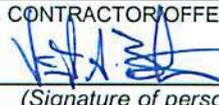


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF	PAGES 8
2. AMENDMENT/MODIFICATION NO. M1025		3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11)		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830	
CODE				FACILITY CODE	
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE DATE AND HOUR SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and amendment and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.					
CHECK	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE				
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties				
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including a solicitation/contract subject matter where feasible.) This bilateral contract modification incorporates changes to Part II, Section I, Contract Clauses, Part III, Section J, List of Documents, Exhibits and Other Attachments. (See Continuation Pages for the purpose and description of this modification)					
15A. NAME AND TITLE OF SIGNER (Type or print) Vincent A. Branton General Counsel			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan M. Kilbury Contracting Officer		
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 8/12/2015	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 8-13-15		

Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Part II, Section I – Contract Clauses and Part III, Section J, Appendix D – List of Applicable DOE Directives & External Requirements, and Section J, Appendix J - Advance Agreement on Costs and Associated Use of Battelle-Owned Facilities and Real Property to their most current form.

Description of Modification:

1. Revise Part II, Section I – Contract Clauses, Table of Contents as follows:

Replace:

- I-8A FAR 52.3-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
- I-9A FAR 52.204-7 Central Contractor Registration (Apr 2008)
- I-14 FAR 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)
- I-15 FAR 52.215-13 Subcontractor Cost or Pricing Data – Modifications (Oct 1997)
- I-21 FAR 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (July 2005)
- I-22 FAR 52.222-11 Subcontracts (Labor Standards) (Jul 2005)
- I-26 FAR 52.222-35 – Equal Opportunity for Veterans (Sep 2010)
- I-27 FAR 52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)
- I-29 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003) Alternate I (Aug 2003)
- I-30 FAR 52.223-10 Waste Reduction Program (Aug 2000)
- I-34 FAR 52.225-1 Buy American Act - Supplies (Feb 2009) (AL 2002-06)
- I-35 FAR 52.225-9 Buy American Act – Construction Materials (Sep 2010)
- I-38 FAR 52.230-2 Cost Accounting Standards (Oct 2010)
- I-40 FAR 52.232-17 Interest (Oct 2010)

- I-41 FAR 52.232-24 Prohibition of Assignment of Claims (Jan 1986)
- I-49 FAR 52.244-6 Subcontracts for Commercial Items (Dec 2010)
- I-56 FAR 52.251-1 Government Supply Sources (Aug 2010)
- I-69 DEAR 952.217-70 Acquisition of Real Property (Apr 1984)
- I-71 RESERVED [M779]
- I-116 DEAR 970.5245-1 Property (Dec 2000) Alternate I (Dec 2000)

Replace with:

- I-8A FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
- I-9A FAR 52.204-7 System for Award Management (Jul 2013)
- I-14 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010)
- I-15 FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)
- I-21 FAR 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation (May 2014)
- I-22 FAR 52.222-11 Subcontracts (Labor Standards) (May 2014)
- I-26 FAR 52.222-35 Equal Opportunity for Veterans (July 2014)
- I-27 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (July 2014)
- I-29 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011) Alternate I (May 2011)
- I-30 FAR 52.223-10 Waste Reduction Program (May 2011)
- I-34 FAR 52.225-1 Buy American – Supplies (May 2014)
- I-35 FAR 52.225-9 Buy American – Construction Materials (May 2014)
- I-38 FAR 52.230-2 Cost Accounting Standards (May 2014)
- I-40 FAR 52.232-17 Interest (May 2014)
- I-41 FAR 52.232-24 Prohibition of Assignment of Claims (May 2014)
- I-49 FAR 52.244-6 Subcontracts for Commercial Items (Apr 2015)
- I-56 FAR 52.251-1 Government Supply Sources (Apr 2012)

- I-69 DEAR 952.217-70 Acquisition of Real Property (Mar 2011)
- I-71 DEAR 952.226-71 Utilization of Energy Policy Act Target Entities (Jun 1996)
- I-116 DEAR 970.5245-1 Property (Jan 2013) Alternate I (Dec 2000)

