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6.1 The failure of either Party to enforce a provision of this Agreement or to exercise any right or remedy shall not be a waiver of such provision or of such rights or remedies or the right of the Parties thereafter to enforce each and every provision, right or remedy.

6.2 The determination by a court of competent jurisdiction that any part, term, or provision of this Agreement is illegal or unenforceable, shall not affect the validity of the remaining provisions of this Agreement.

6.3 Licensor may assign this Agreement and all rights, duties and obligations hereunder, to DOE or a successor contractor to Licensor, as may be required under its Prime Contract with DOE.

6.4 This Agreement shall be construed according to the laws of the State of Tennessee and the United States of America and in the English language. Any action brought to enforce any provision or obligation hereunder shall be brought in the Federal District Court for the Eastern District of Tennessee. However, if jurisdiction is not found in Federal Court, actions shall be brought in Tennessee in Knox, Roane, or Anderson County Court.

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