

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DE-AC07-05ID14517	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M079	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) Contract Management 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.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14517		
		10B. DATED (SEE ITEM 13) November 9, 2004		
CODE	FACILITY CODE			
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:
X	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, **X** 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 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 & Performance Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL L. ADAMS Contracting Officer	
15B. CONTRACTOR/OFFEROR BY <u><i>Lisa A. Sehlke</i></u> (Signature of person authorized to sign)	15C. DATE SIGNED 8/8/07	16B. UNITED STATES OF AMERICA BY <u><i>Michael L. Adams</i></u> (Signature of Contracting Officer)	16C. DATE SIGNED 8/21/07

NSN 754-01-152-807030-105

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

The following changes are made to Section J, Attachment R:

Table 3-1 is deleted in its entirety and replaced with the attached Table 3-1 (dated 7-1-2007)

Resource Commitment No. 21 signed by British Nuclear Fuels – Plc and Resource Commitment No. 22 signed by British Nuclear Fuels – NSTS are deleted in their entirety.

A new Resource Commitment, No. 21 signed by Nexia Solutions, Ltd, is incorporated to honor all of the promises made in the removed Resource Commitment No. 21 and the \$300 M access promise made in removed Resource Commitment No. 22, for a total commitment of \$350 M (3 pages attached)

A new Resource Commitment will be provided, not later than September 30, 2008, that fully honors the \$30 M R&D program funding promise made in removed Resource Commitment No. 22 (1 page attached).

All other terms and conditions remain unchanged

Provider	Table 3-1 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 Institute	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		\$2M	\$150M		4	4
	5. Access to BWXT Lynchburg technology Center (LTC)		\$1.5M	\$100M	4	4	
BWXT	6. Provision of BWXT Integrated Fuel Processor	\$14M			4		4
Washington Group	7. Transfer of Smart Secure System Technology	\$0.25M	\$5M			4	
	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'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
TOTAL		\$61.58M	\$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		

Resource Commitment Form #21 - Nexia Solutions Ltd

This Resource Commitment combines the two previous Commitments #21 and #22 dated November 2004 given by Nuclear Science and Technology Services (NSTS) to BEA ("the Commitments"). It recognizes the progress made in defining both programs and relationships and the restructuring of the BNFL Group that has taken place since the Commitments were made. Nexia Solutions is responsible for managing BNFL's involvement in UK NE programs and is the owner of the bulk of BNFL's UK-based R&D resource.

I, on behalf of Nexia Solutions, am committing the following resources to INL:

1. Resource Description:

Support for the INL and in particular, the Center for Nuclear Fuels and Materials Research – Nexia Solutions Ltd. Nexia Solutions commits to support BEA in the establishment of a Center for Nuclear Fuels and Materials Research and to provide other support to the INL as may be agreed between Nexia Solutions and BEA (together "the Parties").

Nexia Solutions will establish a US presence for nuclear program support in Idaho Falls. This presence will promote collaboration between the Parties and will co-ordinate joint programs between INL and UK laboratories as well as direct US-wide programs involving research, development and the provision of technical services. The size of the presence will be determined by agreed requirements between the Parties to support the INL mission. On request and subject to terms to be agreed, Nexia Solutions will also provide skilled resources to augment INL staff. The Nexia Solutions expertise will assist INL in achieving international recognition as a leading NE laboratory.

Subject to an appropriate non disclosure agreement being entered into by BEA, Nexia Solutions will facilitate access to the \$350M Sellafield Technology Center's unique state-of-the-art facilities and capabilities for fuel cycle development, including radionuclide laboratories, remote handling hot cells and engineering rig halls. This will minimize the need for INL to create duplicate infrastructure. Access will be provided to INL in compliance with relevant UK Government accounting rules. Nexia Solutions will promote staff exchanges between INL and Nexia Solutions.