Add:

- I-28A FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- I-28B FAR 52.222-50 Combating Trafficking in Persons (Mar 2015)
- I-45A FAR 52.237-9 Waiver of Limitation on Severance Payments to Foreign Nationals (May 2014)
- I-72A DEAR 952.235-71 Research Misconduct (Jul 2005)

Renumber and Replace:

- I-28A FAR 52.222-54 Employment Eligible Verification (Jan 2009) is revised to be I-28C FAR 52.222-54 Employment Eligible Verification (Aug 2013)

Delete:

- I-201 FAR 52.204-11 – American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009)

2. Part II, Section I – Contract Clauses is updated as follows:

- Contract Clause I-8A FAR 52.3-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (April 2014) is revised to correct the errant citation in the Contract Clause header to read as I-8A FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (April 2014);
- Contract Clause I-9A FAR 52.204-7 Central Contractor Registration (April 2008) is replaced with Contract Clause I-9A FAR 52.204-7 System for Award Management (Jul 2013);
- Contract Clause I-14 FAR 52.215-12 Subcontractor Cost or Pricing Data (Oct 1997) is replaced with Contract Clause I-14 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010);

- Contract Clause I-15 FAR 52.215-13 Subcontractor Cost or Pricing Data – Modifications (Oct 1997) is replaced with Contract Clause I-15 FAR 52.215-12 Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010);
- Contract Clause I-21 FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (July 2005) is replaced with Contract Clause I-21 FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014);
- Contract Clause I-22 FAR 52.222-11 Subcontracts (Labor Standards) (Jul 2005) is replaced with Contract Clause I-22 FAR 52.222-11 Subcontracts (Labor Standards) (May 2014);
- Contract Clause I-26 FAR 52.222-35 Equal Opportunity for Veterans (Sep 2010) is replaced with Contract Clause I-26 FAR 52.222-35 Equal Opportunity for Veterans (July 2014);
- Contract Clause I-27 FAR 52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010) is replaced with Contract Clause I-27 FAR 52.222-36 Affirmative Action for Workers with Disabilities (July 2014);
- Contract Clause I-28A FAR 52.222-54 Employment Eligible Verification (Jan 2009) is renumbered and replaced with Contract Clause I-28C FAR 52.222-54 Employment Eligible Verification (Aug 2013);
- Contract Clause I-29 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003) Alternate I (Aug 2003) is replaced with Contract Clause I-29 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011) Alternate I (May 2011);
- Contract Clause I-30 FAR 52.223-10 Waste Reduction Program (Aug 2000) is replaced with Contract Clause I-30 FAR 52.223-10 Waste Reduction Program (May 2011);
- Contract Clause I-34 FAR 52.225-1 Buy American Act – Supplies (Feb 2009) (AL 2002-06) is replaced with Contract Clause I-34 FAR 52.225-1 Buy American Act – Supplies (May 2014);
- Contract Clause I-35 FAR 52.225-9 Buy American Act – Construction Materials (Sep 2010) is replaced with Contract Clause I-35 FAR 52.225-1 Buy American Act – Construction Materials (May 2014);
- Contract Clause I-38 FAR 52.230-2 Cost Accounting Standards (Oct 2010) is replaced with Contract Clause I-38 FAR 52.230-2 Cost Accounting Standards (May 2014);
- Contract Clause I-40 FAR 52.232-17 Interest (Oct 2010) is replaced with Contract Clause I-40 FAR 52.232-17 Interest (May 2014);

