 4. (2) of this Clause be paid directly to the Buyer unless the Buyer has already offset those monies under subdivision C. 4. (1) of this Clause.
  5. The Licensor agrees to incorporate the substance of this Clause, including this subparagraph C. 5. but excepting subparagraph C. 1., in all subcontracts under this Contract which exceed \$100,000.

## **5.0 COVENANT AGAINST CONTINGENT FEES**

- A. The Licensor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Buyer shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- B. "Bona fide agency," as used in this Clause, means an established commercial or selling agency, maintained by a Licensor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Buyer contracts nor holds itself out as being able to obtain any Buyer contract or contracts through improper influence.
- C. "Bona fide employee," as used in this Clause, means a person, employed by a Licensor and subject to the Licensor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes

to exert improper influence to solicit or obtain Buyer contracts nor holds out as being able to obtain any Buyer contract or contracts through improper influence.

- D. "Contingent fee," as used in this Clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Buyer contract.
- E. "Improper influence," as used in this Clause, means any influence that induces or tends to induce a Buyer employee or officer to give consideration or to act regarding a Buyer's contract on any basis other than the merits of the matter.

## **6.0 RESTRICTIONS ON SUBCONTRACTOR SALES**

- A. Except as provided in B. below, the Licensor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government or the Buyer of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- B. The prohibition in paragraph A. of this Clause does not preclude the Licensor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph A. applies only to the extent that any agreement restricting sales by subcontractors results in the Buyer being treated differently from any other prospective purchaser for the sale of the commercial item(s).
- C. The Contractor agrees to incorporate the substance of this Clause, including this paragraph C., in all subcontracts under this Contract which exceed \$100,000.

## **7.0 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- A. Licensor shall report to the Buyer, promptly and in reasonable written detail, each notice or claim or patent or copyright infringement, related to performance of this Contract, of which Licensor has knowledge.
- B. In the event of any claim or suit against the Government or the Buyer on account of any alleged patent or copyright infringement arising out of the performance of this Contract, Licensor shall furnish to the Buyer, when requested, all evidence and information in possession of Licensor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Buyer except where Licensor has agreed to indemnify the Buyer and the Government.
- C. Licensor agrees to incorporate this Clause, including this paragraph C., in all subcontracts under this Contract, altering the Clause only as necessary to identify properly the contracting parties.

## **8.0 PATENT AND COPYRIGHT INDEMNITY**

The following provisions shall apply if the amount of this Contract exceeds \$10,000.

- A. Licensor shall indemnify the Buyer and the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application which is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) or copyright arising out of the manufacture or delivery of supplies (including Software), the performance of services or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work" under this Contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

- B. This indemnity shall not apply unless Licensor shall have been informed as soon as practicable by the Buyer or the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in its defense. Further, this indemnity shall not apply to:
1. An infringement resulting from compliance with specific written instructions of the Buyer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Contract not normally used by Licensor;
  2. An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
  3. A claimed infringement that is unreasonably settled without the consent of Licensor unless required by final decree of a court of competent jurisdiction.

## 9.0 EQUAL OPPORTUNITY

- A. If, during any 12-month period (including the 12 months preceding the award of this Contract), the Licensor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Licensor shall comply with subparagraphs B. 1. through 11. of this Clause. Upon request, the Licensor shall provide information necessary to determine the applicability of this Clause.
- B. During performance of this Contract, the Licensor agrees as follows:
1. The Licensor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this Clause for the Licensor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  2. The Licensor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--
    - a. Employment,
    - b. Upgrading,
    - c. Demotion,
    - d. Transfer,
    - e. Recruitment or recruitment advertising,
    - f. Layoff or termination,
    - g. Rates of pay or other forms of compensation, and
    - h. Selection for training, including apprenticeship.
  3. The Licensor shall post in conspicuous places available to employees and applicants for employment the notices that explain this Clause.
  4. The Licensor shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  5. The Licensor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice advising the labor union or workers' representative of the Licensor's commitments under this Clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

6. The Licensor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  7. The Licensor shall furnish all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Licensor shall also file Standard Form 100 (EEO 1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Licensor has filed within the 12 months preceding the date of Contract award, the Licensor shall, within 30 days after Contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission (EEOC) for the necessary forms.
  8. The Licensor shall permit access to its premises, during normal business hours, by the Buyer or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Licensor shall permit the Buyer to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  9. If the OFCCP determines that the Licensor is not in compliance with this Clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Licensor may be declared ineligible for further Government contracts or Buyer contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Licensor as provided in Executive Order 11246, as amended; in the rules, regulations; and orders of the Secretary of Labor; or as otherwise provided by law.
  10. The Contractor shall include the terms and conditions of subparagraph B. 1. through 11. of this Clause in every subcontract or contract that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  11. The Licensor shall take such action with respect to any subcontract or contract as the Buyer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Licensor becomes involved in, or is threatened with, litigation with a subcontractor as a result of any direction, the Licensor may request through the Buyer that the United States enter into the litigation to protect the interests of the United States.
- C. Notwithstanding any other clause in this Contract, disputes relative to this Clause will be governed by the procedures in 41 CFR 60-1.1.

