

BUREAU IN KIND CRUDE HELIUM SALES CONTRACT

NO. 1422X-922-

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

AND

Contents

	<u>Page</u>
ARTICLE I - Definitions.....	1
ARTICLE II - Effective Date and Term.....	3
ARTICLE III - Federal Helium Supplier.....	4
ARTICLE IV - Bureau of Land Management.....	5
ARTICLE V - Delivery, Pricing and Charges.....	6
ARTICLE VI - Billing and Payment.....	7
ARTICLE VII - General Provisions.....	7
7.1 Liability.....	7
7.2 Force Majeure.....	8
7.3 Termination.....	8
7.4 Assignment of Contract.....	9
7.5 Disputes.....	9
ARTICLE VIII - Covenant Against Contingent Fees.....	9
ARTICLE IX - Amendment.....	10
ARTICLE X - Effect of Illegality.....	10
ARTICLE XI - Choice of Law.....	10
ARTICLE XII - Attorneys' Fees.....	10
ARTICLE XIII - Officials Not to Benefit.....	10
ARTICLE XIV - Supplier Not to Discriminate.....	11
ARTICLE XV - Notices.....	11

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BUREAU IN KIND CRUDE HELIUM SALES CONTRACT

THIS CONTRACT, effective this ____ day of _____, 20__, pursuant to Public Law 104-273, the Helium Privatization Act of 1996, between the United States of America, Department of the Interior, BUREAU OF LAND MANAGEMENT, hereinafter styled Bureau of Land Management or Bureau, represented by the Contracting Officer executing this Contract, and , whose principal address is , hereinafter styled Federal Helium Supplier, or Supplier.

WITNESSETH THAT:

WHEREAS, pursuant to Section 6 of the Helium Privatization Act of 1996: "The Department of Defense, the Atomic Energy Commission, [National Aeronautics and Space Administration,] and other agencies of the Federal Government, to the extent that supplies are readily available, shall purchase all major requirements of helium from persons who have entered enforceable contracts to purchase an equivalent amount of crude helium from the Secretary [of the Department of the Interior].";

WHEREAS, the Bureau of Land Management, by virtue of authority delegated by the Secretary [of the Interior] under the Helium Privatization Act of 1996 administers the storage and distribution of crude helium for Federal use;

WHEREAS, the Federal Helium Supplier wishes to enter into an enforceable contract to purchase from the Secretary of the Interior amounts of crude helium that are equivalent to amounts the Supplier sells to agencies of the Federal Government.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, and notwithstanding any provision of existing extracted sales agreements or helium storage contracts, it is mutually agreed between the parties as follows:

ARTICLE I

Definitions

1.1 Federal Helium Supplier - The term "Federal Helium Supplier" or "Supplier" shall mean a private helium merchant (as defined by the Texas Business and Commercial Code Ann., Title 1, Sec. 2.104 (Uniform Commercial Code)) that, by this Contract with the Bureau, has refined helium available for sale to: (1) Federal agencies; and/or (2) private helium purchasers for Federal Government contracts.

1.2 Bureau - The term "Bureau" shall mean the Helium Operations, Bureau of Land Management, of the United States Department of the Interior.

1.3 Federal helium - The term "Federal helium" shall mean the contained helium in crude helium stored in the Bureau of Land Management, Helium Operations Cliffside Field. This helium is the remaining helium that was purchased under the Helium Conservation Program as directed by the Helium Act Amendments of 1960, and does not include private helium stored under separate helium storage contract with the Bureau.

1.4 Contracting Officer - The term "Contracting Officer" shall mean the authorized person executing this Contract on behalf of the Bureau and includes a duly appointed successor.

1.5 Federal Agency - The term "Federal Agency" shall mean any agency, department, independent establishment, commission, administration, foundation, authority, board, or bureau of the United States Government, or any corporation owned, controlled, or in which the United States Government has a proprietary interest, as these terms are defined in 5 U.S.C. 101-05; 5 U.S.C. 551(1); 5 U.S.C. 552(f); or in 18 U.S.C. 6, but does not include Federal agency contractors.

1.6 Federal Agency Contractor - The term "Federal Agency Contractor" shall mean any individual, corporation, partnership, firm, proprietorship, association, trust, estate, public or private institution, or a State or political subdivision thereof which has entered into or that is obligated by a contract or cooperative agreement with a Federal agency, or received a grant from a Federal agency, or which subcontracts with a Federal agency contractor.