- Contract Clause I-41 FAR 52.232-24 Prohibition of Assignment of Claims (Jan 1986) is replaced with Contract Clause I-41 FAR 52.232-24 Prohibition of Assignment of Claims (May 2014);
 - Contract Clause I-49 FAR 52.244-6 Subcontracts for Commercial Items (Dec 2010) is replaced with Contract Clause I-49 FAR 52.244-6 Subcontracts for Commercial Items (Apr 2015);
 - Contract Clause I-56 FAR 52.251-1 Government Supply Sources (Aug 2010) is replaced with Contract Clause I-56 FAR 52.251-1 Government Supply Sources (Apr 2012);
 - Contract Clause I-69 DEAR 952.217-70 Acquisition of Real Property (Apr 1984) is replaced with Contract Clause I-69 DEAR 952.217-70 Acquisition of Real Property (Mar 2011);
 - Contract Clause I-71 RESERVED [M779] is replaced with Contract Clause I-71 DEAR 952.226-71 Utilization of Energy Policy Act Target Entities (Jun 1996); and
 - Contract Clause I-116 DEAR 970.5245-1 Property (Dec 2000) Alternate I (Dec 2000) is replaced with Contract Clause I-116 DEAR 970.5245-1 Property (Jan 2013) Alternate I (Dec 2000).
3. Part II, Section I – Contract Clauses is amended to include:
- Contract Clause I-28A FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010);
 - Contract Clause I-28B FAR 52.222-50 Combating Trafficking in Persons (Mar 2015);
 - Contract Clause I-45A FAR 52.237-9 Waiver of Limitation on Severance Payments to Foreign Nationals (May 2014); and
 - Contract Clause I-72A DEAR 952.235-71 Research Misconduct (Jul 2005).
4. Part II, Section I – Contract Clauses is amended to delete Contract Clause I-201 FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009).
5. Revise Section J, List of Documents, Exhibits, and Other Attachments, Appendix D – List of Applicable DOE Directives & External Requirements as follows:

Add:

CRD 0 144.1 Admin Chg. 1 Department of Energy American Indian Tribal Government Interactions and Policy

Replace:

CRD 0 205.1 B, Chg. 2 Department of Energy Cyber Security Program

CRD 0 232.2 Occurrence Reporting and Processing of Operations Information

CRD 0 350.1, Chg. 4 Contractor Human Resource Management Programs (Chapters II and VII are applicable)

CRD 0 410.2 Management of Nuclear Materials

CRD 0 420.IC Facility Safety

CRD 0 422.1, Admin Chg. 1 Conduct of Operations

CRD 0 472.2 Personnel Security

CRD 0 474.2, Admin Chg. 2 Nuclear Material Control and Accountability

Replace with:

CRD 0 205.1 B, Chg. 3 Department of Energy Cyber Security Program

CRD 0 232.2, Admin Chg. 1 Occurrence Reporting and Processing of Operations Information

CRD 0 350, 1 Chg. 5 Contractor Human Resource Management Programs

CRD 0 410.2, Admin Chg. 1 Management of Nuclear Materials

CRD 0 420.1 C, Chg. 1 Facility Safety

CRD 0 422.1 Admin Chg. 2 Conduct of Operations

CRD 0 472.2, Chg. 1 Personnel Security

CRD 0 474.2, Admin Chg. 3 Nuclear Material Control and Accountability

6. Amend Section J, List of Documents, Exhibits, and Other Attachments, Appendix J, Advance Agreement on Costs and Associated Use of Battelle-Owned Facilities and Real Property to revise the remediation date in paragraph 8 for MSL to 2019 and to revise the

language in paragraph 14 to state that remediation for the RTL complex will be accomplished via demolition.

7. This modification results in no further changes to the Contract

(End of Contract Modification)

