

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M109	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office (DOE-ID) Site Services Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415		7. ADMINISTERED BY (If other than Item 6) Diane C. Long, Contract Specialist (208) 526-0949		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, ID 83415		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517		
		10B. DATED (SEE ITEM 13) November 9, 2004		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority): IAW Part II, Section H, Contract Clause H.34 entitled "Agreements and Commitments"

E. IMPORTANT: Contractor ___ is not, is required to sign this document and return [**3**] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to update the Resource Commitments Table, Resource Commitment # 18 and add Resource Commitment # 28, under Part III Section J Attachment R (See Continuation)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lisa A. Sehlke Manager Prime Contract and Performance Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL L. ADAMS Contracting Officer	
15B. CONTRACTOR/OFFEROR Lisa A. Sehlke (Signature of person authorized to sign)	15C. DATE SIGNED 6/30/08	16B. UNITED STATES OF AMERICA Michael L. Adams (Signature of Contracting Officer)	16C. DATE SIGNED 7/2/08

NSN 754-01-152-807030-105

STANDARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE
Prescribed by GSA FAR (48 CFR) 53.24

Continuation Page

The following changes have been made to Section J, Attachment R:

Table 3-1 Revision 2 is deleted in its entirety and replaced with the attached Table 3-1 Revision 3, dated 6/26/08. This table makes changes to #18 and #28, as well as corrects some of the descriptions to reflect previously agreed upon changes.

Resource Commitment Form #18– Electronic Data Systems (1 page) is deleted in its entirety and replaced with the attached Resource Commitment Form #18 – Electronic Data Systems (EDS) Rev. 1 (2 pages)

**Resource Commitment Form #28 is added to read as follows:
Resource Commitments #28 – Battelle Energy Alliance (Long-Term Economic Development) (2 pages attached).**

All other terms and conditions remain unchanged

Resource Commitment Form #18 - Electronic Data Systems (EDS) Rev. 1 Modification M109

I am committing the following resources to the INL:

1. Resource Description:

Plan for Enterprise-wide IT Development. EDS will develop a proposal for providing an integrated "Nuclear Network system for linking the nation's nuclear engineering universities and National Laboratories to support distance learning, collaboration connections for research, and data exchange/storage. EDS will provide 2 FTEs in the first year of the contract to assess, plan, and design collaborative infrastructure architecture to support new academic, industry, government, and international collaborations to support the INL vision of being the lead systems integrator for nuclear engineering R&D. The proposal will respond to the needs that further the access to information anytime, anywhere, enabling e-mail and access to collaborative data via wireless, Web portals, or kiosks.

2. Location of Resource:

Planning will be conducted at INL.

3. Monetary Value

Total Monetary Value: \$240,000 (2 FTEs in Year One) (program).

4. Describe which Project/Program would benefit from the resource and why:

This commitment benefits the Nuclear Energy, National Security, Science and Technology and Education Programs at the INL. All INL programs will benefit from the proposed solutions that will include enabling people and workgroups to plan, share, and coordinate data, build digital communities and exchange technical information within applications, and will enhance the ability of remote researchers to interact with INL.

5. Date the resource will be provided:

Commencement of contract.

6. The resource will be provided by:

Electronic Data Systems Corporation (EDS), 13600 EDS Drive, Herndon, Virginia 201 71

7. Describe any liability related to this resource financial or otherwise:

None.

8. How the resource will be managed:

The resource will be accessed through an on-site information technology (IT) manager, seconded from EDS, and an integrated member of the BEA team.

9. How the resource will be integrated into the INL:

The IT manager will report to the INL Director, Business Systems, who will ensure all resources are coordinated and performance metrics included to ensure delivery. The "Nuclear Network" plan will be completed and submitted to the Associate Laboratory Director, Nuclear Programs.

10. Other pertinent information (e.g., exclusive rights and control of the resource):

N/A

11. Signature of responsible corporate official and date of signature:

per Termination Agreement No. 5/3/12
Deborah Dyer Johnson, EDS
U.S. Government Services

Resource Commitment Form #28 – Battelle Energy Alliance (Long-Term Economic Development)

I am committing the following resources to the INL:

1. Resource Description:

BEA will invest \$100,000 in earned fee per year for 3 years (total value of \$300,000) starting in FY-2009 in teacher development and student programs that promote interest in Science, Technology, Engineering, and Mathematics (STEM) education. BEA will also invest \$100,000 in earned fee per year for 3 years (total value of \$300,000), starting in FY-2009, to partially fund a full time equivalent position to lead and coordinate efforts to establish the Idaho Regional Optical Network (IRON). IRON is a high-performance computer network designed to connect research within the state of Idaho and connect the state to the international research community. IRON has been initiated by the Idaho National Laboratory (INL), state universities, and the Idaho Hospital Association and it is governed by a Board of Directors with INL representation. This high-speed network creates opportunities for economic growth and provides the foundation for linking Idaho's education, civil, and rural entities. The total direct investment of fee is \$200,000 per year for 3 years starting in FY-2009.