1.7 Private helium purchaser - The term "Private helium purchaser" shall mean any individual, corporation, partnership, firm, association, trust, estate, public or private institution, State or political subdivision thereof, purchasing or wanting to purchase helium. The term does not include Federal agencies, but does include Federal agency contractors.

1.8 Buyer - The term "Buyer" shall mean any Federal Agency, Federal Agency Contractor, or Private helium purchaser that wishes to purchase refined helium for a Major Requirement of Helium.

1.9 Helium - The term "Helium" shall mean the element helium (He) regardless of its physical state.

1.10 Standard cubic foot - The term "Standard cubic foot" (scf) shall mean the volume of helium occupying 1-cubic-foot when at a pressure of 14.7 pounds per square inch absolute (psia) and a temperature of 70° Fahrenheit (F). Volumes of liquid helium shall be expressed in liters or U.S. gallons. One liter of liquid helium is equivalent to 26.63 standard cubic feet of gaseous helium. One U.S. gallon of liquid helium is equivalent to 100.82 standard cubic feet of gaseous helium. One pound of liquid helium is equivalent to 96.72 standard cubic feet of gaseous helium. Appropriate gaseous equivalents of volumes of helium mixtures different in any way from stated herein may be used if approved by the Contracting Officer.

1.11 Reporting period - The term "reporting period" shall mean from October 1 through September 30.

1.12 Helium Requirement - The term "Helium Requirement" or "Requirement of Helium" shall mean all helium, whether in the gaseous or liquid state or in mixtures with other gases, that is required by, or delivered to, a Federal agency or Federal agency contractor to accomplish an objective, project, mission, or program of the Federal agency.

1.13 Major Helium Requirement - The term "Major Helium Requirement" or "Major Requirement of Helium" shall be when a Buyer and/or Seller makes a determination at the time of procurement that the estimated helium requirement is in excess of 200,000 scf or more delivered to a helium use location per year, including the first 200,000 scf per year when the Helium Requirement equals or exceeds 200,000 scf per year. If helium use at a particular location that was originally

estimated to be less than a Major Helium Requirement is later determined to be a Major Helium Requirement by either the Buyer or the Supplier, then at the time of the revised determination, subsequent refined helium deliveries shall be covered by the provisions of this Contract.

1.14 Secretary - The term "Secretary" shall mean the Secretary of the Department of the Interior.

1.15 Crude Helium - The term "Crude Helium" shall mean the amount of contained helium in a helium-gas mixture.

1.16 Helium Storage Contractor - The term "Helium Storage Contractor" shall mean any individual, corporation, partnership, firm, association, trust, estate, public or private institution, or a State or political subdivision thereof which entered into a contract with the Bureau of Land Management to store its helium.

1.17 Equivalent amount of crude helium - The term "Equivalent amount of crude helium" shall mean the amount of crude helium measured at a pressure of 14.65 psia and a temperature of 60° F and rounded up to the nearest thousand (1,000) cubic feet that contains an equivalent amount of refined helium measured at 14.7 psia and 70° F. All helium volumes at 14.7 psia and 70° F will be totaled prior to converting to 14.65 psia and 60° F. When converting from 14.7 psia and 70° F to 14.65 psia and 60° F, the volume shall be divided by 1.0158 before any rounding occurs. When converting from 14.65 psia and 60° F to 14.7 psia and 70° F, the volume shall be multiplied by 1.0158 before any rounding occurs.

1.18 Bureau billing date - The term "Bureau billing date" shall mean no later than the last day of the current quarter. The first quarter is from October 1 through December 31. The second quarter is from January 1 through March 31. The third quarter is from April 1 through June 30. The fourth quarter is from July 1 through September 30.

1.19 Existing Agreement - The term "Existing Agreement" shall mean any agreement, written, oral, or implied, in effect between the Bureau and the Supplier for refined helium distribution services dated prior to the effective date of this Bureau In Kind Crude Helium Sales Contract.

1.20 Qualified Buyer - The term "Qualified Buyer" shall mean any Helium Storage Contractor that has a current Bureau of Land Management "Helium Storage Contract" in good standing (defined as being able to accept transfers of helium and being current on payable helium storage charges).

1.21 Facsimile transmission - The term "facsimile transmission" shall represent a form of written communication where the sender gives notice that a FAX is outgoing, and, upon document arrival, the recipient confirms receipt in a timely manner.