**PART III – List of Documents,
Exhibits and Other Attachments**

Section J

Appendix D

List of Applicable DOE Directives & External Requirements

**SECTION J
APPENDIX D
LIST OF APPLICABLE DOE DIRECTIVES & EXTERNAL REQUIREMENTS**

DOE DIRECTIVES	
DIRECTIVE NO	DIRECTIVE TITLE
CRD O 130.1	BUDGET FORMULATION
CRD M 140.1-1B	INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD
CRD O 142.2A, Admin Chg. 1	VOLUNTARY OFFER SAFEGUARDS AGREEMENT AND ADDITIONAL PROTOCOL WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
CRD O 142.3A	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM
CRD O 144.1, Admin Chg. 1	DEPARTMENT OF ENERGY AMERICAN INDIAN TRIBAL GOVERNMENT INTERACTIONS AND POLICY
CRD O 150.1A	CONTINUITY OF PROGRAMS
CRD O 151.1C	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM
CRD O 200.1A	INFORMATION TECHNOLOGY MANAGEMENT
CRD M 200.1-1	CHAPTER 9 PUBLIC KEY CRYPTOGRAPHY AND KEY MANAGEMENT
CRD O 205.1B, Chg. 3	DEPARTMENT OF ENERGY CYBER SECURITY PROGRAM
CRD M 205.1-3, Admin Chg. 1	TELECOMMUNICATIONS SECURITY MANUAL
CRD O 206.1	DEPARTMENT OF ENERGY PRIVACY PROGRAM
CRD O 206.2	PERSONAL IDENTITY VERIFICATION
CRD O 210.2A	DOE CORPORATE OPERATING EXPERIENCE PROGRAM
CRD O 221.1A	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
CRD O 221.2A	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
CRD O 225.1B	ACCIDENT INVESTIGATIONS
CRD O 227.1	INDEPENDENT OVERSIGHT PROGRAM
CRD O 231.1B, Admin Chg. 1	ENVIRONMENT, SAFETY AND HEALTH REPORTING
CRD O 232.2, Admin Chg. 1	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
CRD O 241.1B	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
CRD O 243.1B, Admin Chg. 1	RECORDS MANAGEMENT PROGRAM
CRD O 252.1A, Admin Chg. 1	TECHNICAL STANDARDS PROGRAM
CRD O 313.1	MANAGEMENT AND FUNDING OF THE DEPARTMENT'S OVERSEAS PRESENCE
CRD O 350.1, Chg. 5	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS
CRD O 350.2B	USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
CRD O 410.2, Admin Chg. 1	MANAGEMENT OF NUCLEAR MATERIALS
CRD O 413.1B	INTERNAL CONTROL PROGRAM
CRD O 413.2B, Chg. 1	LABORATORY DIRECTED RESEARCH AND DEVELOPMENT

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 413.3B	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS
CRD O 414.1D, Admin Chg. 1	QUALITY ASSURANCE
CRD O 420.1C, Chg. 1	FACILITY SAFETY
CRD O 420.2C	SAFETY OF ACCELERATOR FACILITIES
CRD O 422.1, Admin Chg. 2	CONDUCT OF OPERATIONS
CRD O 425.1D, Admin Chg. 1	VERIFICATION OF READINESS TO STARTUP OR RESTART NUCLEAR FACILITIES
CRD O 426.2, Admin Chg. 1	PERSONNEL SELECTION, TRAINING, QUALIFICATION, AND CERTIFICATION REQUIREMENTS FOR DOE NUCLEAR FACILITIES
CRD O 430.1B, Chg. 2	REAL PROPERTY AND ASSET MANAGEMENT
CRD O 433.1B, Admin Chg. 1	MAINTENANCE MANAGEMENT PROGRAM FOR DOE NUCLEAR FACILITIES
CRD O 435.1, Chg. 1*	RADIOACTIVE WASTE MANAGEMENT
DOE M 435.1-1, Admin Chg. 2	RADIOACTIVE WASTE MANAGEMENT MANUAL
CRD O 440.2C, Chg. 1	AVIATION MANAGEMENT AND SAFETY
CRD M 441.1-1	NUCLEAR MATERIAL PACKAGING MANUAL
CRD O 442.2	DIFFERING PROFESSIONAL OPINIONS FOR TECHNICAL ISSUES INVOLVING ENVIRONMENT, SAFETY AND HEALTH
CRD O 443.1B	PROTECTION OF HUMAN SUBJECTS
CRD O 452.8	CONTROL OF NUCLEAR WEAPON DATA
CRD O 456.1, Admin Chg. 1	THE SAFE HANDLING OF UNBOUND ENGINEERED NANOPARTICLES
CRD O 458.1, Chg. 3**	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
CRD O 460.1C	PACKAGING AND TRANSPORTATION SAFETY
CRD M 460.2-1A	RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL
CRD O 460.2A	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT
CRD O 461.1B	PACKAGING AND TRANSFER FOR OFFSITE SHIPMENT OF MATERIALS OF NATIONAL SECURITY INTEREST
DOE O 470.3B	GRADED SECURITY PROTECTION (GPS) POLICY
CRD O 470.4B, Admin Chg. 1	SAFEGUARDS AND SECURITY PROGRAM
CRD O 471.1B	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
CRD O 471.3, Chg. 1	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
CRD M 471.3-1, Chg. 1	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
CRD O 471.5	SPECIAL ACCESS PROGRAMS
CRD O 471.6, Admin Chg. 2	INFORMATION SECURITY
CRD O 472.2, Chg. 1	PERSONNEL SECURITY
CRD O 473.3	PROTECTION PROGRAM OPERATIONS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 474.2, Admin Chg.2	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY
CRD O 475.1	COUNTERINTELLIGENCE PROGRAM
CRD O 475.2B	IDENTIFYING CLASSIFIED INFORMATION
CRD O 483.1A	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS
CRD O 484.1, Chg. 1	REIMBURSABLE WORK FOR THE DEPARTMENT OF HOMELAND SECURITY
CRD O 522.1	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
CRD O 534.1B	ACCOUNTING
CRD O 551.1D	OFFICIAL FOREIGN TRAVEL
CRD O 580.1A, Admin Chg. 1	DEPARTMENT OF ENERGY PERSONAL PROPERTY MANAGEMENT PROGRAM
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES
DOE-0223	RL EMERGENCY IMPLEMENTING PROCEDURES – APPLICABLE TO PNNL-MANAGED FACILITIES AND ACTIVITIES ON THE HANFORD SITE
DOE/RL-94-02, Rev. 5	HANFORD EMERGENCY MANAGEMENT PLAN– APPLICABLE TO PNNL-MANAGED FACILITIES AND ACTIVITIES ON THE HANFORD SITE
DOE/RL-2001-36	HANFORD SITE TRANSPORTATION SAFETY DOCUMENT, REV.1-B