In its expected future fuel cycle endeavors, Nexia Solutions has identified programmatic investment which, subject to agreed terms demonstrating value-for-money for its customers, could appropriately be performed at the INL, complementing parallel and concurrent U.S. development projects. Subject to obtaining standard approvals from DOE to conduct this work at INL, the availability of INL resources, current competitive labor rates and UK Government appropriation of funds, this investment will help create joint, leveraged research that addresses Nexia Solutions, DOE and UK program goals.

In addition, Nexia Solutions will work with INL to jointly identify synergies from expertise and operations, which offer marketable services in national or international research markets and which may be performed at INL or in the UK. One example is the post-irradiation examination facilities at the Sellafield site in Europe, coupled with the materials test reactor of INL, to offer enhanced services to customers. In specific support of these activities, Nexia Solutions commits to developing a joint communications strategy i.e., marketing literature, press articles and joint conference papers etc to promote the research alliance in the areas identified.

Nexia Solutions will provide access to a network of global influence in the nuclear fuels areas, including database information, intellectual property, access to international research partners and a strong communications system under terms to be agreed. These activities, particularly relating to the advanced fuel cycle work, will support the growth of both NGNP and the Nuclear Energy programs as well as support INL's efforts at collaborative partnering. Nexia Solutions further commits to the participation of its Chief Technology Officer and/or such other Directors and senior members of staff as may be agreed, as consultants, reviewers or advisers to BEA.

Furthermore, Nexia Solutions will, subject to the necessary corporate approvals and subject to a non-disclosure agreement being entered into and also if appropriate in the context of US-UK arrangements for Generation IV collaboration, provide INL staff with full access to the comprehensive UK Fast Reactor Archives and database of fuel development and processing information under terms to be agreed. This information will be available for researchers and planners to use to reduce risk, cost and schedule uncertainties and avoid expensive U.S. duplication of UK research that is being or has been carried out.

Finally, to enhance INL international partnerships, Nexia Solutions will provide support for an INL European office under terms to be agreed. This office will build on the already strong links that Nexia Solutions has established within the European Union and with its European partners.

2. Location of Resource:

Nexia Solutions facilities in the UK, with required staff to be seconded to Idaho Falls.

3. Monetary Value:

Estimated Total Monetary Value: \$350M (access to use of state-of-the-art Technology Center at Sellafield and access based on the actual cost [around \$5B] of the R&D programs that generated the information related to INL's mission).

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

Advanced Fuel Cycle Initiative, GNEP and NE through access to expertise and experience gained specifically from the fast reactor-related work and in the ongoing UK Advanced Fuel Cycle program.

5. Date the resource will be provided:

As soon as agreed between the Parties following commencement of the contract.

6. The resource will be provided by:

The commitment is from Nexia Solutions whose address is 1100 Daresbury Park, Daresbury, Warrington, Cheshire, WA4 4GB, UK.

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

None, other than payment for agreed services to be provided by Nexia Solutions to support INL.

8. How the resource will be managed:

The resource will be accessed through the on-site Nexia Solutions manager.

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

The INL Director of Technology Partnerships will manage the interface and ensure that an approved information access plan is in place regarding any and all material obtained under this Resource Commitment. The INL Director of Technology Partnerships will further ensure that approvals and supporting systems are in place to allow the projects and programs being conducted at INL to be safely, securely and professionally performed.

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

This Resource Commitment is subject to corporate approvals. Nexia Solutions will have full access to and unfettered rights to use in any and all information, intellectual property and technology resulting from shared programs, subject to the joint program agreements. Nexia Solutions' information must be protected in an appropriate manner to the satisfaction of Nexia Solutions and will, in turn, result in Nexia Solutions having access to and unfettered rights to use any and all resulting information, intellectual property and technology directly resulting from the use of the information.

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



Dr. Peter Bleasdale
Managing Director
Nexia Solutions Ltd.

RESOURCE COMMITMENT NUMBER 22

Resource Commitment No.22, to support the Center for Nuclear Fuels and Materials Research, is hereby assigned to BEA.

Program funding of \$30M (R&D Programs over 10 years) is still an outstanding issue to be honored by BEA. This program funding commitment is to be provided not later than September 30, 2008.