ARTICLE II

Effective Date and Term

2.1 This Contract shall be effective once executed, and shall remain effective until October 1, 2002, unless extended under the provisions of paragraph 2.2(a) or unless sooner terminated as hereinafter provided in Article VII paragraph 7.3 or for default.

2.2(a) The Bureau may extend the term of this Contract for a period of five (5) years by written notice to the Supplier within one hundred and twenty (120) calendar days after expiration, provided, that the Bureau shall give the Supplier a preliminary written notice of its intent to extend at least one hundred and twenty (120) days before the contract expires.

(b) If the Bureau exercises this option, this Contract and all its terms and provisions shall remain in full force and effect.

(c) The total duration of this Contract, including the exercise of any options to extend this Contract under this clause, shall not exceed 20 years from the date of the original Contract.

ARTICLE III

Federal Helium Supplier

3.1 The Federal Helium Supplier shall supply helium for: (1) Major Helium Requirements of a Federal agency; or (2) Major Helium Requirements of private helium purchasers for Federal Government contracts if procurement documents specify the intent that the helium to be furnished is required to accomplish an objective, project, mission, or program of the Federal agency. If helium use at a particular location that was originally estimated to be less than a Major Helium Requirement is later determined to be a Major Helium Requirement by either the Buyer or the Supplier, then at the time of the revised determination, subsequent refined helium deliveries shall be covered by the provisions of this Contract.

3.2 In order to become a Federal Helium Supplier, all individuals, corporations, partnerships, firms, proprietorships, associations, trusts, estates, public or private institutions, or State or political subdivisions thereof, shall seek, and, if approved, be awarded, a Bureau "Helium Storage Contract" or agree to take direct possession, dispose, or sell the Supplier's crude helium acquired by this Contract to a Qualified Buyer within thirty (30) days of the Bureau billing date.

3.3 Deliveries of refined helium pursuant to Article III paragraph 3.1 of this Contract shall be reported to the Bureau.

(a) The total itemized quarterly deliveries of Major Helium Requirements shall be reported by the Supplier and Buyer of the Major Helium Requirement by the forty-fifth (45th) day following the end of the previous quarter of delivery. Notification of a qualifying delivery shall be made via mail, facsimile transmission, e-mail, or other mutually agreeable means arranged between the Bureau and the Buyer and the Bureau and the Supplier. The required notification shall include all information as specified in Addendum A to this Contract.

(b) Annual reports of cumulative helium deliveries shall be reported by the Supplier of the helium within forty-five (45) calendar days following the end of the reporting period. The required reporting period is October 1 through September 30. Notification of a Supplier's cumulative qualified helium deliveries shall include all information as specified in Addendum B to this Contract. The report shall be postmarked on or before the fifteenth (15th) of November of each year following the applicable preceding reporting period. The completed report shall be submitted to the address stipulated in Article XV. Copies of the blank report may be obtained from the address stipulated in Article XV and the blank reports may be copied.

Failure by the Supplier of the helium to report the quarterly and/or annual helium deliveries reports to the Bureau as specified in paragraph 3.3(a) and 3.3(b) shall incur a penalty fine of one thousand (1,000) dollars for each instance of non-compliance. Repeated instances of non-compliance shall be sufficient grounds to terminate this Contract for cause. The penalty fine may be waived by the Contracting Officer on a case by case basis without being arbitrary or capricious with special consideration given during the first year this Contract is in effect.

3.4 Where the Supplier sells helium under Article III paragraph 3.1 of this Contract, the Supplier shall purchase an Equivalent amount of crude helium from the Bureau within thirty (30) calendar days of the Bureau billing date.

3.5 If the Supplier requests to take direct possession of an Equivalent amount of crude helium, the Bureau must be notified no later than fourteen (14) days in advance of such delivery. The Supplier agrees to make prior billing arrangements or make payment in full at time of crude helium delivery. Failure to meet the requirements of this paragraph or paragraph 3.2 shall terminate this Contract and prohibit the Supplier from entering into a new Bureau In Kind Crude Helium Sales Contract for a period of two years after the date of termination. Termination of the Contract in this manner does not exempt the Supplier from any charges due and payable from activity covered by this Contract.