- * The Contractor shall submit a plan to implement CRD O 435.1, Chg 1 “Radioactive Waste Management” no-later-than 30 calendar days after the effective date of the modification to extend the contract. The Contractor shall continue to comply with DOE O 5820.2A “Radioactive Waste Management” until implementation of CRD 435.1, Chg 1.
- ** The Contractor’s responsibility to implement CRD O 458.1, Chg. 3 “Radiation Protection of the Public and the Environment” is limited to paragraphs 2.d., 2.g., and 2.k.

Contract Number: DE-AC05-76RL01830
Modification M1025

**PART III – List of Documents,
Exhibits and Other Attachments**

Section J

Appendix J

**Advance Agreement on Costs and Associated Use of Battelle-Owned Facilities and Real
Property**

ADVANCE AGREEMENT ON COSTS AND ASSOCIATED USE OF BATTELLE-OWNED FACILITIES AND REAL PROPERTY

The Parties acknowledge that in consideration of the extension of Contract No. DE-AC05-76RL01830 (hereinafter referred to as "the PNNL Prime Contract") from October 1, 2012 through September 30, 2017, it would be in the best interests of both Parties to enter into this Advance Agreement (hereinafter referred to as "the Agreement"),

The Parties agree as follows:

1. Effective October 1, 2012, Battelle grants to the Department of Energy (hereinafter referred to as "DOE") operational control over the Battelle owned facilities as identified in Section J, Appendix H of the PNNL Prime Contract (hereinafter referred to as "the Facilities") and the right to exclusive use of the Facilities and the beneficial use of the Battelle-owned vacant land north of Battelle Boulevard, Other Structures and Facilities and the areas and grounds appurtenant to the Facilities necessary for access, occupancy and enjoyment. The Parties agree that DOE's exclusive use of the Facilities shall include any use authorized under the PNNL Prime Contract, or as otherwise agreed to by the Parties.
2. This Agreement, including without limitation, DOE's exclusive use and occupancy of the Facilities, as identified in Section J, Appendix H, and the beneficial use of the Battelle-owned vacant land north of Battelle Boulevard, Other Structures and Facilities and the areas and grounds appurtenant to the Facilities shall terminate if Battelle is no longer the operator of PNNL, or alternatively by mutual assent.
3. Battelle agrees to allow access to the Facilities, without reasonably preventable or recurring disruption, as is required for DOE to access, occupy, use and enjoy such facilities as provided in this Agreement.
4. Battelle provides DOE the option to lease the Facilities at any time during the term of the PNNL Prime Contract. If DOE exercises this option to lease the Facilities, as defined at the time in Section J, Appendix H, this Agreement shall terminate upon the lease becoming effective. The lease term may not extend greater than 5 years past the end date of this Agreement without mutual assent. The Parties agree that in principle any lease shall be market based as negotiated between the Parties and shall be adjusted for the degree of Government investment and assets in the Facilities (irrespective of funding type) and any unamortized portion of Battelle's share of the residual radiological