## **10.0 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS**

### **A. Definitions. As used in this Clause--**

1. "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the Licensor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.
2. "Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
3. "Positions that will be filled from within the Licensor's organization" means employment openings for which no consideration will be given to persons outside the Licensor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Licensor proposes to fill from

regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

4. “Veteran of the Vietnam era” means a person who--
  - a. Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released there from with other than a dishonorable discharge; or
  - b. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

B. General.

1. Regarding any position for which the employee or applicant for employment is qualified, the Licensor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam Era. The Licensor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans’ status in all employment practices such as--
  - a. Employment;
  - b. Upgrading
  - c. Demotion or transfer;
  - d. Recruitment;
  - e. Advertising;
  - f. Layoff or termination;
  - g. Rates of pay or other forms of compensation; and
  - h. Selection for training, including apprenticeship.
  - i. The Licensor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans’ Readjustment Assistance Act of 1972 (the Act), as amended.

C. Listing openings.

1. The Licensor agrees to list all employment openings existing at Contract award or occurring during Contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Licensor facility, including one not connected with performing this Contract. An independent corporate affiliate is exempt from this requirement.
2. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
3. The listing of all employment openings with the state employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring any particular group of job applicants and is not intended to relieve the Licensor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
4. Whenever the Licensor becomes contractually bound to the listing terms of this Clause, it shall advise the state employment service system, in each state where it has establishments, of the name and location of each hiring location in the state. As long as the Licensor is contractually bound to these terms and has so advised the state system, it need not advise the state system of subsequent contracts. The Licensor may advise the state system when it is no longer bound by this Contract Clause.

D. Applicability.

1. This Clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

E. Postings.

1. The Licensor agrees to post employment notices stating--
  - a. The Licensor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and
  - b. The rights of applicants and employees.
2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Buyer.
3. The Licensor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Licensor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

F. Noncompliance. If the Licensor does not comply with the requirements of this Clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

G. Subcontracts. The Licensor shall include the terms of this Clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Licensor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

## **11.0 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

A. General.

1. Regarding any position for which the employee or applicant for employment is qualified, the Licensor shall not discriminate against any employee or applicant because of physical or mental handicap. The Licensor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as-
  - a. Recruitment, advertising, and job application procedures;
  - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - c. Rates of pay or any other form of compensation and changes in compensation;
  - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - e. Leaves of absence, sick leave, or any other leave;

- f. Fringe benefits available by virtue of employment, whether or not administered by the Licensor;
  - g. Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - h. Activities sponsored by the Licensor, including social or recreational programs; and
  - i. Any other term, condition, or privilege of employment.
2. The Licensor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- B. Postings.
1. The Licensor agrees to post employment notices stating--
    - a. The Licensor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
    - b. The rights of applicants and employees.
  2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Licensor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Licensor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary), and shall be provided by or through the Buyer.
  3. The Licensor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Licensor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- C. Noncompliance. If the Licensor does not comply with the requirements of this Clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- D. Subcontracts. The Licensor shall include the terms of this Clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Licensor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

## 12.0 DISPUTES

Except as otherwise agreed, any dispute relating to this Contract which is not disposed of by agreement, shall be decided by litigation in a court of competent jurisdiction located within the State of Washington. Determination of any substantive issue of law shall be based upon any applicable Federal law, such as that relating to the interpretation and application of clauses derived from Federal procurement regulations; if there is no applicable Federal law, the law of the State of Washington shall apply in the determination of such issues. During the pendency of a dispute, Licensor shall not be excused from performance of this Contract.

**14.0 INVOICES, PAYMENTS AND DISCOUNTS**

- A. Seller shall submit invoices in triplicate for payments due under this Contract. Each invoice must be complete as specified in paragraph 2 below or it will be returned for correction.
- B. Each invoice shall be for one Contract only and must include:
1. The Contract number;
  2. Seller's name;
  3. Invoice date;
  4. Description, price and quantity of item(s) delivered or service(s) rendered;
  5. Shipping and payment terms; and
  6. Identification, telephone number and mailing address of Seller's office to which payment is to be made.
- Bill of lading number and weight of shipment will be identified for shipments made on Government bills of lading. Prepaid shipping costs will be indicated as a separate item on the invoice, if applicable. Where shipping costs (except for parcel post) exceed \$10.00, the billing must be supported by a bill of lading or a receipt.
- C. Within thirty (30) days, calculated from the latter receipt by the Buyer of a properly executed invoice in accounts payable, and supplies/services ordered or within such other time as specified elsewhere in this Contract, the Buyer shall pay Seller the prices set forth in this Contract for supplies delivered and accepted or services rendered and complete. Payment being less any discounts or deductions provided for in this Clause or elsewhere in this Contract; provided, however, that no payments shall be due to Seller at any time(s) the Seller is not in compliance with reporting, data submittal and like requirements under the terms of this Contract. Payment periods negotiated less than 30 days and/or where discounts are offered; the payment/discount period will be computed from the latter of the receipt by the Buyer of a properly executed invoice in accounts payable and receipt of supplies/services ordered.
- D. Payment for items delivered or work performed under this Contract may be withheld by the Buyer and applied in such amounts as necessary to satisfy claims, which the Buyer may have against the Seller under the provisions of this Contract or any other Contract between Seller and the Buyer.

**15.0 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL**

- A. The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until three (3) years after final payment under this Contract, or for any shorter period specified in Federal Acquisition Regulation subpart 4.7, have access to and the right to examine any of Seller's directly pertinent books, documents, papers, or other records involving transactions related to this Contract.
- B. The periods of access and examination specified in the paragraph above for records relating to:
1. Disputes which arise under the terms of this Contract
  2. Litigation or settlement of claims arising from the performance of this Contract, or
  3. Costs and expenses of this Contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such disputes, litigation, claims, or exceptions are disposed of.

- C. Nothing in this Contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Contract.