3.6 This Contract supersedes and replaces all Existing Agreements between the Bureau and the Supplier for distribution of refined helium. All Existing Agreements are hereby terminated and all outstanding refined helium to be purchased from the Bureau under those Existing Agreements shall be converted to a confirmed purchase of crude helium according to the terms in Article V. The Supplier shall make its pertinent records and documents supporting its sales of helium from prior Existing Agreements readily available for full inspection and audit by the Bureau's authorized representative(s) or other designated representative of the Department of the Interior for a period of two years after termination of such agreements.

3.7 The Supplier shall make its pertinent records and documents supporting its deliveries of helium readily available for full inspection and audit by the Bureau's authorized representative(s) or other designated representative of the Department of the Interior. The Contracting Officer or his duly authorized representative(s) shall have access to and the right to examine, during the Supplier's normal business hours, any pertinent or applicable books, documents, and records involving transactions related in any way to this Contract. The Supplier shall maintain all pertinent and applicable records in accordance with U.S. Code 30 Section 17.13(b).

3.8 This Contract constitutes the complete agreement between the Supplier and the Bureau, and there are no oral promises, prior agreements, understandings, obligations, warranties, or representations between the Bureau and the Supplier relating to this Contract other than those set forth herein or as amended.

ARTICLE IV

Bureau of Land Management

4.1 The Bureau will place the Supplier's name and address on the Bureau of Land Management list of Federal Helium Suppliers.

4.2 The Bureau will furnish its list of Federal Helium Suppliers to known Federal users of helium, and to other parties upon written request.

4.3 The Bureau will furnish, upon written request by the Supplier, information as to which Federal agencies have purchased helium during the past year and other readily available, contract-related information as requested.

ARTICLE V

Delivery, Pricing and Charges

5.1 The Bureau shall make crude helium available as soon as possible but the parties recognize potential delays caused by physical limitations or malfunctions of equipment, pipelines, gas wells, or any other Bureau-owned property involved in the storage, production, and transmission of crude helium.

5.2 Upon notification by either the Supplier **or** Buyer of a delivery of refined helium, a proposed purchase of an Equivalent amount of crude helium shall be recorded by the Bureau. Confirmation of the delivery of refined helium by the other party shall convert the proposed purchase into a confirmed purchase of crude helium. If confirmation of the delivery of refined helium by the other party is not reported to the Bureau, the proposed purchase shall be converted to a confirmed purchase of crude helium by the end of the second month of the current quarter. A previously unreported refined helium delivery by either the Supplier or Buyer for a delivery prior to the preceding quarter shall be converted to a confirmed purchase of crude helium once confirmed by the other party. All confirmed purchases of crude helium will be billed during the current billing cycle.

5.3 Once a confirmed purchase of crude helium has been completed:

(a) the crude helium shall be credited to the Supplier's helium storage account on the first day of the following month after payment for the crude helium has been received, **or**

(b) the Supplier hereby agrees to take direct possession, dispose, or sell the Supplier's in kind crude helium to another Federal Helium Supplier that holds a Helium Storage Contract in "good standing" within thirty (30) days of the Bureau billing date.

5.4 The Supplier further agrees that continued deliveries of refined helium shall not be allowed if payment of confirmed crude helium purchases remain outstanding after ninety (90) days from the Bureau billing date. All Buyers will be notified of the outstanding delinquency, and the Bureau will proceed with administrative action in accordance with the Debt Collection Improvement Act of 1996.

5.5 By March 1 of each year, the Bureau shall determine the posted price and effective date at which crude helium is sold under this Contract. The Bureau is solely responsible for determining such posted price and such posted price shall be nonnegotiable. The posted price of crude helium shall **not be less** than the outstanding amount due to the United States Treasury by the Helium Fund divided by the volume of crude helium owned by the United States and stored in the Bureau's Cliffside Field. As provided by law, the posted price shall reflect an adjustment by the Consumer Price Index for years beginning after December 31, 1995. Additionally, the Supplier agrees that the posted price shall be so priced as to, at a minimum, recover the collective cost to administer all In Kind Crude Helium Sales Contracts.

ARTICLE VI

Billing and Payment

6.1 The Bureau shall no later than the last day of the current quarter render to the Supplier a statement for all confirmed crude helium deliveries for the preceding quarter showing: (1) Federal agency, Federal agency contractor and/or outstanding balance from prior contract; (2) date(s) of sale or delivery; (3) the volume of refined helium at 14.7 psia and 70° F in cubic feet for each location; (4) the location of each delivery; (5) the total volume of confirmed crude helium purchases; (6) the total outstanding volume of proposed crude helium purchases; (7) the Equivalent amount of crude helium to be purchased, which will be measured at 14.65 psia and 60° F and rounded up to the nearest thousand

(1,000) cubic feet; and, (8) the sum of money due and payable to the Bureau because of applicable charges specified in Article V, together with whatever calculations and any other information in addition to the aforementioned as may be required to substantiate the quarterly activity. Helium volume conversions between pressure and temperature bases shall use the factors as defined in this Contract.