contamination as set forth in paragraph 8 based on a 10 year amortization period commencing with the effective date of this Agreement.

5. DOE expenditures in the Facilities under the DOE capitalization threshold shall be operating expenses under the PNNL Prime Contract provided such expenditures are authorized by DOE upon evaluation of mission necessity and benefit justification. DOE may from time to time make appropriate mission essential capital modifications to the Facilities, as approved by the Contracting Officer.
6. Battelle expenditures in the Facilities shall follow Battelle capitalization criteria. Battelle shall be responsible for capital expenditures above the DOE capitalization threshold to maintain the Facilities in good working order. Battelle may from time to time elect to make investments below the DOE capitalization threshold in the Facilities, not otherwise approved by DOE, utilizing Battelle funds.
7. The Parties agree that improvements to roads, grounds, supporting site infrastructure and parking lots will be split between the Parties such that DOE investments, as justified, appropriate and expressly approved by the Contracting Officer, will address requirements of the combined core campus including and North of Battelle Blvd while Battelle will address those South of Battelle Blvd and on the Sequim campus. The Parties agree to evaluate the potential transfer of Battelle Blvd to the City of Richland within the term of this Agreement.
8. The Parties acknowledge that through the conduct of both Government and private work, several Battelle owned facilities (the Engineering Development Laboratory (EDL), the Marine Sciences Laboratory (MSL-1/MSL-5), the Life Sciences Laboratory 2 (LSL-2), the Physical Sciences Laboratory (PSL), and the Research Technology Laboratory (RTL520)) are, in part, radiologically contaminated. The Parties acknowledge that both Battelle and the Government have responsibility for the radiological contamination in these Battelle owned facilities. The Parties agree that, pursuant to Government interests, DOE shall assume responsibility (to include both regulatory and financial aspects) for such contamination, including control and ultimately remediation of the radiological contamination. Battelle agrees to share the costs for remediation of such radiological contamination by contributing 10% of the cost except as further provided in this paragraph 8. As consideration for Battelle granting DOE exclusive use of the Facilities, radiological remediation completed while Battelle is the operator of PNNL will be without cost share by Battelle. To that end, the Parties agree to remediate the radiological contamination in LSL-2, EDL and PSL prior to September 30, 2017. MSL-1 and MSL-5 will be remediated prior to

September 30, 2019. RTL 520 will be remediated via demolition prior to September 30, 2020. This agreement is based on the currently known extent of condition of these facilities and is subject to reevaluation by the parties if conditions are later found to materially differ. The reevaluation by the parties may allow for a mutually agreed to change in the schedule for demolition. The responsibilities and obligations set forth in this paragraph shall survive termination of this Agreement or the PNNL Prime Contract.