2. Location of Resource:

Payments will be made through mini-grants and direct sponsoring of events throughout the State of Idaho.

3. Monetary Value

Total Monetary Value: \$600,000 equally spread over 3 years.

4. Describe which Project/Program would benefit from the resource and why:

This commitment benefits the Nuclear Energy, National Security, Science and Technology and Education Programs at the INL. All INL programs will benefit from the proposed IRON solution that enhances high speed connection with educational and research institutions. Investment in STEM supports INL's educational mission and will contribute to creation of higher paying jobs.

5. Date the resource will be provided:

Beginning in FY-2009, and each year thereafter for a total of 3 years.

6. The resource will be provided by:

Battelle Energy Alliance

7. Describe any liability related to this resource financial or otherwise:

None.

8. How the resource will be managed:

The resource will be managed by the Director of the Center for Advanced Energy Studies (CAES).

9. How the resource will be integrated into the INL:

By delivering the resource commitment through CAES, the center will play an important role in advancing INL's reputation in STEM education and collaboration with universities.

10. Other pertinent information (e.g., exclusive rights and control of the resource):

N/A

11. Signature of responsible corporate official and date of signature:

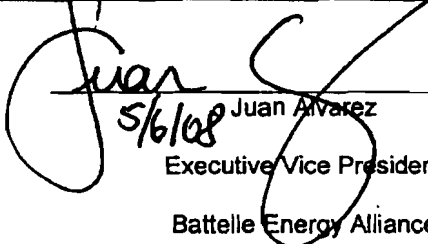

5/6/08 Juan Alvarez
Executive Vice President
Battelle Energy Alliance

Table 3-1.

Provider	Resource Commitment	Type of Resource Commitment			Benefiting INL Area		
		Direct ⁽¹⁾	Program ⁽²⁾	Access ⁽³⁾	Nuclear Energy	National Security	S&T and Education
Battelle Energy Alliance	1. Upgrades to Advanced Test Reactor Research Capability and Fuel Line	\$20M			4	4	
	2. Support for Education Programs	\$6M			4		4
Battelle Memorial Energy	3. Construction Funding Support for the Center for Advanced Energy Studies (CAES)	\$8.88M			4	4	4
	4. National Security Consulting and Access to Battelle Ventures		\$2.0	\$150M		4	4
BWXT	5. Access to BWXT Lynchburg Technology Center (LTC)		\$1.5M	\$100M	4	4	
	6. Provision of BWXT Integrated Fuel Processor	\$14M			4		4
URS Washington Division	7. Transfer of Smart Secure System Technology	\$0.25M	\$5M			4	
Washington Group	8. Construction Funding Support for the CAES	\$1.12M			4	4	4
Electric Power Research Institute	9. Establish the Center for Nuclear Fuels and Materials Research (CNFMR)		\$41.2M	\$25M	4		
	10. Access to EPRI's Technology Application Centers		\$2.9M	\$20M	4	4	4
	11. Provision of Technical Support to Critical Infrastructure Testbed		\$1.8M	\$10M		4	
State of Idaho	12. State Support for CAES	\$7.2M			4	4	4
MIT	13. Access to the Massachusetts Institute of Technology Reactor (MITR)			\$33.9M	4		4
North Carolina State University	14. Access to the North Carolina University University's PULSTAR Reactor			\$25M	4		4
Oregon State University	15. Access to the Oregon State TRIGA Reactor			\$34M	4		4
The Ohio State University	16. Access to the Ohio State University Research Reactor			\$10M	4		4
University of New Mexico	17. Access to the University of New Mexico Research Reactor			\$5M	4		4
Electronic Data Systems	18. Plan for Enterprise-wide IT Development		\$24M		4	4	4
BNFL Inc.	19. Support the Center for Nuclear Fuels and Materials Research – BNFL Ltd.		\$1.5M		4		
Westinghouse Electric Corp	20. Support the Center for Nuclear Fuels and Materials Research – WEC		\$1.5M		4		
Nexia Solutions	21. Support the Center for Nuclear Fuels and Materials Research Access Funds from 21 & 22			\$350M	4		
BEA TBD	22. Program Funds unresolved as of 7/1/07		\$30M		4		
AREVA	23. Support the Center for Nuclear Fuels and Materials Research (CNFMR)	\$2M	\$20M	\$50M	4		
USRA	24. Establish the Center for Space Nuclear Research (CSNR)	\$1.5M			4		4
General Atomics	25. Support the Center for Space Nuclear Research (CSNR)			\$150M	4		4
Burns & Roe	26. Establish the Center for Nuclear Systems Design and Analysis (CNSDA)	\$0.36M			4		4
Studsvik	27. Support the Center for Nuclear Systems Design and Analysis (CNSDA)	\$0.25M		\$101.5M	4		4
Battelle Energy Alliance	28. Investment in Economic Development	\$0.6M			4	4	4
Total		\$62.16M	\$107.64M	\$1.064B			

(1) Direct – funds committed to a specific purpose at INL. (2) Program – funds available for prescribed project or consulting activity. (3) Access – capital or replacement value of an asset being offered for use.