6.2 The Supplier shall pay to the Bureau the amounts due the Bureau as billed in accordance with paragraph 6.1 above within thirty (30) days of the date of such billing.

6.3 In the event the Supplier discovers an error in the billing statement, or in any of the evidence submitted in support of such statement, the Supplier shall pay the amount billed and upon correction of said error, adjustments of any amounts due shall be made on the billing statement for the succeeding quarter following agreement between the parties hereto on the correction of such errors. In the event that either party discovers an error in any billing statement, or in any payment or documents submitted pursuant to this Article VI, such error shall be adjusted within the next billing cycle following determination of the extent of such error provided that claim shall have been made within twelve (12) months from the date of such billing statement or the submission of such payment or documents.

6.4 In the event that a billing statement by the Bureau is delayed beyond the date when such statement is normally due as provided in this Article VI, then the time of payment by the Supplier shall be extended by the period of such delay.

6.5 In the event that any payments by the Supplier in accordance with this Article VI are not made within thirty (30) days after date on which such payment is due, each such payment shall be collected in accordance with the Debt Collection Improvement Act of 1996, as amended, which includes administrative fees and other penalties.

ARTICLE VII

General Provisions

7.1 Liability

(a) The Bureau warrants the quantity of contained helium in crude form delivered to the original Supplier only and assumes no further liability, financial or otherwise, in connection with any sale or delivery of helium hereunder, including but not limited to claims relating to: (1) losses on business transactions or commitments between the original Supplier and third parties; (2) losses on the original Supplier's helium containers filled by the Bureau; or (3) losses occasioned by transportation delays.

(b) The Supplier shall be liable for any and all actual damages to the Bureau caused by the Supplier, the Supplier's representatives, or the Supplier's owned or leased equipment.

(c) The Supplier is hereby advised that to the extent that supplies are available, refined helium requirements of the United States Government shall have priority over non-Government requirements and that such priority requirements of the Government or occasions of force majeure may cause delay or deferral of shipment of any refined helium deliveries by the Supplier for non-Government requirements.

7.2 Force Majeure

(a) In the event of either party's being rendered unable wholly or in part by force majeure to carry out its obligations under this Contract, other than to make payments of amounts due hereunder, it is agreed that on such party's giving notice in writing or by facsimile transmission to the other party, stating the full particulars of such force majeure as soon as possible after the occurrence of the cause stated in

said notice, the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer, and such inability to perform shall, so far as possible, be remedied with all reasonable dispatch. Should any losses of helium occur from the helium storage system as a result of force majeure, such losses shall be borne by all persons and companies, including the Bureau, storing helium in the helium storage system by such person or company, including the Bureau, in the same ratio that such losses bear to the total volume of stored helium in the helium storage system at the time of the occurrence of the force majeure.

(b) The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, equipment, or lines of pipe, freezing of wells or lines of pipe, partial or entire failure of gas wells or pressure protection devices, inability to obtain materials, supplies, or permits, and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body of authority whether civil or military and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to avoid. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty.

7.3 Termination

(a) This Contract may be terminated at any time by either party by serving not less than one hundred and twenty (120) days written notice of termination upon the other party, stating therein the date that such termination shall be effective. In the event of contract termination under the provisions of this paragraph, a report of distribution of Federal helium, as required by Article III paragraph 3.3 of this Contract, shall be submitted for the period October 1 to the effective date of the termination in the calendar year in which the termination occurs within forty-five (45) days after the effective date of the termination. Termination of this Contract does not relieve either party of any charges or payments that were due prior to or after notification of termination by either party to this Contract.

(b) It is hereby expressly understood and agreed that if default be made in the payment of any of the charges hereinbefore specified to be paid, or any part thereof, as aforesaid, for one hundred twenty (120) days after written notice, it shall be at the option of the Bureau to declare this Contract terminated.

(c) It is hereby expressly understood and agreed that if the Supplier does not supply a Major Requirement of Helium to a Federal Agency or Federal Agency Contractor and is without a purchase order, contract, or agreement to do so for a period of two (2) years, the Bureau has the option to terminate this Contract.