9. Battelle shall annually report progress against the obligations in this agreement as well as expenditures as approved by DOE and Battelle in the Facilities and appurtenant areas and grounds in order to monitor this Agreement.
10. Nothing in this Agreement shall be deemed to constitute a release of Battelle from liability under the Comprehensive, Environmental, Response, Compensation, and Liability Act or any other relevant environmental law or regulation or from financial responsibility for pre-existing unknown hazardous substances that may be discovered during radiological remediation of the Battelle owned facilities identified in paragraph 8.
11. Upon termination of this Agreement, DOE shall vacate the Facilities and at its sole election, either remove any real property improvements or abandon any such improvements in place. If DOE elects to remove any real property improvements made at DOE expense rather than abandoning such in place, DOE shall arrange for the removal. The removal of any such real property improvements shall be at no cost to Battelle and DOE shall leave the Facilities in a reasonable condition.
12. The Parties agree that each and every obligation of the Government contained herein involving an expenditure of funds is subject to the availability of the appropriated funds of the DOE, or in the event of a claim, as provided by the Contract Disputes Act, if applicable. DOE will use its best efforts to obtain funds to meet all of its obligations under this Agreement. Nothing herein shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
13. For as long as Battelle Memorial Institute remains as the operating contractor for PNNL, the cost based arrangement remains in place and DOE enjoys the benefit of the investments made in LSL-2. Should DOE exercise the option to lease LSL-2, in return for investments made to LSL-2, Battelle grants to DOE a guarantee period of not less than 20 years of exclusive availability of the facility. This guarantee period begins and is in effect as of 10/1/2017. For purposes of the establishment of fair market rent, the Parties agree to utilize the unexecuted

lease valuation and base rent that was mutually agreed to on 10/1/2012 as the base for future rental periods, allowing for adjustments in 5 year increments for the rental amount for both DOE investments >\$250,000 and CPI. Beginning 10/1/2012, adjustments for DOE investments >\$250,000 will be accumulated during 5 year increments and for every dollar DOE expends for these investments, the Parties agree that DOE will be provided a credit of 50 cents on the dollar, amortized over the next 20 years. Rent will be adjusted for the following 20 year period (first adjustment beginning 10/1/2017, second adjustment 10/1/2022). CPI adjustment will be done in 5 year tiers consistent with 10/1/12 unexecuted Lease (with CPI adjustment beginning 10/1/12). CPI to be applied to 10/1/12 Initial Rent.

LSL-2	Unexecuted Lease Values
Building Rent	\$2,385,240
Building Sq..Ft.	103,075
Rental Rate	23.14

14. The Parties acknowledge and agree that DOE will assume all responsibility (to include both regulatory and financial aspects) for demolition of RTL 520 and the RTL outbuildings. The Parties also agree RTL and RTL Outbuilding Demolition is to be completed by no later than FY2020 if external funding is not secured (schedule shall be adjusted if external funding is secured prior to 2018). Battelle agrees that demolition of the following non-contaminated out buildings shall not require the complete removal of concrete floor slabs, foundations, and underground utilities: RTL 510, 540, 550, 570, 580 and 590. Remaining slabs or underground components and utilities shall be left in a safe configuration and condition.

RTL Buildings 524 and 560 are considered to be integral to RTL 520 and as such will be consumed by the demolition of RTL 520. RTL 530 is presumed to have suspect radiological contamination and as such will require a level of remediation commensurate with RTL 520.

Given the special circumstance of planned disposition, DOE agrees to allow accelerated depreciation recovery (for all RTL buildings) to a net book value of \$0 over the years 2016 to 2019.

Similarly, the Parties acknowledge and agree that Battelle will assume all responsibility (to include both regulatory and financial aspects) for demolition of the Engineering Services Building (ESB). ESB will be removed from the contract no later than September 30, 2016 and will require no further federal obligation. DOE agrees to allow the write off the remaining balance of the ESB backflow preventer, which was installed in support of PNNL use.

This agreement is based on the currently known extent of condition of these facilities and is subject to reevaluation by the parties if conditions are later found to materially differ. The reevaluation by the parties may allow for a mutually agreed to change in the schedule for demolition. The responsibilities and obligations set forth in this paragraph shall survive termination of this Agreement or the PNNL Prime Contract.

The Parties acknowledge and agree that this mutual agreement is explicitly applicable only to this agreement and is not to be used as the basis for any future agreements between the parties for the remainder of Battelle owned facilities.

Agreed and acknowledged by the Parties as of the 11th day of August, 2015.

Battelle Memorial Institute

By: [Signature]

Date: 8/11/15

U.S. Department of Energy

By: [Signature]

Date: 08-11-15