(d) It is hereby expressly understood and agreed that if either party initiates termination procedures as set forth in this Article VII, the Supplier shall provide a copy of each current purchase order, contract, or agreement that the Supplier has with any Federal Agency or Federal Agency Contractor to provide a Major Requirement of Helium to the Bureau. The Bureau will use this information so that it may minimize disruption of the Government's refined helium needs through coordination with the effected agencies.

7.4 Assignment of Contract

(a) This Contract cannot be assigned or otherwise transferred without the express written approval of the Contracting Officer which is not to be unreasonably withheld.

(b) This Contract and all its terms, conditions, and covenants herein, shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

(c) The Bureau may assign any or all of its rights and responsibilities hereunder to another department of the United States or to any other entity approved by the Bureau of Land Management.

7.5 Disputes

(a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Supplier. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Supplier mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Department of the Interior Board of Contract Appeals, or its successor. The decision of the Board shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this Contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, That any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their obligations under this Contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph 7.5(a) above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or Board on a question of law.

ARTICLE VIII

Covenant Against Contingent Fees

8.1 The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach or violation of this warranty, the Bureau shall have the right to annul and terminate this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE IX

Amendment

9.1 This Contract may be amended only by mutual written consent of the Supplier and the Bureau by and through the Contracting Officer.

ARTICLE X

Effect of Illegality

10.1 Should any portion of this Contract be determined by a court of competent jurisdiction to be illegal, the remainder of the agreement shall not be affected by such determination.

ARTICLE XI

Choice of Law

11.1 This Contract shall be construed and interpreted in accordance with the laws, rules, and regulations of the United States of America and where not superseded by such Federal laws, rules, or regulations, by the laws of the State of Texas.

ARTICLE XII

Attorneys' Fees

12.1 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, all parties to the litigation shall bear their own attorneys' fees and costs; provided, however, that attorneys' fees and costs against the United States shall be governed by applicable Federal law, including the Equal Access to Justice Act, 28 U.S.C. § 2412.

ARTICLE XIII

Officials Not to Benefit

13.1 No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

ARTICLE XIV

Supplier Not to Discriminate

14.1 During performance of this Contract, the Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin.

ARTICLE XV

Notices

15.1 All notices to be given hereunder shall be written and delivered or sent to the parties at the following addresses:

United States: Amarillo Field Office Manager
Bureau of Land Management
801 South Fillmore Street, Suite 500
Amarillo, Texas 79101

Supplier: Company Name
Mailing address
City, State, Zip

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in duplicate by their authorized officers the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Company Name

By _____
Amarillo Field Office Manager

By _____
Title



Addendum A
United States
Department of the Interior
Bureau of Land Management
Amarillo Field Office - Helium Operations
Amarillo, Texas

Refined Helium Deliveries Detail
from _____ to _____, _____

The information in this report is required by contract. The Bureau of Land Management may levy fines or terminate a contract with a Federal Helium Supplier for failure to comply with the reporting provisions specified by contract.

Each Federal Helium Supplier should prepare this report for each quarter it has made refined helium deliveries to a Federal agency or Federal agency contractor.

Section 1. Company Identification.

Your Company name _____
Your Contract number _____
Address _____

Section 2. Refined Sales Detail.

Federal Agency or Contractor	Date of Delivery	Reference Number	Helium Use Location/Delivery Point	Volume	Units* (cubic feet @ P & T /liters/gallons)

* Enter pressure and temperature conditions if volume is reported in cubic feet.



Addendum B
 United States
 Department of the Interior
 Bureau of Land Management
 Amarillo Field Office - Helium Operations
 Amarillo, Texas

Refined Helium Sales Summary
 for Fiscal Year: _____

The information in this report is required by contract. The Bureau of Land Management may levy fines or terminate a contract with a Federal Helium Supplier for failure to comply with the reporting provisions specified by contract.

Each Federal Helium Supplier shall prepare this report for each year it has made refined helium sales to a Federal agency or Federal agency contractor.

Section 1. Company Identification.

Your Company name _____
 Your Contract number _____
 Address _____

Section 2. Refined Sales Summary.

Federal Agency or Contractor	Volume	Units* (cubic feet @ P & T /liters/gallons)

* Enter pressure and temperature conditions if volume is reported in cubic feet.

--	--	--

* Enter pressure and temperature conditions if volume is reported in cubic feet.